THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt about this circular or as to the action to be taken, you should consult your stockbroker, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Acotec Scientific Holdings Limited, you should at once hand this circular to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser or transferee.

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ACOTEC
先瑞达

Acotec Scientific Holdings Limited
先瑞達醫療科技控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6669)

CONTINUING CONNECTED TRANSACTIONS
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING

Independent Financial Adviser to
the Independent Board Committee and the Independent Shareholders

Gram Capital Limited
嘉林資本有限公司

Notice convening the EGM to be held as originally scheduled at 10 a.m. on Wednesday, December 31, 2025 at Conference Room Dhalia, 8/F., Office Building, 10 Longqing Street, Beijing Economic-Technological Development Area, Beijing, PRC is set out on pages 69 to 70 of this circular. The Proxy Form for use at the EGM is enclosed with this circular. Such form of proxy is also published on the websites of The Stock Exchange of Hong Kong Limited (www.hkexnews.hk) and the Company (http://www.acotec.cn).

Whether or not you are able to attend the EGM in person, you are requested to complete the enclosed Proxy Form in accordance with the instructions printed thereon and return it to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof.

Completion and return of the Proxy Form will not preclude you from attending and voting in person at the EGM or any adjourned meeting should you so wish and in such event, the Proxy Form shall be deemed to be revoked.

December 17, 2025

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In this circular, the following terms and expressions shall have the following respective meanings unless the context otherwise requires:

"2023 Framework Agreements"	the 2023 Master Collaboration Agreement and the 2023 Master Service Agreement
"2023 Master Collaboration Agreement"	the master collaboration agreement dated July 20, 2023 between BSG and the Company with respect to the parties' collaboration during the term from July 20, 2023 to December 31, 2025, details of which are set out in the Company's circular dated July 28, 2023
"2023 Master Service Agreement"	the master service agreement dated July 20, 2023 between BSG and the Company with respect to the R&D supporting services and CSO services between the parties during the term from July 20, 2023 to December 31, 2025, details of which are set out in the Company's circular dated July 28, 2023
"2026 Framework Agreements"	the 2026 Master Collaboration Agreement and the 2026 Master Service Agreement
"2026 Master Collaboration Agreement"	has the meaning given to it under the section headed "Continuing Connected Transactions – 2026 Master Collaboration Agreement" in the Letter from the Board in this circular
"2026 Master Service Agreement"	has the meaning given to it under the section headed "Continuing Connected Transactions – 2026 Master Service Agreement" in the Letter from the Board in this circular
"Acotec Improved Product"	(i) any new development, enhancement, update and other improvement to any BSC Distributed Acotec Product, or (ii) any development of product that has similar functionality, adaptation, or will substantially replace any BSC Distributed Acotec Product or has direct or indirect competition with any BSC Distributed Acotec Product
"Acotec New China Product"	any Acotec Product that has not yet obtained NMPA approval on or after June 30, 2025

"Acotec Products"	any existing products, designed, manufactured or sold by the Group on or prior to the date of the 2026 Master Collaboration Agreement, any future products, designed, manufactured or sold by the Group from time to time on or after the date of the 2026 Master Collaboration Agreement, and any other products as agreed by the Parties in writing from time to time
"Acotec Selected Products"	any of the Acotec Products as agreed by the Parties in writing from time to time
"associate(s)"	has the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"BSC"	Boston Scientific Corporation, a Delaware corporation and a company listed on the New York Stock Exchange (Stock Code: BSX)
"BSC Distributed Acotec Product"	any Acotec Product that BSC Group is distributing in the Greater China Region as of the date of the 2026 Master Collaboration Agreement
"BSC Group"	BSC and its subsidiaries but excluding the Group
"BSC Products"	any existing products, designed, manufactured or sold by the BSC Group on or prior to the date of the 2026 Master Collaboration Agreement and any future products, designed, manufactured or sold by the BSC Group from time to time on or after the date of the 2026 Master Collaboration Agreement, as agreed by the Parties in writing from time to time
"BSG"	Boston Scientific Group Limited, a private company limited by shares incorporated under the laws of the Republic of Ireland and wholly-owned by BSC, which is the Controlling Shareholder of the Company
"Company"	Acotec Scientific Holdings Limited (先瑞達醫療科技控股有限公司), an exempted company incorporated in the Cayman Islands on December 3, 2020 with limited liability, with its Shares listed on the Main Board of the Stock Exchange on August 24, 2021 (stock code 6669)

"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Controlling Shareholder(s)"	has the meaning ascribed to it under the Listing Rules
"CSO"	an entity commonly and primarily known as a "contract sales organization" that is engaged primarily in the business of promoting the sales of products for third parties
"CSO Services"	services for promotion of the sales of products of the third parties or such other customary services provided by a CSO to its principal in the same or similar type of business arrangements
"Director(s)"	the director(s) of the Company
"EGM"	the extraordinary general meeting of the Company to be convened and held at Conference Room Dhalia, 8/F., Office Building, 10 Longqing Street, Beijing Economic-Technological Development Area, Beijing, PRC at 10 a.m. on Wednesday, December 31, 2025 or any adjournment thereof
"EGM Notice"	a notice convening the EGM of the Company dated December 17, 2025
"Greater China Region"	the PRC, Hong Kong, the Macau Special Administrative Region of the PRC, and the islands of Taiwan
"Group"	the Company and its subsidiaries
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Board Committee"	the independent board committee of the Company comprising all the independent non-executive Directors, namely Dr. Yuqi WANG, Ms. Hong NI and Ms. Kin Yee POON, formed for the purpose of advising the Independent Shareholders in respect of the resolutions to be proposed at the EGM

"Independent Financial Adviser" or "Gram Capital"	Gram Capital Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser appointed by the Company to advise the Independent Board Committee and the Independent Shareholders in respect of the Non-exempt CCTs (including the proposed annual caps thereof)
"Independent Shareholders"	Shareholders other than BSG and their associates (excluding the Group)
"Independent Third Party(ies)"	any person or company which, to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, is not a connected person of the Company within the meaning ascribed to it under the Listing Rules
"Latest Practicable Date"	December 12, 2025, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
"Manufacturing Services"	sourcing, manufacturing, packaging, sterilizing, and/or designing services as agreed by the Parties in writing from time to time that are provided in line with the ordinary and usual course of business of the Group
"NMPA"	the National Medical Products Administration of the PRC
"Non-exempt CCTs"	the continuing connected transactions contemplated under the 2026 Framework Agreements which are not exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules, namely (A) under the 2026 Master Collaboration Agreement, the sale of the Acotec Products by the Group to the BSC Group; and (B) under the 2026 Master Service Agreement, the provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group

"Partially-exempt CCTs"	the continuing connected transactions contemplated under the 2026 Framework Agreements which are subject to the reporting, annual review and announcement requirements but exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules, namely (A) under the 2026 Master Collaboration Agreement, (i) the purchase of the BSC Products by the Group from the BSC Group and (ii) the provision of the Manufacturing Services by the Group to the BSC Group and (B) under the 2026 Master Service Agreement, the receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group
"Party(ies)"	BSG and the Company
"PRC"	the People's Republic of China, and for the purposes of this circular only, excludes Hong Kong, the Macau Special Administrative Region of the People's Republic of China and the islands of Taiwan
"Products and Services"	products and services of the Group and/or the BSC Group (as the case may be) as agreed by the Parties from time to time
"Proxy Form"	the proxy form which will be despatched to the Shareholders together with this circular
"R&D Supporting Services"	the following services in relation to research and development of the Products and Services that are provided in line with the ordinary and usual course of business of the Group or the BSC Group (as the case may be): (a) research and development services in connection with assisting in the development, iteration and sustainment of the Products and Services; (b) laboratory and testing support; (c) pre-clinical and clinical support and services including any relevant regulatory support; (d) prototyping and device supply; (e) research and development laboratory space;

	(f) access to key suppliers and sourcing, manufacturing, packaging, sterilizing, designing and/or distribution services as agreed by the Parties in writing from time to time, in each case, in connection with the underlying R&D Supporting Services;
	(g) access to required documentation and quality systems to support the global commercialization of the Products and Services, including global regulatory approvals; and
	(h) any other services in relation to research and development as agreed between the Parties from time to time
"RMB"	Renminbi, the lawful currency of the PRC
"SFO"	Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong, as amended from time to time
"Share(s)"	ordinary share(s) of nominal value of US$0.00001 each in the capital of the Company
"Shareholder(s)"	shareholder(s) of the Company
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"U.S." or "United States"	the United States of America
"USD" or "US$"	United States dollars, the lawful currency of the United States of America
"%"	per cent



Acotec Scientific Holdings Limited
先瑞達醫療科技控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6669)

Executive Director:
Ms. Jing LI

Non-Executive Directors:
Mr. Silvio Rudolf SCHAFFNER
Mr. Arthur Crosswell BUTCHER
Ms. June CHANG

Independent Non-Executive Directors:
Dr. Yuqi WANG
Ms. Hong NI
Ms. Kin Yee POON

Registered office:
PO Box 309, Ugland House
Grand Cayman, KY1-1104
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Corporate Headquarters:
4-5/F., Building No. 1
16 North Hongda Road
Beijing Economic-Technological
Development Area
Beijing
PRC

Principal place of business in Hong Kong:
19th Floor, Golden Centre
188 Des Voeux Road Central
Hong Kong

December 17, 2025

To the Shareholders

Dear Sir or Madam,

CONTINUING CONNECTED TRANSACTIONS
AND
NOTICE OF EXTRAORDINARY GENERAL MEETING

INTRODUCTION

Reference is made to the Company's announcement dated December 12, 2025 in relation to the 2026 Framework Agreements, which were entered into for the purpose of renewing the continuing connected transactions contemplated under the 2023 Framework Agreements. The purpose of this circular is to give you the EGM Notice and provide you with further information regarding the resolutions to be proposed at the EGM, namely to approve the Non-exempt CCTs contemplated under the 2026 Framework Agreements (including the proposed annual caps thereof), being (i) the sale of Acotec Products by the Group to the BSC Group under the 2026 Master Collaboration Agreement and (ii) the Group's provision of R&D Supporting Services and/or CSO Services to the BSC Group contemplated under the 2026 Master Service Agreement, to enable you to make informed decisions on whether to vote for or against the resolutions to be proposed at the EGM.

CONTINUING CONNECTED TRANSACTIONS

2026 Master Collaboration Agreement

On July 20, 2023, the Company and BSG entered into the 2023 Master Collaboration Agreement to govern the Parties' collaboration on commercialization of certain Acotec products from July 20, 2023 to December 31, 2025. Under such collaboration, as of the Latest Practicable Date, the BSC Group has purchased and distributed five Acotec Products, namely (i) semi-compliant PTCA balloon (YAN) distributed in the Greater China Region, (ii) Paclitaxel-Eluting Coronary Balloon Dilation Catheter AcoArt Camellia® distributed in the Greater China Region, (iii) AcoArt Orchid® & Dhalia®/Orchid Plus distributed in Other Regions, (iv) AcoArt Tulip® & Litos® distributed in Other Regions and (v) AcoArt Cedar® Radiofrequency Ablation System AcoArt Cedar® Radiofrequency Ablation System distributed in Hong Kong.

In anticipation of the expiry of 2023 Master Collaboration Agreement on December 31, 2025, the Company and BSG entered into the 2026 Master Collaboration Agreement on December 12, 2025 (after trading hours) to govern the collaboration between the Parties with respect to certain products of the Parties for the three years ending December 31, 2028. As the Parties have developed more understanding of each other's business and products after their initial collaboration under the 2023 Master Collaboration Agreement, the 2026 Master Collaboration provides additional collaboration framework to govern the collaboration between the Parties with respect to Acotec New China Products and Acotec Improved Products. As of the Latest Practicable Date, the Parties have not identified any Acotec New China Product or Acotec Improved Product.

Key Terms of the 2026 Master Collaboration Agreement

Date	:	December 12, 2025 (after trading hours)
Parties	:	(i) the Company; and (ii) Boston Scientific Group Limited, the Controlling Shareholder of the Company
Term	:	January 1, 2026 to December 31, 2028

Key terms : Pursuant to the 2026 Master Collaboration Agreement, the Parties shall collaborate in (i) cross-selling and distribution within the Greater China Region and Other Regions with respect to the BSC Products and the Acotec Products (including Acotec Selected Products, Acotec New China Products and Acotec Improved Products); and (ii) the Group's provision of Manufacturing Services to the BSC Group.

Any entity within the Group and any entity within the BSC Group may negotiate and enter into a separate purchase order, request, confirmatory document, distribution agreement, or other definitive agreement (the "**Collaboration Definitive Agreement**") for the purpose of implementing cross-selling arrangement, distribution arrangement and the Manufacturing Services. A Collaboration Definitive Agreement shall include the product warranties, payment terms, delivery terms, allocation of liabilities, return policies and other necessary and customary terms and conditions in connection with the transactions contemplated under the 2026 Master Collaboration Agreement.

Sales of the BSC Products and the Acotec Products

– Sales of the BSC Products and the Acotec Products within the Greater China Region : Subject to the arrangements with respect to distribution of Acotec New China Products or Acotec Improved Products in the Greater China Region as described below, the Group will continue to sell any of the Acotec Products in the Greater China Region, and the BSC Group will continue to sell any of the BSC Products in the Greater China Region.

In accordance with the 2026 Master Collaboration Agreement and any Collaboration Definitive Agreement, on a case-by-case basis, (i) the BSC Group may sell any of the BSC Products to the Group for the Group to resell the same in the Greater China Region; and (ii) subject to the arrangements with respect to distribution of Acotec New China Products or Acotec Improved Products in the Greater China Region as described below, the Group may sell any of the Acotec Products to the BSC Group for the BSC Group to resell the same in the Greater China Region.

Distribution of Acotec Selected Products

– Distribution of Acotec Selected Products in Other Regions	:	The BSC Group shall have the exclusive distribution rights in respect of the Acotec Selected Products in all countries and regions where any member of the BSC Group has sales network or distributor network coverage, excluding the Greater China Region (the "**Other Regions**"), directly through a member of the BSC Group or through its selected distributor network in the Other Regions. Such exclusive distribution rights shall terminate automatically with immediate effect if the BSC Group fails to meet the minimum purchase value for such Acotec Selected Product as set forth in the applicable Collaboration Definitive Agreement, within eighteen months of such Acotec Selected Product's product listed date. *Scope of Acotec Selected Products* An initial list of the Acotec Selected Products is set out in the 2026 Master Collaboration Agreement, which comprises AcoArt Orchid® & Dhalia®/Orchid Plus, AcoArt Tulip® & Litos® and AcoArt Cedar® Radiofrequency Ablation System. Upon the BSC Group's notice to the Company at least six months prior to the contemplated distribution date, the Parties may negotiate in good faith to add any additional Acotec Product (other than the Acotec New China Products, the collaboration and distribution of which in the Other Regions shall be subject to "Distribution of Acotec New China Products in Other Regions" below) into the scope of the Acotec Selected Products on a case-by-case basis. If an agreement is reached, the Company shall then terminate any existing distribution arrangement(s) in respect of such Acotec Product in accordance with the termination clause thereunder. The distribution agreements that the Company enters into normally require a termination notice period of one to two months.

Distribution of Acotec Improved Products

– Distribution of Acotec Improved Products within the Greater China Region and Other Regions	:	The Company shall provide a written notice to BSG of any Acotec Improved Product. The BSC Group shall have distribution rights in connection with such Acotec Improved Product in accordance with the then-effective distribution agreement for a given underlying BSC Distributed Acotec Product.

Distribution of Acotec New China Products

– Distribution of Acotec New China Products within the Greater China Region	:	The Company shall provide a written notice to BSG of any Acotec New China Product at least six months before the anticipated clinical trial enrollment of such Acotec New China Product in the PRC or, to the extent that a clinical trial is not required, at least six months before the anticipated initial submission date for approval from NMPA, in each case, on the basis that any anticipated dates being the Company's good faith estimate, or immediately after the date of the 2026 Master Collaboration Agreement if the Company has submitted an application for approval to NMPA for such Acotec New China Product on or prior to the date of the 2026 Master Collaboration Agreement. If the Company intends to distribute any Acotec New China Product through (i) a national-level distributor or commercial partner other than any member of the BSC Group in the PRC or (ii) a regional distributor or commercial partner other than any member of the BSC Group in the Greater China Region other than the PRC, instead of through sales and marketing employees of any member of the Group, the Company shall provide a written notice (the "**Greater China Region Exclusive Distribution Notice**") to BSG as practicably as possible.

The BSC Group shall notify the Company within six months from the later of the date of (x) receipt of the Greater China Region Exclusive Distribution Notice and (y) receipt of physical product samples of such Acotec New China Product from the Group (the "**Greater China Region Consideration Period**") as to (i) whether it intends to distribute such Acotec New China Product in the Greater China Region, and (ii) if the BSC Group has such intention, whether such distribution would be on an exclusive or non-exclusive basis:

- If the BSC Group notifies the Company within the Greater China Region Consideration Period of its intention to distribute such Acotec New China Product in the Greater China Region, the Company shall enter into negotiations with the BSC Group for six months, on an exclusive basis for an exclusive distribution right and on a non-exclusive basis for a non-exclusive distribution right; and

- If (i) the BSC Group does not notify the Company within the Greater China Region Consideration Period, (ii) the BSC Group indicated no interest in distributing such Acotec New China Product in the Greater China Region, or (iii) the parties fail to reach a Collaboration Definitive Agreement for exclusive distribution rights after good-faith negotiations within such six-month negotiation period, the Company may enter into discussions or agreements with other distributors or commercial partners with respect to the distribution of such Acotec New China Product in the Greater China Region or directly distribute such Acotec New China Product in the Greater China Region by itself.

Notwithstanding the above, if the BSC Group intends to distribute any Acotec Product that the Group intends to sell or distribute directly, the Parties may, at their sole discretion, choose to negotiate in good faith on a case-by-case basis regarding granting the BSC Group a distribution right to distribute such Acotec Product in the Greater China Region.

– Distribution of Acotec New China Products in Other Regions : The Company shall provide a written notice to BSG within two weeks after the earlier of the commencement of the commercialization or the clinical trial enrollment of an Acotec New China Product in the PRC, along with the relevant materials.

The BSC Group shall notify the Company within six months from the later of the date of (x) receipt of such notice or (y) receipt of physical product samples of such Acotec New China Product (the "**Other Regions Consideration Period**") as to whether it intends to exclusively distribute such Acotec New China Product in any of the Other Regions:

- If the BSC Group notifies the Company within the Other Regions Consideration Period of its intention to exclusively distribute such Acotec New China Product in any of the Other Regions, the Company shall enter into exclusive negotiations with the BSC Group regarding the corresponding Collaboration Definitive Agreement for a period of three months following the receipt of notice from the BSC Group; and

- If (i) the BSC Group does not notify the Company within the Other Regions Consideration Period, (ii) the BSC Group indicated no interest in exclusively distributing such Acotec New China Product in any of the Other Regions, or (iii) the parties fail to reach a Collaboration Definitive Agreement after good faith negotiations within such three-month negotiation period, the Company may enter into distribution discussions or agreements with other distributors or commercial partners or directly distribute in any of the Other Regions.

Manufacturing Services

– Manufacturing Services : During the term of the 2026 Master Collaboration Agreement, on a case-by-case basis, the Group may provide Manufacturing Services to the BSC Group for any BSC Product or Acotec Product on the terms and conditions of the 2026 Master Collaboration Agreement and any Collaboration Definitive Agreement.

Payment Terms under Collaboration Definitive Agreements

The payment terms for transactions contemplated under the 2026 Master Collaboration Agreement will be determined on a case-by-case basis having regard to the specific circumstances of the product(s), including manufacturing, marketing and distribution plans, and further specified in the Collaboration Definitive Agreements. It is currently expected that payment terms will generally be within 60 days from (i) the date of purchase order, to be entered into for sale of the BSC Products or the Acotec Products (as the case may be) or (ii) the date of invoice, to be issued based on milestones set out in the Collaboration Definitive Agreements for Manufacturing Services, which is consistent with the Parties' payment terms with their other counterparties. In particular, the payment terms of (i) the Group's sale of Acotec Products to the BSC Group, (ii) the Group's purchase of BSC Products and (iii) the Group's provision of Manufacturing Services to the BSC Group are the same as the Group's payment terms for purchase of products from, sale of products to and provision of manufacturing services to its other counterparties.

Proposed Annual Caps and Basis of Annual Caps for the purpose of Chapter 14A of the Listing Rules

The transactions contemplated under the 2026 Master Collaboration Agreement will involve:

(i) the purchase of the BSC Products by the Group from the BSC Group;

(ii) the sale of the Acotec Products by the Group to the BSC Group; and

(iii) the provision of Manufacturing Services by the Group to the BSC Group.

For the purposes of Chapter 14A of the Listing Rules, the proposed annual caps for each of the foregoing transactions for each of the three years ending December 31, 2026, 2027 and 2028 are set out in the table below:

	Classification under the Listing Rules based on the proposed annual caps	**January 1, 2026 to December 31, 2026**	**January 1, 2027 to December 31, 2027**	**January 1, 2028 to December 31, 2028**
Purchase of the BSC Products by the Group from the BSC Group	Partially-exempt CCT	USD1,000,000	USD1,000,000	USD1,000,000
Sale of the Acotec Products by the Group to the BSC Group	Non-exempt CCT	USD30,000,000	USD62,000,000	USD78,000,000
Provision of the Manufacturing Services by the Group to the BSC Group	Partially-exempt CCT	USD1,000,000	USD1,000,000	USD2,000,000

The proposed annual caps were determined by the Parties after commercial negotiations taking into account the following factors:

Basis of Annual Cap for Purchase of the BSC Products by the Group from the BSC Group

It is expected that the Group will purchase BSC Products from the BSC Group. The proposed annual caps of purchase of BSC Products by the Group under the 2026 Master Collaboration Agreement were determined after considering, among other things, the following factors:

(1) **Historical transaction amount:** There was no purchase of BSC Products by the Group under the 2023 Master Collaboration Agreement as the Group had yet to identify a suitable market fit for BSC Products, and accordingly, as at the Latest Practicable Date, there was no utilization of the relevant annual caps under the 2023 Master Collaboration Agreement. Taking into account the historical transaction amount, the proposed annual caps for purchase of the BSC Products by the Group from the BSC Group under the 2026 Master Collaboration Agreement are lower than those in the 2023 Master Collaboration Agreement; and

(2) **Market Opportunities of the BSC Products in the Greater China Region:** The Group continuously evaluates opportunities to leverage the BSC Products in a complementary manner to maximize market penetration and revenue. The purchase of the BSC Products by the Group from the BSC Group provides a valuable strategic opportunity to diversify the product portfolio and customer base of the Group to retain and broaden revenue sources with the Group's existing customers and to access potential new customers, in light of the complementary sales channels (the sales channels of the BSC Group are mostly higher-tier hospitals and the sales channels of the Group are mostly lower-tier hospitals) and product type (the Acotec Products distributed in the Greater China Region are mostly vascular surgery products whereas the BSC Group distributes a broader range of BSC Products ranging from cardiovascular products and neurological products to gastrointestinal and urological products in the Greater China Region). The Group has been conducting market research to explore potential market fit for BSC Products in the Greater China Region. While the Group has yet to identify any appropriate market fit to access the sales channel of the BSC Products as of the Latest Practicable Date, the potential market opportunities exist and take time to materialize by conducting more marketing activities to the target customers and developing the relevant sales channels; the sales of the BSC Products in the Greater China Region are expected to increase as and when an appropriate market fit is identified and commercially desirable to pursue. The proposed annual caps also take into account the potential purchase of BSC Products by the Group, which is estimated to be no more than USD1,000,000 per year.

Basis of Annual Cap for Sales of Acotec Products by the Group to the BSC Group

It is expected that the Group will sell Acotec Products to the BSC Group. The proposed annual caps of sales of the Acotec Products to the BSC Group under the 2026 Master Collaboration Agreement were determined after considering, among other things, the following factors:

(1) **Historical transaction amount:** Under the 2023 Master Collaboration Agreement, the BSC Group has purchased and distributed five Acotec Products, namely (i) semi-compliant PTCA balloon (YAN) distributed in the Greater China Region, (ii) Paclitaxel-Eluting Coronary Balloon Dilation Catheter AcoArt Camellia® distributed in the Greater China Region, (iii) AcoArt Orchid® & Dhalia®/Orchid Plus distributed in Other Regions, (iv) AcoArt Tulip® & Litos® distributed in Other Regions and (v) AcoArt Cedar® Radiofrequency Ablation System AcoArt Cedar® Radiofrequency Ablation System distributed in Hong Kong. As of October 2025, the BSC Group has recorded active sales of these Acotec Products in five regions and 17 countries. The BSC Group also purchased and distributed Paclitaxel Coated High-pressure Balloon (ACOART AVENS®) in the Greater China Region in 2024, the sales of which was terminated in March 2025 based on mutual agreement by the Parties, primarily because the Group has allocated more resources to its sales team, enabling the Group to execute its own distribution of Paclitaxel Coated High-pressure Balloon (ACOART AVENS®) in the Greater China Region in a more efficient manner.

The historical transaction amounts of sales of Acotec Products to the BSC Group were USD288,000 from July 20, 2023 to December 31, 2023, approximately USD5,335,000 from January 1, 2024 to December 31, 2024 and approximately USD1,279,000 from January 1, 2025 to October 31, 2025. As of the Latest Practicable Date, the historical transaction amounts of sales of Acotec Products to the BSC Group did not exceed the annual caps under the 2023 Master Collaboration Agreement. There has been growth in the sales of these Acotec Products, with applicable sales by the BSC Group to its customers in the Other Regions in the first quarter of 2025 growing by 5.5 times as compared to the first quarter of 2024, and applicable sales by the BSC Group to its customers in the Other Regions in the second quarter of 2025 nearly doubled that in the second quarter of 2024.

The increase in sales of Acotec Products from the Group to the BSC Group from 2023 to 2024 was primarily due to the sales of the aforementioned five Acotec Products by the Group to the BSC Group in 2024, which was driven by the BSC Group's need to build up its inventories prior to entering into new markets. The sales of Acotec Products from the Group to the BSC Group decreased from 2024 to 2025, primarily due to the BSC Group's reduced need to purchase inventories in FY2025 as it was still consuming the previously purchased inventories and the Parties' termination of sales of Paclitaxel Coated High-pressure Balloon (ACOART AVENS®) in March 2025.

It is expected that the sales of Acotec Products by the Group to the BSC Group under the 2026 Master Collaboration Agreement will increase at a rate of 5% to 10% per year due to increases in the BSC Group's sales of Acotec Products driven by expanded product indications and the corresponding expanded scope of government medical insurance coverage which would result in increased affordability for hospitals and accordingly increased procurement from hospitals, increased utilization through procurement and consumption by existing customers, increased market size, and development of new customers in line with the increase in the BSC Group's sales of Acotec Products to its customers and as market recognition of Acotec Products and penetration continue to improve;

(2) **BSC Group's future distribution plan of the foregoing Acotec Products:** Although the overall utilization of the annual caps for sales of Acotec Products to the BSC Group under the 2023 Master Collaboration Agreement was relatively low for the reasons set out above, the Company expects there will be an uptick in the sales of Acotec Products to the BSC Group under the 2026 Master Collaboration Agreement, as the BSC Group intends to distribute the Acotec Products set out in paragraph (1) to seven additional countries by the beginning of 2026 and 16 additional countries by the end of 2027, with an estimated year-on-year in-market growth of 10% to 20% in product sales driven by the BSC Group's various promotional and incentive programs;

(3) **Estimated market size of the Co-developed Products:** Pursuant to the 2023 Master Service Agreement, the Parties have entered into a R&D Supporting Services agreement to co-develop three Acotec Products which are primarily used for peripheral interventions (the "**Co-developed Products**"). It is expected that one of the Co-developed Products will be commercialized in 2026, subject to the time of obtaining regulatory approval(s), and the Company intends to sell the Co-developed Products to the BSC Group pursuant to the 2026 Master Collaboration Agreement for distribution to its traditional customer base – primarily hospitals and clinics – in North America and Asia Pacific with potential expansion into Europe and Latin America. Taking into consideration the aforementioned targeted regions for commercialization of the Co-developed Products and the targeted customer segments and profiles, the estimated target market size for the Co-developed Products is approximately USD215 million, USD220 million and USD230 million for the years ending December 31, 2026, 2027, and 2028, respectively. The foregoing estimated market size of the Co-developed Products are based on analysis of, among other things, independent third-party market data procured from reputable information service vendors including DRG, IQVIA Inc., and Clarivate, and proprietary information and statistics provided by the BSC Group;

(4) **Estimated sales (as a % of the above market size) of the Co-developed Products:** Based on the product categories and geographies that the BSC Group may enter, the estimated sales (as a % of the above market size) of the Co-developed Products range from 10% to 25% by product category and geography. It is estimated that the sales of the Co-Developed Products will contribute to 60% to 80% of the proposed annual caps in each year under the 2026 Master Collaboration Agreement. The estimated sales range of the Co-developed Products are determined based on the BSC Group's experience in introducing new products into these markets, including its understanding of the capacity and capabilities of its sales teams and distributors and the accessibility and availability of competing products. The foregoing estimated sales (as a % of the above market size) has taken into consideration various factors, including market size, segmentation strategies, competition, product positioning, pricing, field sales capacity, hospital list-in progress, the end-hospital price based on diagnosis-related group system and the value-based purchasing programs, which may affect pricing in sales to hospitals. The proposed annual caps assume the optimal scenario that the foregoing factors are favourable to BSC Group, resulting in higher estimated sales. In the sub-optimal scenario where the factors do not turn out to be as favourable to BSC Group as anticipated, sales may decrease in a range of 20% to 40%. The estimated sales of the Co-developed Products also takes into account the adjustment for product availability which is subject to variables such as product launch timing, regulatory approvals and reimbursements, selling cycles, and the BSC Group's expected ramp-up across the three-year term to launch the Co-developed Products at full selling capacity in the targeted geographies. The ramp-up is expected to take about three years on account of various factors, including sales contracting, participation in various tender offers, and the time required to complete the BSC Group's internal systems and processes for selling the Co-developed Products in the different targeted geographies, and is expected to ramp up from approximately 10% of the above market size to approximately 25% of the above market size over the three-year term, based on the BSC Group's experience in launching and increasing market penetration of comparable products as agreed with the Group;

(5) Collaboration on other Acotec Products in new markets: Since the signing of the 2023 Master Collaboration Agreement, the Parties have closely collaborated to understand each other's manufacturing capabilities, product pipelines, distribution capabilities and market coverage. As the Parties are committed to identifying potential opportunities for development and sales of the Acotec Products, the proposed annual caps also take into account the potential sales of other Acotec Products in new markets, which, based on the BSC Group's estimation as agreed with the Group, are likely to be no more than USD10,000,000 per year; and

(6) General Buffer: A general buffer of 2% to 5% for fluctuation in market prices and currency exchange rates, due to external factors such as inflation.

Basis of Annual Cap for Provision of Manufacturing Services to the BSC Group

The proposed annual caps of provision of manufacturing services to the BSC Group under the 2026 Master Collaboration Agreement were determined after considering, among other things, the following factors:

(1) **Historical transaction amount:** During the term of the 2023 Master Collaboration Agreement, the Parties actively explored opportunities for the Group's provision of Manufacturing Services to the BSC Group and have entered into substantive discussions on, or commenced, certain discrete projects, accordingly, as at the Latest Practicable Date, there was no utilization of the annual caps for provision of Manufacturing Services to the BSC Group under the 2023 Master Collaboration Agreement. However, as such projects were in the planning phase, transaction amount for providing Manufacturing Services to the BSC Group had yet to materialize as of the Latest Practicable Date. Taking into account the historical transaction amount, the proposed annual caps for provision of Manufacturing Services under the 2026 Master Collaboration Agreement are lower than those under the 2023 Master Collaboration Agreement;

(2) **Anticipated increase in demand for Manufacturing Services:** As of the Latest Practicable Date, the Parties have commenced one discrete project on a neuromodulation product and have entered into substantive discussion on another discrete project. The Company anticipates an increase in demand for Manufacturing Services over the historical transaction amount based on the expected increase in scope and extent of collaboration in providing Manufacturing Services for the Co-developed Products, one of which is expected to be commercialized in 2026 subject to the time of obtaining regulatory approval(s), as further set out in "Basis of Annual Cap for Sales of Acotec Products by the Group to the BSC Group" above;

(3) **Production capacity:** The annual production capacity of the production line for providing Manufacturing Services to the BSC Group (i.e. 140,000 units to 280,000 units) based on the Company's estimation of production capacity required for the Manufacturing Services, taking into account the parameters of the projects mentioned in (2) above; and

(4) **Market price range:** The market price range for providing manufacturing services for different types of products that are of comparable nature to products for which Manufacturing Services are expected to be provided.

2026 Master Service Agreement

On July 20, 2023, the Company and BSG entered into the 2023 Master Service Agreement to govern the Parties' mutual provision of R&D Supporting Services and CSO Services from July 20, 2023 to December 31, 2025.

In anticipation of the expiry of the 2023 Master Service Agreement on December 31, 2025, the Company and BSG entered into the 2026 Master Service Agreement on December 12, 2025 (after trading hours), on similar terms as the 2023 Master Service Agreement, to govern the Parties' mutual provision of R&D Supporting Services and CSO Services for the three years ending December 31, 2028.

Key Terms of the 2026 Master Service Agreement

Date : December 12, 2025 (after trading hours)

Parties : (i) the Company

(ii) Boston Scientific Group Limited, the Controlling Shareholder of the Company

Term : January 1, 2026 to December 31, 2028

Key terms : Pursuant to the 2026 Master Service Agreement, either Party may provide any R&D Supporting Services or CSO Services to the other Party on terms and conditions thereunder and under any separate service request, confirmatory document, or other definitive agreement (the "**Service Definitive Agreement**", together with the Collaboration Definitive Agreement, the "**Definitive Agreement(s)**"). The Service Definitive Agreement shall include the service scope, the service period and such other necessary and customary terms and conditions in connection with the transactions contemplated under the 2026 Master Service Agreement.

R&D Supporting Services

R&D Supporting Services mainly include, among other things, the following services in relation to research and development of the Products and Services that are provided in line with the ordinary and usual course of business of the Group or the BSC Group (as the case may be):

(a) research and development services in connection with assisting in the development, iteration and sustainment of the Products and Services;

(b) laboratory and testing support;

(c) pre-clinical and clinical support and services including any relevant regulatory support;

(d) prototyping and device supply;

(e) research and development laboratory space;

(f) access to key suppliers and sourcing, manufacturing, packaging, sterilizing, designing and/or distribution services as agreed by the Parties in writing from time to time, in each case, in connection with the underlying R&D Supporting Services;

(g) access to required documentation and quality systems to support the global commercialization of the Products and Services, including global regulatory approvals; and

(h) any other services in relation to research and development as agreed between the Parties from time to time.

The Parties may enter into separate agreement(s) ("**IP Agreements**") to govern any intellectual property rights which may arise from the R&D Supporting Services. The IP Agreements are expected to cover, among other things, the ownership, utilization and commercialization of such intellectual property rights, any applicable transfer or license (in-licensing or out-licensing) arrangements and/or such other customary terms and conditions in connection with the transactions contemplated under the 2026 Master Service Agreement.

CSO Services

CSO Services mainly include, among other things, services for promotion of the sales of products of the third parties or such other customary services provided by a CSO to its principal in the same or similar type of business arrangements.

Payment Terms under Service Definitive Agreements

The payment terms for transactions contemplated under the 2026 Master Service Agreement will be determined on a case-by-case basis taking into account the nature, timetable and other parameters of the R&D Supporting Services or CSO Services (as the case may be) and further specified in the Service Definitive Agreements. It is currently expected that payment terms will generally be within 60 days from the date of invoice, to be issued based on milestones set out in the Service Definitive Agreements, which is generally consistent with the Parties' payment terms with their other counterparties. In particular, the payment terms of the Group's provision of R&D Supporting Services or CSO Services to the BSC Group and the Group's receipt of R&D Supporting Services or CSO Services from the BSC Group are the same as the payment terms that the Group would offer or accept for provision of similar services to and receipt of similar services from its other counterparties.

Proposed Annual Caps and Basis of Annual Caps for the purpose of Chapter 14A of the Listing Rules

The transactions contemplated under the 2026 Master Service Agreement will involve:

(i) provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group; and

(ii) receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group.

For the purposes of Chapter 14A of the Listing Rules, the proposed annual caps for each of the foregoing transactions for each of the three years ending December 31, 2026, 2027 and 2028 are set out in the table below:

	Classification under the Listing Rules based on the proposed annual caps	**January 1, 2026 to December 31, 2026**	**January 1, 2027 to December 31, 2027**	**January 1, 2028 to December 31, 2028**
Provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group	Non-exempt CCT	USD4,000,000	USD2,000,000	USD2,500,000
Receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group	Partially-exempt CCT	USD1,000,000	USD1,000,000	USD1,000,000

For the avoidance of the doubt, the IP Agreements are not considered as part of the transactions contemplated under the 2026 Master Service Agreement for the purposes under Chapters 14 and/or 14A of the Listing Rules. As at the Latest Practicable Date, the Parties have not entered into any IP Agreement. To the extent the Parties enter into any IP Agreement in the future and if such arrangement then constitutes a notifiable transaction and/or non-exempt connected transaction, the Company will comply with the applicable requirements under Chapters 14 and/or 14A of the Listing Rules.

The proposed annual caps for the transactions contemplated under the 2026 Master Service Agreement were determined after considering, among other things, the following factors:

(1) **Historical transaction amount:** The Parties have commenced three ongoing R&D projects for the Co-developed Products with contract values of approximately US$1.2 million to US$1.3 million and have incurred transaction amounts for the Group's provision of R&D Supporting Services and CSO Services to the BSC Group for these projects in the year ending December 31, 2025. The historical transaction amounts of the R&D projects were nil from July 20, 2023 to December 31, 2023 and from January 1, 2024 to December 31, 2024 and approximately USD376,000 from January 1, 2025 to October 31, 2025. As of the Latest Practicable Date, the historical transaction amounts of the Group's provision of R&D Supporting Services and CSO Services to the BSC Group did not exceed the annual caps under the 2023 Master Service Agreement. However, the Parties have yet to incur any transaction amount for the Group's receipt of R&D Supporting Services and CSO Services from the BSC Group under the 2023 Master Service Agreement, accordingly, as at the Latest Practicable Date, there was no utilization of the annual caps for the Group's receipt of R&D Supporting Services and CSO Services from the BSC Group under the 2023 Master Service Agreement. Taking into account the historical transaction amount, the proposed annual caps for both provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group and receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group under the 2026 Master Service Agreement are lower than those under the 2023 Master Service Agreement;

(2) **The undertaken R&D projects and the anticipated post-launch services:** The Company and the BSC Group expect to continue the three ongoing R&D projects during the term of the 2026 Master Service Agreement, which are expected to incur more significant transaction amounts for the Group's provision of R&D Supporting Services and CSO Services to the BSC Group in the year ending December 31, 2026, such as design engineering, prototype development, product testing, design validation, and other services, after which the focus of these three R&D projects will be shifted to R&D Supporting Services and/or CSO Services to support the post-launch sustaining effort or geographical expansion initiatives in the years ending December 31, 2027 and 2028, which are in turn expected to continue to incur transaction amounts for the Group's provision of R&D Supporting Services and CSO Services to the BSC Group, such as geoexpansion, audit support, and regulatory support; and

(3) **Additional R&D projects:** Subject to the market conditions and circumstances, the Parties expect to commence two additional R&D projects in 2027 which are currently at the preliminary discussion stage with no defined work plan as of the Latest Practicable Date. These R&D projects will utilize the proposed annual caps for provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group under the 2026 Master Service Agreement. The Parties are also exploring other projects to tailor Acotec Products for sale to the BSC Group, which may utilize the proposed annual caps for receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group under the 2026 Master Service Agreement.

Pricing Policies

2026 Master Collaboration Agreement

To the extent available, the Group shall furnish the BSC Group with a market research report with respect to the Acotec Products sold by the Group to the BSC Group (whether such Acotec Products would be distributed on an exclusive or non-exclusive basis) prepared by the Group's in-house business development and marketing team and the BSC Group shall furnish the Group with a market research report with respect to the BSC Products sold by the BSC Group to the Group (whether such BSC Products would be distributed on an exclusive or non-exclusive basis) prepared by the BSC Group's in-house commercial strategy team (each such report, the "**Collaboration In-house Report**") within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Collaboration Agreement, which shall be updated by the Group or BSC Group (as applicable) upon renewal of the 2026 Master Collaboration Agreement or upon such shorter period as the Parties deem necessary with respect to a certain product.

The Collaboration In-house Report shall contain, among other things, the customary pricing mechanisms of two to five products similar or comparable to the Acotec Products and the BSC Products (as applicable and to the extent available) and the customary fee arrangements of two to five similar or comparable services (to the extent available) between the service provider and the service recipient.

If the Group or BSC Group (as applicable) does not have the expertise to conduct the market research and prepare the Collaboration In-house Report, the Parties shall engage Frost & Sullivan or any other industry expert of international repute as agreed between the Parties as the independent industry consultant to issue an industry report (the "**Collaboration Industry Report**") within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Collaboration Agreement, which shall be updated by Frost & Sullivan or such other industry expert upon renewal of the 2026 Master Collaboration Agreement or upon such shorter period as the Parties deem necessary with respect to a certain product, which shall contain, the same information as required in a Collaboration In-house Report.

To ensure the Collaboration In-house Report and the Collaboration Industry Report (as the case may be) contain up-to-date market information, our Group's in-house business development department and marketing team will monitor the market conditions and refresh its datasets every half year or on shorter intervals in exceptional cases to collect market information on relevant target markets. Please refer to the section headed "Internal Control Measures" on page 27 of the Circular for further details.

Sale of the BSC Products to the Group and sale of the Acotec Products to the BSC Group

The purchase price of each BSC Product payable by the Group and each Acotec Product payable by the BSC Group under any Collaboration Definitive Agreement shall be one single price applicable to all geographical locations in which the BSC Product or the Acotec Product (as the case may be) will be distributed. Based on market research by the Group's in-house business development and marketing team, this is a routine practice of the BSC Group *vis-à-vis* its original equipment manufacturers (including the Group) and is not uncommon for market players with distribution networks at comparable scales as the Parties. The purchase price of the BSC Product or the Acotec Product (as the case may be) is determined after arm's length negotiation between the Parties with reference to:

(1) one of the customary pricing mechanisms of similar or comparable products between the manufacturer and its independent distributors as provided in the latest Collaboration In-house Report or Collaboration Industry Report (as the case may be); and

(2) the average sales price of such BSC Product or such Acotec Product (as the case may be), during the six months period prior to the date of such Collaboration Definitive Agreement, contained in similar existing agreements with independent distributors (e.g. distribution agreements) to which the BSC Group or the Group (as the case may be) is a party.

When determining the purchase price of the BSC Products or the sales price of the Acotec Products, the Company will first determine a market price range of a given product by referencing to the customary pricing mechanisms, which is primarily based on the market price range of similar or comparable products sold to distributors, if and when necessary, with consideration of the ones sold to the end users, as provided in the latest Collaboration In-house Report or Collaboration Industry Report (as the case may be). The Company will then negotiate with the BSC Group to determine the final price, which shall be no more than (for purchase of BSC Products) and no less than (for sale of Acotec Products) the average sales price during the six months period prior to the date of the Collaboration Definitive Agreement, to ensure the final price is on normal commercial terms or better (to the Group).

Provision of the Manufacturing Services by the Group to the BSC Group

The service fee in relation to the Manufacturing Services provided by the Group to the BSC Group shall be paid by the BSC Group pursuant to the terms of the Collaboration Definitive Agreement and shall be determined after the arm's length negotiation between the Parties by referencing similar or comparable services that the Group provides to the Independent Third Parties, at fees within the customary fee ranges of similar and comparable services between the service provider and the service recipient as provided in the latest Collaboration In-house Report or Collaboration Industry Report (as the case may be).

If a cost-plus arrangement is adopted for particular service, the Company will consider its cost for such service and adopt a mark-up rate within the customary mark-up rate contained in the Collaboration In-house Report or Collaboration Industry Report (as the case may be) in determining the service fee. If a different pricing mechanism is adopted for a particular service, the Company will consider the customary pricing arrangement contained in the Collaboration In-house Report or Collaboration Industry Report (as the case may be) in determining the service fee.

2026 Master Service Agreement

To the extent available, the Group shall furnish the BSC Group with a market research report with respect to the R&D Supporting Services and CSO Services provided by the Group to the BSC Group prepared by the Group's in-house business development and marketing team and the BSC Group shall furnish the Group with a market research report prepared by the BSC Group's in-house commercial strategy team (each such report, the "**Service In-house Report**") within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Service Agreement, which shall be updated by the Group or BSC Group (as applicable) upon renewal of the 2026 Master Service Agreement or upon such shorter period as the Parties deem necessary with respect to a certain service. The Service In-house Report shall contain, among other things, the customary fee arrangements of similar or comparable services between the service provider and the service recipient.

If the Group or the BSC Group (as applicable) does not have the expertise to conduct the market research and prepare the Service In-house Report, the Parties shall engage Frost & Sullivan or any other industry expert of international repute as agreed between the Parties as the independent industry consultant to issue an industry report (the "**Service Industry Report**") within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Service Agreement, which shall be updated by Frost & Sullivan or such other industry expert upon renewal of the 2026 Master Service Agreement or upon such shorter period as the Parties deem necessary with respect to a certain service, which shall contain, among other things, the same information as required in a Service In-house Report.

To ensure the Service In-house Report and the Service Industry Report (as the case may be) contain up-to-date market information, our Group's in-house business development department and marketing team will monitor the market conditions and refresh its datasets every half year or on shorter intervals in exceptional cases such as market volatility due to macroeconomic conditions and government policy changes to collect market information on relevant target markets. Please refer to the section headed "Internal Control Measures" on page 27 of the Circular for further details.

The service fee in relation to the R&D Supporting Services shall be paid by the Group and the BSC Group (as the case may be) pursuant to the terms of the Service Definitive Agreement and shall be determined after arm's length negotiation between the Parties with reference to the service fees of similar or comparable services that the Group or the BSC Group (as the case may be) provides to the Independent Third Parties and customary fee arrangements of two to five similar or comparable services between the service provider and the service recipient as provided in the latest Service In-house Report or the Service Industry Report (as the case may be).

The service fee in relation to the CSO Services shall be paid by the Group and the BSC Group (as the case may be) pursuant to the terms of the Service Definitive Agreement and shall be determined after arm's length negotiation between the Parties with reference to the service fees of similar or comparable services that the Group or the BSC Group (as the case may be) provides to the Independent Third Parties, at fees within (for service fee to be paid by the Group) and no less (for service fee to be paid by the BSC Group) than the customary fee range of two to five similar or comparable services (as applicable and to the extent available, in light of the bespoke nature of CSO services) between the principal and its CSOs as provided in the latest Service In-house Report or the Service Industry Report (as the case may be).

When a cost-plus arrangement is adopted for particular service, the Company will consider its cost for such service and adopt a mark-up rate which is within the customary mark-up rate contained in the Service Industry Report in determining the service fee.

The Directors consider that the pricing policies above will be able to ensure the transactions contemplated under the 2026 Framework Agreements will be conducted on normal commercial terms and not prejudicial to the interest of the Company and Shareholders.

Internal Control Measures

The pricing policies for all the continuing connected transactions of the Group will be supervised and monitored by the relevant personnel and management of the Group in charge to ensure the relevant continuing connected transaction is conducted on normal commercial terms and will not be prejudicial to the interests of the Company and its Shareholders as a whole. In particular,

(i) if a Collaboration Industry Report or a Service Industry Report is required, the business development department or the commercial team of the Company will discuss with Frost & Sullivan or any other industry expert of international repute who will prepare the Collaboration Industry Report or the Service Industry Report and review those industry reports (including the bases and assumptions thereof);

(ii) the business development department or the commercial team, consisting of experienced staffs in the medical device sector, will monitor the market conditions and conduct market search, based on their experience, every half year or on shorter intervals in exceptional cases to collect the market information on the relevant target

markets by checking official tendering websites, i.e. the Sunshine Purchase (陽光採購) websites and other official tendering websites then and communicating with other customers/suppliers of the Group. If the business development department or the commercial team notes that the pricing mechanisms of similar or comparable products or the customary fee arrangements of similar or comparable services (as applicable) contained in the Collaboration In-house Report, the Collaboration Industry Report, the Service In-house Report or the Service Industry Report (as the case may be) deviates from the latest market practice and such deviation becomes less favorable to the Company, it will report the same to the management of the Company. The management of the Company will assess the market conditions and consider to initiate commercial discussion with the BSC Group as soon as reasonable practicable, after taking into account (a) the dynamic market conditions, as market conditions may fluctuate due to short-term factors such as raw material costs, foreign exchange rates and one-off or bulk discounts, (b) the switching cost in pursuing alternatives with limited price differentials (i.e. the overall costs of engaging an alternative supplier may not justify the benefits of a lower per unit cost of the relevant products) and (c) from a sustainable collaboration stand point, the strategic benefits of partnering with a reliable counterparty with scaling potential and other strategic opportunities;

(iii) after receiving the Collaboration Industry Report or the Service Industry Report (as the case may be) or where the business development department or the commercial team reports any less favorable deviation of findings in such report from the latest market practice, the management of the Company will consult with the business development team or the commercial team of the Company, and if required, Frost & Sullivan or any other industry expert of international repute, to ascertain whether there is any material change in the latest market conditions and discuss with the BSC Group whether it is necessary to update the Collaboration Industry Report or the Service Industry Report (as the case may be);

(iv) the financial team and the legal team of the Company will supervise and monitor the Definitive Agreements to be entered into between the Group and the BSC Group pursuant to the 2026 Framework Agreements every quarter to ensure that their terms (including the pricing policies and payment terms) are in compliance with the terms of the 2026 Framework Agreements and on normal commercial terms or better than terms offered by the Independent Third Parties for comparable transactions under similar conditions (if any);

(v) the financial team and legal team of the Company will monitor the transaction amounts for the continuing connected transactions under the 2026 Framework Agreements every quarter. In the event that the transaction amounts of any continuing connected transaction reach 75% of the relevant proposed annual cap set out above, the financial team and the legal team shall report to the management of the Company; and

(vi) the management of the Company will, after receiving the report from the financial team and the legal team, consider actions to ensure the compliance with the requirements under the Listing Rules, including obtaining the approval from Independent Shareholders to revise the proposed annual caps if necessary.

The independent non-executive Directors and the auditors of the Company will review the transactions contemplated under the 2026 Framework Agreements annually to provide the confirmation as required under the Listing Rules that the continuing connected transactions are entered into in the ordinary and usual course of business of the Company on normal commercial terms, are fair and reasonable and are in the interests of the Company and the Shareholders as a whole, and are implemented in accordance with the terms of the relevant agreements governing such transactions, the pricing policy and the annual caps.

The Company considers that the internal control mechanism above is effective to ensure that the transactions contemplated under the 2026 Framework Agreements will be conducted on normal commercial terms and not prejudicial to the interests of the Company and the Shareholders as a whole.

Reasons for and Benefits of Entering into the 2026 Framework Agreements

After BSG became the Controlling Shareholder of the Company after completion of a voluntary conditional partial offer in February 2023, the Group and the BSC Group have been exploring commercial collaboration opportunities in R&D, manufacturing and commercialization to create synergistic value. With respect to the 2026 Framework Agreements, the Directors are of the view that the interests of the BSC Group and those of the Company are in alignment.

As stated in the section headed "Information of the Parties – Information about BSG and the BSC Group" below, BSC is a global developer, manufacturer and marketer of medical devices that are used in a broad range of interventional medical specialties and has been a medical technology leader for more than 45 years.

Based on BSC's 2024 annual report, BSC's key business segments included Cardiology, Peripheral Interventions, Endoscopy, Urology, and Neuromodulation and generated total revenues of USD16.747 billion in 2024. As of December 31, 2024, BSC had approximately 53,000 employees, of which approximately 60% were outside the U.S. On research and development front, BSC spent USD1.615 billion on research and development related expenses in 2024, representing approximately 9.6% of net sales. On sales and marketing front, BSC marketed products and solutions to hospitals, clinics, outpatient facilities and medical offices in 127 countries worldwide. BSC has a category leadership strategy which seeks to deepen its portfolio to help physicians diagnose and treat complex cardiovascular, respiratory, digestive, oncological, neurological, and urological diseases and conditions through organic research and development, smart investments and acquisitions to strengthen its core businesses and to expand its presence in high-growth adjacent markets and regions.

The Company is of the view that the entering into of the 2026 Framework Agreements and the transactions contemplated thereunder would enable the Group to:

(i) gain additional access to, and enhance reputation and recognition of the Group's products in, the global market through the established and comprehensive global commercialization and distribution network of the BSC Group by selling the Acotec Products to the BSC Group for its distribution under the 2026 Master Collaboration Agreement;

(ii) facilitate the R&D of its pipeline products through the established and comprehensive global R&D network of the BSC Group by receiving the R&D Supporting Services from the BSC Group under the 2026 Master Service Agreement;

(iii) broaden its revenue sources by providing products and services under the 2026 Framework Agreements to the BSC Group through the existing distribution and R&D resources of the Group in the Greater China Region;

(iv) enhance the Group's relationship with its customer with the Group's diversified product portfolio and to access potential new customers clients by distributing the BSC Products received under the 2026 Master Collaboration Agreement to such customers to satisfy their needs;

(v) support the Group in obtaining global regulatory approvals by way of R&D Supporting Services to be provided by the BSC Group, as the BSC Group has more experience and resources in dealing with local authorities in the overseas markets;

(vi) enhance the effectiveness and efficiency of the Group's R&D by supporting its project expansion or acceleration, particularly when faced with its own resource constraints, such as limited capacity or lack of the specific expertise;

(vii) enhance the effectiveness and efficiency of the Group's manufacturing as the BSC Group provides (a) inputs and feedback on improvement or enhancement of the relevant BSC Product or Acotec Product (as the case may be) and its manufacturing processes and techniques (which will be integrated into the Group's know-how) and (b) resources and referral on raw material suppliers by the BSC Group which could provide better rates to the Group for its own operations; and

(viii) achieve synergy with the BSC Group by enabling (a) complementary addition to the other Party's product portfolio such that the Parties could deepen their respective existing customer relationships and further explore new customers, which drives higher customer acceptance of both Parties' brand and translates into higher sales, (b) capability sharing as each Party has different technical expertise and core competencies complementary to the other Party, such as the Group's relative expertise in vascular surgery products and the BSC Group's relative expertise in broader range of products and the Group's relative familiarity with regulatory authorities in the Greater China Region and the BSC Group's relative familiarity with regulatory authorities in the overseas market, while at the same time providing more business opportunities for each Party to strengthen its core competencies and (c) broader market reach through the complementary sales channels, as the sales channels of the BSC Group are mostly higher-tier hospitals and the sales channels of the Group are mostly lower-tier hospitals.

Further, the entering into of the 2026 Framework Agreements and the transactions contemplated thereunder would enable the BSC Group to:

(i) benefit from the reputation of the Group in the PRC;

(ii) benefit from the Group's efficient R&D organization;

(iii) gain access to new products that are not currently in the BSC Group's portfolio through the Group;

(iv) gain access to new customers in the PRC through the Group's established distribution network in the PRC; and

(v) potentially lower the manufacturing cost by engaging the Group to provide the Manufacturing Services.

The Directors consider that the Group is not unduly reliant on the BSC Group for the following reasons:

(i) Mutually beneficial and complementary relationship

BSG has been the Controlling Shareholder of the Company since February 2023 through a voluntary partial offer with the purpose of bringing together the core competencies of the BSC Group and the Company and providing meaningful growth opportunities and creating value for both the BSC Group and the Company. With respect to the 2026 Framework Agreements, the Directors are of the view that the interests of BSG and those of the Company are in alignment. In particular, the sale of the Acotec Products to the BSC Group allows the Group to enhance reputation and recognition of the Acotec Products in global market through the established and comprehensive global commercialization and distribution network of the BSC Group.

The provision of R&D Supporting Services and CSO Services between the Parties enables resource pooling and capability sharing, as each Party has different technical expertise, core competencies and resources complementary to the other Party. In particular, provision of R&D Supporting Services by the BSC Group to the Group will facilitate the Group's R&D of its pipeline products through the established and comprehensive global R&D network of the BSC Group, provision of CSO Services by the BSC Group to the Group will allow the Group to rapidly expand its market reach in a cost-efficient manner given the established and comprehensive global commercialization and distribution network of the BSC Group, and provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group will enhance the development and sales of the Acotec Products to be purchased and distributed by the BSC Group, thereby allowing the BSC Group to gain a stronger foothold in its customer base.

In respect of sale of the BSC Products to the Group, the Group will resell the BSC Products in the Greater China Region, with order placed by the Group's clients for the BSC Products. Such arrangement will consolidate the customer relationships between the Group and its clients and expand the Group's source of revenue (as distributor).

Based on the above-mentioned reasons, the Company believes that the business relationship between the Group and the BSC Group is mutually beneficial. It is beneficial to the Group in securing stable and long-term relationship with the BSC Group, a global leading player in medical devices sector, and also strategically important to the BSC Group by ensuring a reliable business partner in the PRC.

(ii) Solid relationship and extremely low risk of termination

BSG has been the Controlling Shareholder of the Company since February 2023. Since then the Group and the BSC Group have been exploring commercial collaboration opportunities in R&D, manufacturing and commercialization to create synergistic value. It is expected that the Group and the BSC Group will maintain a stable and long-term business relationship, and there is an extremely low risk that the relationship between the Group and the BSC Group will materially adversely change or terminate.

(iii) No material adverse impact

Any change in the relationship with the BSC Group will not have a material adverse impact on the business of the Group. The Group is capable of carrying on its business independently of the BSC Group as it has independent management team led by Ms. LI Jing, independent administrative and operational organizational structure, and independent financial and accounting systems. As a leading medical device company in the PRC, the Company, with a strong in-house R&D team and sales and marketing team in the PRC, is able to further expand its product offering and maintain and develop its business relationship with other customers/suppliers other than the BSC Group. In addition, with its in-house sales and marketing team and existing sales channels, the Group has the capability to seek reasonable alternative distributor or commercial partner for the Acotec Products, or distribute the Acotec Products by itself, if the parties fail to reach a Collaboration Definitive Agreement after good faith negotiations for the contractual three-month negotiation period.

The BSC Group's exclusive distribution rights in respect of an Acotec Selected Product shall be terminated automatically with immediate effect if the BSC Group fails to meet the minimum purchase value for such Acotec Selected Product as set forth in the applicable Collaboration Definitive Agreement. The minimum purchase value for the Acotec Selected Products in the Collaboration Definitive Agreements will be mutually agreed by both Parties after taking into account, among others, the market demand, order size, profit margin, lead time for manufacturing and delivery, shelf life and shipping costs of the relevant Acotec Selected Product.

The exclusive distribution rights under Collaboration Definitive Agreement are not granted on a permanent basis and shall not contravene the 2026 Master Collaboration Agreement. Pursuant to the 2026 Master Collaboration Agreement, during the term of the 2026 Master Collaboration Agreement, any Party may terminate the 2026 Master Collaboration Agreement by giving the other Party not less than six months' notice in writing. Therefore, the management will continuously monitor and assess the sales performance of BSC Group, and if it has come to the Directors' attention that exclusive distribution rights granted to BSC Group under the 2026 Master Collaboration Agreement are no longer in the best interest of the Company and the Shareholders as a whole (for example, if there are other distributors offering more favorable terms and marketing resources to achieve enhanced market penetration in shorter time), the Directors have the opportunity to leverage such termination mechanism to negotiate an amendment of terms, failing which the Company may proceed to terminate the 2026 Master Collaboration Agreement (upon which the exclusive distribution rights will also fall away) upon a six months' notice.

The Directors consider that the transactions contemplated under the 2026 Framework Agreements were entered into in the ordinary and usual course of business of the Group and on normal commercial terms after arm's length negotiations between the Parties, and the terms of the 2026 Framework Agreements as a whole were fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Information of the Parties

Information about the Group

The Company is a company incorporated in the Cayman Islands with limited liability, whose Shares are listed on the Main Board of the Stock Exchange (Stock Code: 6669). The Company is a leading medical device company in China which provides interventional solutions for areas such as vascular surgery, cardiology, nephrology and neurology.

Information about BSG and the BSC Group

BSG is a private company limited by shares incorporated under the laws of the Republic of Ireland, which is wholly-owned by BSC. BSG is primarily engaged in investments in subsidiaries (which in turn are primarily engaged in the development, manufacture, marketing, and sale of medical devices used in a broad range of interventional medical specialties) and providing services to affiliated group entities.

BSC is a company incorporated under the laws of the State of Delaware, the U.S., whose shares are listed on the New York Stock Exchange. BSC is a global developer, manufacturer and marketer of medical devices that are used in a broad range of interventional medical specialties and has been a medical technology leader for more than 45 years.

Listing Rules Implications

As at the Latest Practicable Date, BSG is the Controlling Shareholder of the Company holding 65.0% of the issued share capital of the Company. Therefore, BSG is a connected person of the Company under the Listing Rules, and the transactions contemplated under the 2026 Framework Agreements constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

In relation to the proposed annual caps for each of the transactions contemplated under (A) the 2026 Master Collaboration Agreement:

(1) **Purchase of the BSC Products by the Group from the BSC Group**: As the highest applicable percentage ratio of the proposed annual caps is more than 0.1% but less than 5%, the foregoing transaction is subject to the reporting, annual review and announcement requirements but exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules;

(2) **Sale of the Acotec Products by the Group to the BSC Group**: As the highest applicable percentage ratio of the proposed annual caps exceeds 5%, the foregoing transaction is subject to the report, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules; and

(3) **Provision of the Manufacturing Services by the Group to the BSC Group**: As the highest applicable percentage ratio of the proposed annual caps is more than 0.1% but less than 5%, the foregoing transaction is subject to the reporting, annual review and announcement requirements but exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In relation to the proposed annual caps for each of the transactions contemplated under (B) the 2026 Master Service Agreement:

(4) **Provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group**: As the highest applicable percentage ratio of the proposed annual caps exceeds 5%, the foregoing transaction is subject to the report, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules; and

(5) **Receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group**: As the highest applicable percentage ratio of the proposed annual caps is more than 0.1% but less than 5%, the foregoing transaction is subject to the reporting, annual review and announcement requirements but exempt from the Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Transactions (2) and (4) above are collectively referred to as "**Non-exempt CCTs**" and transactions (1), (3) and (5) above are collectively referred to as "**Partially-exempt CCTs**".

Board Approval

Each of Mr. Arthur Crosswell BUTCHER and Ms. June CHANG, a non-executive Director, who also holds management positions in the BSC Group, namely Executive Vice President and Group President, MedSurg and Asia Pacific and President, Greater China respectively, has abstained from voting on the relevant board resolutions of the Company. Apart from Mr. Arthur Crosswell BUTCHER and Ms. June CHANG, none of the Directors has or is deemed to have a material interest in each of the 2026 Framework Agreements and the transactions contemplated thereunder and is therefore required to abstain from voting on the relevant Board resolutions approving the 2026 Framework Agreements and the transactions contemplated thereunder.

EGM NOTICE AND THE PROXY FORM

The EGM Notice is set out on pages 69 to 70 of this circular.

The Proxy Form for use at the EGM is enclosed with this circular. Whether or not you are able to attend the EGM in person, you are requested to complete the enclosed Proxy Form in accordance with the instructions printed thereon and return it to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the Proxy Form will not preclude you from attending and voting in person at the EGM or any adjourned meeting should you so wish and in such event, the Proxy Form shall be deemed to be revoked.

Shareholders who have appointed or intend to appoint proxies to attend the EGM are requested to pay particular attention to the following arrangement in relation to the completion and submission of the Proxy Form.

BSG, the Controlling Shareholder of the Company who held 203,702,962 Shares, representing 65% of the total issued share capital of the Company as of the Latest Practicable Date, shall abstain from voting at the EGM on the resolutions in relation to each of the 2026 Framework Agreements and the transactions contemplated thereunder. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no other Shareholders will be required to abstain from voting on the relevant resolutions to be proposed at the EGM.

For determining the eligibility of the holders of Shares to attend and vote at the EGM, the register of members of the Company will be closed from Wednesday, December 24, 2025 to Wednesday, December 31, 2025, both days inclusive, during which period no transfer of Shares will be registered. In order to be eligible to attend and vote at the EGM, all transfer of Shares documents, accompanied by the relevant share certificates and transfer forms, must be lodged with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration not later than 4:30 p.m. on Tuesday, December 23, 2025. The record date for the purpose of determining the eligibility of the Shareholders to attend and vote at the EGM is Wednesday, December 31, 2025.

RECOMMENDATION

Your attention is drawn to (i) the letter from the Independent Board Committee set out in this circular which contains the recommendation of the Independent Board Committee to the Independent Shareholders in relation to the Non-exempt CCTs and (ii) the letter from Gram Capital set out in this circular which contains its advice to the Independent Board Committee and the Independent Shareholders, each in relation to the Non-exempt CCTs, as well as the principal factors and reasons taken into account by Gram Capital in arriving at its advice.

Having taken into account the terms of the Non-exempt CCTs, the information provided in the letter from the Board and the letter from Gram Capital, the Independent Board Committee considers that (i) the terms of the Non-exempt CCTs (including the proposed annual caps) are on normal commercial terms and are fair and reasonable; and (ii) Non-exempt CCTs (including the proposed annual caps) are conducted in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole. Accordingly, the Independent Board Committee recommends the Independent Shareholders to vote in favor of the ordinary resolutions as set out in the notice of EGM and to be proposed at the EGM for approving the Non-exempt CCTs and the proposed annual caps.

Yours faithfully
By order of the Board
Acotec Scientific Holdings Limited
Jing LI
Chairperson of the Board, Executive Director and Chief Executive Officer

Acotec Scientific Holdings Limited
先瑞達醫療科技控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6669)

December 17, 2025

To the Independent Shareholders

Dear Sir or Madam,

CONTINUING CONNECTED TRANSACTIONS

We refer to the circular issued by the Company to the Shareholders dated December 17, 2025 (the "**Circular**") which this letter forms part. Terms used in this letter shall have the same meanings as those defined in the Circular unless the context otherwise requires.

We have been appointed by the Board as the members of the Independent Board Committee to consider the 2026 Framework Agreements and to advise you in respect of the Non-exempt CCTs and the proposed annual caps, details of which are set out in the section headed "Letter from the Board" of the Circular. Gram Capital has been appointed as the Independent Financial Adviser in this regard.

We wish to draw your attention to the "Letter from the Board" and the "Letter from Gram Capital" as set out in the Circular. Having considered the principal factors and reasons considered by, and the advice of, Gram Capital as set out in their letter of advice, we are of the view that (a) the terms of the Non-exempt CCTs (including the proposed annual caps) are on normal commercial terms and are fair and reasonable; and (b) the Non-exempt CCTs contemplated under the 2026 Framework Agreements (including the proposed annual caps) are conducted in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend that the Independent Shareholders vote in favor of the ordinary resolution for approving the Non-exempt CCTs and the proposed annual caps at the EGM.

Yours faithfully,
For and on behalf of the Independent Board Committee of
Acotec Scientific Holdings Limited

Dr. Yuqi WANG	**Ms. Hong NI**	**Ms. Kin Yee POON**
Independent non-executive Director	*Independent non-executive Director*	*Independent non-executive Director*

Set out below is the text of a letter received from Gram Capital, the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Non-exempt CCTs for the purpose of inclusion in this circular.

Gram Capital Limited
嘉林資本有限公司

Room 1209, 12/F.
Nan Fung Tower
88 Connaught Road Central/
173 Des Voeux Road Central
Hong Kong

17 December 2025

To: The independent board committee and the independent shareholders of Acotec Scientific Holdings Limited

Dear Sirs,

CONTINUING CONNECTED TRANSACTIONS

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the Non-exempt CCTs, details of which are set out in the letter from the Board (the "**Board Letter**") contained in the circular dated 17 December 2025 issued by the Company to the Shareholders (the "**Circular**"), of which this letter forms part. Terms used in this letter shall have the same meanings as defined in the Circular unless the context requires otherwise.

On 12 December 2025, the Company and BSG entered into the 2026 Master Collaboration Agreement to govern the collaboration between the Parties on, among other things, the commercialization of the products of the Parties from time to time with the term of agreement from 1 January 2026 to 31 December 2028.

On the even date, the Company and BSG entered into the 2026 Master Service Agreement to govern the mutual provision of R&D Supporting Services and CSO Services from time to time with the term of agreement from 1 January 2026 to 31 December 2028.

According to the Board Letter, the sale of the Acotec Products by the Group to the BSC Group under the 2026 Master Collaboration Agreement (the "**Sales Transactions**") and the provision of R&D Supporting Services and/or CSO Services by the Group to the BSC Group under the 2026 Master Service Agreement (the "**Services Transactions**") (i.e. the Non-exempt CCTs) constitute non-exempt continuing connected transactions of the Company under Chapter 14A of the Listing Rules and are subject to reporting, annual review, announcement, circular and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

The Independent Board Committee comprising Dr. Yuqi WANG, Ms. Hong NI, Ms. Kin Yee POON (all being the independent non-executive Director) has been established to advise the Independent Shareholders on (i) whether the terms of the Non-exempt CCTs are on normal commercial terms and are fair and reasonable; (ii) whether the Non-exempt CCTs are in the interests of the Company and the Shareholders as a whole and are conducted in the ordinary and usual course of business of the Group; and (iii) how the Independent Shareholders should vote in respect of the resolutions to approve the Non-exempt CCTs at the EGM. We, Gram Capital Limited, have been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this respect.

INDEPENDENCE

We were not aware of (i) any relationships or interests between Gram Capital and the Company; or (ii) any services (including independent financial advisory services) provided by Gram Capital to the Company, during the past two years immediately preceding the Latest Practicable Date, or any other parties that could be reasonably regarded as hindrance to Gram Capital's independence to act as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders.

Apart from the normal professional fee and expenses payable to us in connection with this engagement as the Independent Financial Adviser, there is no arrangement whereby we shall be entitled to receive any other fees or benefits from the Company, the Directors, chief executive of the Company or substantial shareholders of the Company or any of their respective associates.

Having considered the above and that none of the circumstances as set out under the Rule 13.84 of the Listing Rules existed as at the Latest Practicable Date, we are of the view that we are independent to act as the Independent Financial Adviser.

BASIS OF OUR OPINION

In formulating our opinion to the Independent Board Committee and the Independent Shareholders, we have relied on the statements, information, opinions and representations contained or referred to in the Circular and the information and representations as provided to us by the Directors. We have assumed that all information and representations that have been provided by the Directors, for which they are solely and wholly responsible, are true and accurate at the time when they were made and continue to be so as at the Latest Practicable Date. We have also assumed that all statements of belief, opinion, expectation and intention made by the Directors in the Circular were reasonably made after due enquiry and careful consideration. We have no reason to suspect that any material facts or information have been withheld or to doubt the truth, accuracy and completeness of the information and facts contained in the Circular, or the reasonableness of the opinions expressed by the Company, its advisers and/or the Directors, which have been provided to us. Our opinion is based on the Directors' representation and confirmation that there is no undisclosed private agreement/arrangement or implied understanding with anyone concerning the 2026 Framework Agreements. We consider that we have taken sufficient and necessary steps on which to form a reasonable basis and an informed view for our opinion in compliance with Rule 13.80 of the Listing Rules.

The Circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in the Circular is accurate and complete in all material respects and not misleading or deceptive and there are no other matters the omission of which would make any statement therein or the Circular misleading. We, as the Independent Financial Adviser, take no responsibility for the contents of any part of the Circular, save and except for this letter of advice.

We consider that we have been provided with sufficient information to reach an informed view and to provide a reasonable basis for our opinion. We have not, however, conducted any independent in-depth investigation into the business and affairs of the Company, the BSC Group or their respective subsidiaries or associates (where applicable), nor have we considered the taxation implication on the Group or the Shareholders as a result of the Non-exempt CCTs. Our opinion is necessarily based on the financial, economic, market and other conditions in effect and the information made available to us as at the Latest Practicable Date. Shareholders should note that subsequent developments (including any material change in market and economic conditions) may affect and/or change our opinion and we have no obligation to update this opinion to take into account events occurring after the Latest Practicable Date or to update, revise or reaffirm our opinion. In addition, nothing contained in this letter should be construed as a recommendation to hold, sell or buy any Shares or any other securities of the Company.

Lastly, where information in this letter has been extracted from published or otherwise publicly available sources, it is the responsibility of Gram Capital to ensure that such information has been correctly extracted from the relevant sources while we are not obligated to conduct any independent in-depth investigation into the accuracy and completeness of those information.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion in respect of the Non-exempt CCTs, we have taken into consideration the following principal factors and reasons:

Information on the Group

With reference to the Board Letter, the Company is a leading medical device company in China which provides interventional solutions for areas such as vascular surgery, cardiology, nephrology and neurology. As at the Latest Practicable Date, the Group's core products included AcoArt Orchid® & Dhalia® and AcoArt Tulip® & Litos®.

Set out below are the consolidated financial information of the Group for the two years ended 31 December 2024 as extracted from the Company's annual report for the year ended 31 December 2024 (the "**2024 Annual Report**") and for the six months ended 30 June 2025 (together with comparative figures for the corresponding period in 2024) as extracted from the Company's interim report for the six months ended 30 June 2025 (the "**2025 Interim Report**"):

	For the six months ended 30 June 2025 ("1H2025")	**For the six months ended 30 June 2024 ("1H2024")**	**Change from 1H2024 to 1H2025**	**For the year ended 31 December 2024 ("FY2024")**	**For the year ended 31 December 2023 ("FY2023")**	**Change from FY2023 to FY2024**
	Unaudited	*Unaudited*		*Audited*	*Audited*	
	RMB'000	*RMB'000*	*%*	*RMB'000*	*RMB'000*	*%*
Revenue	351,204	292,339	20.1	533,988	473,848	12.7
– Drug-coated balloons ("DCB") products	*175,603*	*174,634*	0.6	*320,302*	*323,536*	(1.0)
– Venous intervention, vascular access and other products	*172,907*	*117,705*	46.9	*213,686*	*150,312*	42.2
– Service income	*2,694*	*Nil*	N/A	*Nil*	*Nil*	Nil
Net profit	88,577	39,957	121.7	52,280	14,487	260.9

According to the 2024 Annual Report, the Group's revenue comprised of the sales of DCB products, being the Group's core products (i.e. AcoArt Orchid® & Dhalia®; and AcoArt Tulip® & Litos®) and venous intervention and vascular access products (primarily including but not limited to PTA balloon products, Peripheral Aspiration System (AcoStream®) and Radiofrequency Ablation System (AcoArt Cedar®)). The Group's revenue from sales of DCB products accounted for approximately 68.3% and 60.0% of the Group's revenue for the year ended 31 December 2023 and 2024, respectively.

The Group's revenue increased by approximately 12.7% from approximately RMB473.8 million for FY2023 to approximately RMB534.0 million for FY2024, primarily attributable to the increase in revenue from sales of venous intervention, vascular access and other products, such as Peripheral Aspiration System (AcoStream®) and Radiofrequency Ablation System (AcoArt Cedar®), from approximately RMB150.3 million for FY2023 to approximately RMB213.7 million for FY2024.

For 1H2025, the Group's core products remained as the major contributor of the Group's revenue, accounting for approximately 50.0% (1H2024: 59.7%); while the Group's venous intervention, vascular access and other products have also emerged as a key revenue pillar, supported by the launch of an increasingly diversified product portfolio (i.e. from 29 products for 1H2024 to 33 products for 1H2025). The Group also recorded revenue from service income for the first time. This income was derived from the R&D Supporting Services provided to the BSC Group under the 2023 Master Service Agreement.

The Group's revenue for 1H2025 was approximately RMB351.2 million, representing an increase of approximately 20.1% compared to approximately RMB292.3 million for 1H2024. The increase was primarily attributable to the increase in the sales of venous intervention, vascular access and other products including Peripheral Aspiration System (AcoStream®), Radiofrequency Ablation System (AcoArt Cedar®), Paclitaxel Coated High-Pressure Balloon (ACOART AVENS®), Vertebral Artery Paclitaxel-Coated Balloon Dilatation Catheter (AcoArt Verbena®). Revenue from sales of venous intervention, vascular access and other products increased by 46.9% from approximately RMB117.7 million for 1H2024 to approximately RMB172.9 million for 1H2025.

According to the 2024 Annual Report and the 2025 Interim Report, approximately 96.7%, 95.3% and 96.9% of the Group's revenue for FY2023, FY2024 and 1H2025, respectively, were derived from the PRC. As also stated in the 2024 Annual Report and the 2025 Interim Report, as the Group's current products and product candidates receive more marketing approvals in countries and regions outside China (i.e. 2, 13 and 3 for FY2023, FY2024 and 1H2025 respectively), the Group expects to generate more sales from overseas markets.

Mainly driven by the increase in the Group's revenue, (i) the Group recorded an increase of approximately RMB37.8 million in net profit for FY2024 as compared to FY2023; and (ii) the Group recorded an increase of approximately RMB48.6 million in net profit for 1H2025 as compared to 1H2024.

The Group's revenue for FY2024 was considered as a factor for our analysis on proposed annual cap of the Sales Transaction for FY2026.

Information on BSG and BSC

With reference to the Board Letter, BSG is a private company limited by shares incorporated under the laws of the Republic of Ireland, which is wholly-owned by BSC. BSG is primarily engaged in investments in subsidiaries (which in turn are primarily engaged in the development, manufacture, marketing, and sale of medical devices used in a broad range of interventional medical specialties) and providing services, such as business solutions, to affiliated group entities.

BSC is a company incorporated under the laws of the State of Delaware, the U.S., whose shares are listed on the New York Stock Exchange. BSC is a global developer, manufacturer and marketer of medical devices that are used in a broad range of interventional medical specialties and has been a medical technology leader for more than 45 years.

As at the Latest Practicable Date, BSG is the Controlling Shareholder of the Company holding approximately 65.0% of the issued share capital of the Company and thus a connected person of the Company under the Listing Rules.

According to the BSC's annual report for FY2024, BSC Group's net sales increased by approximately 17.6% from approximately US$14.2 billion for FY2023 to approximately US$16.7 billion for FY2024, primarily due to the operational net sales growth of approximately 18.5% and the negative impact from foreign currency fluctuation. Operational net sales growth (which excludes the impact of foreign currency fluctuations) was primarily driven by (i) the BSC Group's strong commercial execution across its businesses, in particular, both its operating segments across all regions had achieved double-digit net sales growth for FY2024 as compared to that for FY2023; and (ii) the positive impact of acquisitions and divestitures during the period for which there was less than a full year of comparative net sales (including endoluminal vacuum therapy portfolio acquired in March 2024, 100% of the outstanding equity of Silk Road Medical, Inc. acquired in September 2024 and 100% of the outstanding equity of Axonics Inc. acquired in November 2024).

According to the BSC's annual report for FY2024:

- BSC Group's mission is to transform lives through innovative medical solutions that improve the health of patients around the world. As a medical technology leader for more than 45 years, BSC Group has advanced the practice of less-invasive medicine by helping physicians and other medical professionals diagnose and treat a wide range of diseases and medical conditions and improve patients' quality of life by providing alternatives to surgery and other medical procedures that are typically traumatic to the body. BSC Group advances science for life by providing a broad range of high-performance solutions to address unmet patient needs and reduce the cost of health care.

- BSC Group market their products and solutions to hospitals, clinics, outpatient facilities and medical offices in 127 countries worldwide. In addition, large group purchasing organizations, hospital networks and other buying groups are important to BSC Group's business and represent a substantial portion of their net sales. Each of BSC Group's businesses maintains dedicated sales forces and marketing teams focused on physicians who specialize in the diagnosis and treatment of different medical conditions, as well as on key hospital service line administrators.

- The majority of BSC Group's net sales are derived from countries in which BSC Group has direct sales organizations. BSC Group also has a network of distributors and dealers who offer their products in certain countries and markets. BSC Group expects to continue to leverage their infrastructure in markets where commercially appropriate and use third party distributors in those markets where it is not economical or strategic to establish or maintain a direct presence.

- BSC Group's devices and therapies help physicians diagnose and treat complex cardiovascular, respiratory, digestive, oncological, neurological and urological diseases and conditions. BSC Group's category leadership strategy involves deepening our focus in those areas, as well as expanding into high-growth markets and adjacencies that complement their existing offerings.

Reasons for and benefits of the Non-exempt CCTs

With reference to the Board Letter, after BSG became the Controlling Shareholder of the Company after completion of a voluntary conditional partial offer in February 2023, the Group and the BSC Group have been exploring commercial collaboration opportunities in R&D, manufacturing and commercialization to create synergistic value.

The Non-exempt CCTs are revenue in nature, which could expand the Group's source of revenue. In particular, the sale of the Acotec Products to BSC Group allows the Group to enhance reputation and recognition of the Acotec Products in global market through the established and comprehensive global commercialization and distribution network of the BSC Group. The aforesaid arrangement is also in line with the Group's development strategy to broaden its sales and expand its presence globally, especially in Europe and the United States, as BSC Group has extensive overseas sales network as BSC Group primarily market their products and solutions to hospitals, clinics, outpatient facilities and medical offices in 127 countries worldwide, including United States, Europe, Middle East and Africa, Latin America and Canada.

As stated in the 2024 Annual Report, to enjoy early-mover advantage, the Group will rapidly push forward the clinical development and commercialization of its late-staged product candidates. The Group will also broaden its sales and expand its presence globally, especially in Europe and the United States. To execute its global expansion strategy, the Group will continue to participate in international vascular intervention conferences and academic events, such as Leipzig Interventional Course (LINC), to further promote its products and brand name. On 20 July 2023, the Company entered into the 2023 Framework Agreements with BSG, offering the Group's products the opportunity to gain sales exposure in the global market, which is now being renewed by entering into the 2026 Framework Agreements.

The transactions contemplated under the 2026 Framework Agreements will allow the Company to achieve synergy with the BSC Group by enabling (a) complementary addition to the other Party's product portfolio such that the Parties could deepen their respective existing customer relationships and further explore new customers, which drives higher customer acceptance of both Parties' brand and translates into higher sales, (b) capability sharing as each Party has different technical expertise and core competencies complementary to the other Party, such as the Group's relative expertise in vascular surgery products and the BSC Group's relative expertise in broader range of products and the Group's relative familiarity with regulatory authorities in the Greater China Region and the BSC Group's relative familiarity with regulatory authorities in the overseas market, while at the same time providing more business opportunities for each Party to strengthen its core competencies and (c) broader market reach through the complementary sales channels, as the sales channels of the BSC Group are mostly higher-tier hospitals and the sales channels of the Group are mostly lower-tier hospitals. This is supported by BSC Group's strong background and networks, which was stated in the section headed "Information on BSG and BSC" above.

Although the Group also sells Acotec Products in the Greater China Region, as the sales channels of the BSC Group are mostly higher-tier hospitals and the sales channels of the Group are mostly lower-tier hospitals, the distribution of the Acotec Products in the Greater China Region by the BSC Group could expand the Group's source of revenue and extend the reach of the Acotec Products, which will be beneficial for the Group.

Having considered the above and that (i) the Non-exempt CCTs would enable the Group to achieve synergy with the BSC Group and enhance the effectiveness of R&D, manufacturing and commercialization of the Group; and (ii) the background of the BSC Group as stated in the section headed "Information on BSG and BSC" above; and (iii) the Non-exempt CCTs are revenue in nature and may expand the Group's source of revenue (supported by the Group's service income from the provision of R&D Supporting Services to the BSC Group under the 2023 Master Service Agreement that was first recorded during 1H2025), we concur with the Directors that the Non-exempt CCTs are conducted in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Principal terms of the Non-exempt CCTs

A. The Sales Transactions

Major terms of the Sales Transactions are set out below (details of which are set out under the section headed "2026 Master Collaboration Agreement" of the Board Letter):

Date

12 December 2025

Parties

(i) the Company; and (ii) Boston Scientific Group Limited

Term

1 January 2026 to 31 December 2028

Major terms

Pursuant to the 2026 Master Collaboration Agreement, the Parties shall collaborate in (i) cross-selling and distribution within the Greater China Region and Other Regions with respect to the BSC Products and the Acotec Products (including Acotec Selected Products, Acotec New China Products and Acotec Improved Products); and (ii) the Group's provision of Manufacturing Services to the BSC Group.

Any entity within the Group and any entity within the BSC Group may negotiate and enter into a separate purchase order, request, confirmatory document, distribution agreement, or other definitive agreement (the "**Collaboration Definitive Agreement**") for the purpose of implementing cross-selling arrangement, distribution arrangement and the Manufacturing Services. A Collaboration Definitive Agreement shall include the product warranties, payment terms, delivery terms, allocation of liabilities, return policies and other necessary and customary terms and conditions in connection with the transactions contemplated under the 2026 Master Collaboration Agreement.

Please refer to the sub-section headed "Key terms" under the section headed "Key Terms of the 2026 Master Collaboration Agreement" of the Board Letter for detailed arrangement of sales/distribution of the Acotec Products (including Acotec Selected Products, Acotec Improved Products and Acotec New China Products).

Our analyses

Based on the above terms, the Group granted exclusive distribution rights to the BSC Group in respect of the Acotec Selected Products in Other Regions. The Group is also subject to the requirements of the BSC Group for the additional Acotec Selected Products.

To assess the fairness and reasonableness of the exclusive distribution rights to the BSC Group, we performed the following analyses:

- Based on our independent research, we noted that it is not uncommon for biotech companies to grant exclusive rights to counterparty in particular territory(ies).

- As stated in the section headed "Information on the Group" above, approximately 96.7%, 95.3% and 96.9% of the Group's revenue for FY2023, FY2024 and 1H2025, respectively, were derived from the PRC.

  As also stated in the section headed "Information on BSG and BSC" above, BSC Group market their products and solutions to hospitals, clinics, outpatient facilities and medical offices in 127 countries worldwide. BSC Group recorded total net sales of approximately US$16.7 billion for FY2024, approximately 61.0% of which was generated from United States; approximately 19.3% of which was generated from Europe, Middle East and Africa and approximately 3.7% of which from Latin America and Canada.

  The exclusive distribution rights granted to the BSC Group in respect of the Acotec Selected Products in Other Regions would allow the Group to expand the source of revenue from overseas market (which for FY2023 and FY2024 were significantly lower than the proposed annual caps (i.e. the possible maximum income to be generated from the Sales Transactions) for the three years ending 31 December 2028).

- The BSC Group's exclusive distribution rights in respect of an Acotec Selected Product shall be terminated automatically with immediate effect if the BSC Group fails to meet the minimum purchase value for such Acotec Selected Product as set forth in the applicable Collaboration Definitive Agreement. The minimum purchase value for the Acotec Selected Products in the Collaboration Definitive Agreement will be mutually agreed by both Parties after taking into account, among others, the market demand, order size, profit margin, lead time for manufacturing and delivery, shelf life and shipping costs of the relevant Acotec Selected Product.

- Pursuant to the 2026 Master Collaboration Agreement, any Party may terminate the 2026 Master Collaboration Agreement by giving the other Party at least six months' notice in writing.

Having considered above, in particular, (i) the Group's revenue generated from overseas for FY2023 and FY2024 were significantly lower than the proposed annual caps in respect of the sale of the Acotec Products to the BSC Group for the three years ending 31 December 2028 and BSC Group's background and strong connection in overseas market, which indicated the Group's lack of distribution channel in overseas region and the possible expansion of overseas revenue sources through the distribution of the Acotec Products by BSC Group; and (ii) the automatic termination arrangement contemplated under the Collaboration Definitive Agreement, which will safeguard the Group's interest as there will be minimum purchase value requirements (which will be determined with reference to, among others, the market demand, order size, profit margin, lead time for manufacturing and delivery, shelf life and shipping costs of the relevant Acotec Selected Product), we are of the view that the exclusive distribution rights contemplated under the 2026 Master Collaboration Agreement is reasonable.

Pursuant to the 2026 Master Collaboration Agreement, in respect of the distribution of Acotec New China Products within the Greater China Region, if the BSC Group intends to distribute any Acotec Product that the Group intends to sell or distribute directly, the Parties may, at their sole discretion, choose to negotiate in good faith on a case-by-case basis regarding granting the BSC Group a distribution right to distribute such Acotec Product in the Greater China Region. Given that (i) such arrangement is similar to a non-exclusive right and biotech companies grant non-exclusive right is not abnormal (for instance, InnoRa GmbH granted the Group a license, including a non-exclusive license for countries outside China for the relevant intellectual property rights created, owned and/or controlled by InnoRa GmbH in relation to the drug-coating technologies developed under the relevant framework agreement); and (ii) the distribution of the Acotec Products in the Greater China Region by the BSC Group could expand the Group's source of revenue as mentioned in the section headed "Reasons for and benefits of the Non-exempt CCT" above, we consider such arrangement is a usual arrangement.

Similar to our analyses above, we also consider the granting of distribution rights to BSC Group in respect of the Acotec Improved Products and Acotec New China Products in Other Regions, either exclusively or non-exclusively, is reasonable.

Pricing Policies

To the extent available, the Group shall furnish the BSC Group with a market research report with respect to the Acotec Products sold by the Group to the BSC Group (whether such Acotec Products would be distributed on an exclusive or non-exclusive basis) prepared by the Group's in-house business development and marketing team (i.e. the Collaboration In-house Report) within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Collaboration Agreement, which shall be updated by the Group upon renewal of the 2026 Master Collaboration Agreement or upon such shorter period as the Parties deem necessary with respect to a certain product. The Collaboration In-house Report with respect to the Acotec Products sold by the Group to the BSC Group shall contain, among other things, the customary pricing mechanisms of two to five products similar or comparable to the Acotec Products.

If the Group does not have the expertise to conduct the market research and prepare the Collaboration In-house Report, the Parties shall engage Frost & Sullivan or any other industry expert of international repute as agreed between the Parties as the independent industry consultant to issue an industry report (i.e. the Collaboration Industry Report) within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Collaboration Agreement, which shall be updated by Frost & Sullivan or such other industry expert upon renewal of the 2026 Master Collaboration Agreement or upon such shorter period as the Parties deem necessary with respect to a certain product, which shall contain, the same information as required in a Collaboration In-house Report.

To ensure the Collaboration In-house Report and the Collaboration Industry Report (as the case may be) contain up-to-date market information, the Group's in-house business development department and marketing team will monitor the market conditions and refresh its datasets every half year or on shorter intervals in exceptional cases to collect market information on relevant target markets.

The purchase price of each Acotec Product payable by the BSC Group under any Collaboration Definitive Agreement shall be one single price applicable to all geographical locations in which the Acotec Product will be distributed. Based on market research by the Group's in-house business development and marketing team, this is a routine practice of the BSC Group vis-à-vis its original equipment manufacturers (including the Group) and is not uncommon for market players with distribution networks at comparable scales as the Parties. The purchase price of the Acotec Product is determined after arm's length negotiation between the Parties with reference to:

(1) one of the customary pricing mechanisms of similar or comparable products between the manufacturer and its independent distributors as provided in the latest Collaboration In-house Report or Collaboration Industry Report (as the case may be); and

(2) the average sales price of such Acotec Product, during the six months period prior to the date of such Collaboration Definitive Agreement, contained in similar existing agreements with independent distributors (e.g. distribution agreements) to which the Group is a party.

When determining the sales price of the Acotec Products, the Company will first determine a market price range of a given product by referencing to the customary pricing mechanisms, which is primarily based on the market price range of similar or comparable products sold to distributors, if and when necessary, with consideration of the ones sold to the end users, as provided in the latest Collaboration In-house Report or Collaboration Industry Report (as the case may be). The Company will then negotiate with the BSC Group to determine the final price, which shall be no less than the average sales price during the six months period prior to the date of the Collaboration Definitive Agreement, to ensure the final price is on normal commercial terms or better (to the Group).

Our analyses:

Based on our independent research on continuing connected transactions conducted by other companies listed on the Stock Exchange that involved the purchase or sale of materials/products/services from/to their connected persons, we noted that comparing prices or margins with those offered by/to independent third parties for the same/similar product/service is one of the commonly adopted pricing policies. The number of independent third parties' quotations are generally no less than two.

The pricing policies contemplated under the 2026 Master Collaboration Agreement are principally based on the Collaboration In-house Report or Collaboration Industry Report, both of which contains the customary pricing mechanisms of products similar or comparable to the Acotec Products, which are in line with the commonly adopted pricing policies in continuing connected transactions of the purchase or sale of materials/products/services conducted by other companies listed on the Stock Exchange. The number of the customary pricing mechanisms of similar or comparable products to be contained in the Collaboration In-house Report or Collaboration Industry Report is two to five, which is in line with the number of independent third parties' quotations in a continuing connected transaction as mentioned above.

Moreover, we also understood that the Company's business development department or commercial team (consisted of experienced staffs in the medical device sector) will monitor the market conditions and conduct market search, based on their experience, every half year or on shorter intervals in exceptional cases, such as market volatility due to macroeconomic conditions and government policy changes, to collect market information on relevant target markets by checking official tendering websites, i.e. the Sunshine Purchase (陽光採購) websites and other official tendering websites then and communicating with other customers/suppliers of the Group. If the business development department or the commercial team notes that the pricing mechanisms of similar or comparable products contained in the Collaboration In-house Report or the Collaboration

Industry Report (as the case may be) deviates from the latest market practice and such deviation becomes less favorable to the Company, further actions will be taken. We consider that the Group is able to obtain the latest market information under this arrangement.

Although the regular frequency of monitoring is every half year, we consider the shorter intervals in exceptional cases for collecting market information could also enable the Company to maintain an up-to-date knowledge of the relevant information. Accordingly, we consider that the final price will be on normal commercial terms should the Company make reference to the market pricing mechanism (which contains customary pricing mechanisms of two to five products similar or comparable to the Acotec Products).

Having considered above factors, in particular, (i) comparing sales prices with those offered to independent third parties for the same/similar product is one of the commonly adopted pricing policies in continuing connected transactions conducted by other companies listed on the Stock Exchange; and (ii) the Group is able to obtain the latest market information, we are of the view that pricing policies of the Sales Transactions are on normal commercial terms and are fair and reasonable.

Internal control policies

We understood that the Group formulated certain internal control rules to ensure the fairness pricing of the Transaction. Details of the internal control rules are set out in the section headed "Internal Control Measures" of the Board Letter.

The internal control rules specified that (i) there will be various procedures to ensure that the comparable information is updated and will not become less favourable to the Company (i.e. monitoring the market conditions and conduct market research, seek industry consultants opinion, discussion with management of the Company); and (ii) there will be various departments (i.e. business development department; commercial team; financial team; and legal team of the Group) involving in the internal control procedures, which indicated that terms of the transactions will be reviewed from the perspectives of different departments, such as legal and financial to ensure that the transactions are conducted on normal commercial terms in different aspects, we are of the view that the effective implementation of the internal control policies would help to ensure fair pricing of the Sales Transactions.

In addition, we also noted that the financial team and legal team of the Company will monitor the transaction amounts for the continuing connected transactions under the Framework Agreements every quarter and there will be further actions to be taken if the transaction amount exceeds a threshold. Having considered that further actions will be taken if the transaction amount exceeds a certain threshold, we consider the aforesaid arrangement is sufficient to monitor the utilisation of proposed annual caps. Therefore, we consider this arrangement will ensure that the proposed annual caps of the transactions contemplated under the 2026 Master Collaboration Agreement not being exceeded.

Upon our request, the Directors provided us all the Collaboration Definitive Agreement pursuant to the 2023 Master Collaboration Agreement together with relevant Collaboration Industry Report. After reviewing the aforesaid documents, we noted that the price offered by the Group to the BSC Group was no less favourable to the Group than those available to independent third parties.

Upon our further request, we obtained the internal control document of the Sales Transactions. After reviewing the document, we acknowledged that the contents of internal control document contained all relevant procedures for both fair pricing measures and annual cap monitoring measure for the Sales Transactions as disclosed in the Board Letter. In addition, the Company also provided us supporting document, showing that the company secretary of the Company provided the internal control document to all relevant departments and required such departments to strictly follow the internal control measures as contained in the document.

Having also considered (i) our findings on the Collaboration Definitive Agreement pursuant to the 2023 Master Collaboration Agreement together with relevant Collaboration Industry Report; and (ii) the internal control document of the Sale Transactions has been circulated to all relevant departments, we do not doubt the effectiveness of the implementation of the internal control policies for the Sales Transactions.

Payment Terms of the Sales Transactions

The payment terms for transactions contemplated under the 2026 Master Collaboration Agreement will be determined on a case-by-case basis having regard to the specific circumstances of the product(s), including manufacturing, marketing and distribution plans, and further specified in the Collaboration Definitive Agreements. It is currently expected that payment terms will generally be within 60 days from the date of purchase order to be entered into for sale of the Acotec Products, which is consistent with the Parties' payment terms with their other counterparties.

According to the 2024 Annual Report, trade receivables are generally due within 90 to 180 days from the date of billing. Given the expected payment terms were more restricted and that the credit period is the same for the Group in respect of the sale of BSC Products by BSC Group to the Group (which will generally be within 60 days from the date of purchase order to be entered into for sale of the BSC Products), we consider the payment terms of the Sales Transactions are fair and reasonable.

Proposed annual caps

Set out below are (i) the historical transaction amounts of the Sales Transactions for the period from 20 July 2023 to 31 December 2023 ("**2023 Period**"), FY2024 and the 10 months ended 31 October 2025, together with the existing annual caps; and (ii) the proposed annual caps for the three years ending 31 December 2028:

	For the period from 20 July 2023 to 31 December 2023	**For the year ended 31 December 2024**	**For the year ending 31 December 2025**
	US$	*US$*	*US$*
Historical transaction amounts	288,000	5,335,000	1,279,000 *(Note)*
Existing annual caps	20,000,000	50,000,000	110,000,000
Utilisation rate	1%	11%	1%

	For the year ending 31 December 2026 ("FY2026")	**For the year ending 31 December 2027 ("FY2027")**	**For the year ending 31 December 2028 ("FY2028")**
	US$	*US$*	*US$*
Proposed annual caps	30,000,000	62,000,000	78,000,000

Note: the figure was for the 10 months ended 31 October 2025.

The proposed annual caps set out above were determined based on the factors as set out under the sub-section headed "Proposed Annual Caps and Basis of Annual Caps for the purpose of Chapter 14A of the Listing Rules" under the section headed "2026 Master Collaboration Agreement" of the Board Letter.

We noted that the utilisation of the existing annual caps for the 2023 Period, FY2024 and for the 10 months ended 31 October 2025 were low, and thus the Company had downward adjusted the proposed annual caps for the three years ending 31 December 2028 by approximately 29% to 73% as compared to the existing annual cap for the year ending 31 December 2025. As advised by the Directors, the historical transaction amounts and accordingly the utilisation of existing annual caps were mainly dependent on the BSC Group's purchase of the Acotec Products, which in turn depended on the BSC Group's geographical expansion into new markets and distribution of Acotec Products in the existing and new markets. As stated in the Board Letter, the historical transaction amount and utilisation of the annual cap increased from the 2023 Period to FY2024 was driven by the BSC Group's stock-up

of inventories as they entered new markets in 2024, and the historical transaction amount and utilisation of the annual cap decreased from FY2024 to FY2025 due to the BSC Group's reduced need to purchase inventories as it was still consuming the previously purchased inventories and the Parties' termination of sales of Paclitaxel Coated High-pressure Balloon (ACOART AVENS®) in March 2025. The spike in historical transaction amounts for FY2024 was driven by BSC Group's inventory management for new markets entries, which had subsequently plummeted and the sales of the relevant product was terminated in March 2025. Furthermore, among the six Acotec Products purchased by the BSC Group pursuant to the 2023 Master Collaboration Agreement, two were distributed by the BSC Group in Other Regions. Among the aforesaid two Acotec Products which were distributed by the BSC Group in Other Regions, the two products were approved for commercialization in one overseas region (Europe) in 2023 and in over 10 overseas regions in 2024 and 2025. Given the aforesaid, we consider that it is less meaningful to make reference to the historical transaction amounts of the Sales Transactions when assessing the fairness and reasonableness of the proposed annual caps.

We noted from the Board Letter that the BSC Group intends to distribute the Acotec Products to seven additional countries by the beginning of 2026 and 16 additional countries by the end of 2027, with an estimated year-on-year in-market growth of 10% to 20% in product sales driven by the BSC Group's various promotional and incentive programs, it is expected to drive the transaction amounts and the utilisation of the proposed annual caps during the term of the 2026 Master Collaboration Agreement.

In addition, based on the information provided by the Company, the proposed annual caps for the three years ending 31 December 2028 accounted for less than 1% of the estimated global peripheral vascular devices (of which Acotec Products were categorized in) market size (which was projected to experience overall growth over the next five years) for the corresponding periods, indicating that the proposed annual caps of the Sales Transactions were not overestimated in the aspect of estimated global peripheral vascular devices market size.

To assess the fairness and reasonableness of the proposed annual caps for FY2026, we conducted the following works and analyses:

The proposed annual cap of US$30 million for FY2026 represents approximately 8.6 times of the Group's revenue generated from overseas market for FY2024 (i.e. RMB25.2 million (equivalent to approximately US$3.5 million). Based on our discussion with the Directors, we understood that in determining the proposed annual caps in respect of the sale of the Acotec Products to the BSC Group, the Company considered the size of BSC Group in various aspects, in particular, net sales, as compared to those of the Group, the aforesaid items indicated the BSC Group's sales capability.

Set out below is a summary of the Group's and the BSC Group's revenue generated from peripheral interventions segment (being the segment that the Acotec Products categorized for) for FY2024, as extracted from the 2024 Annual Report and BSC's annual report for FY2024:

	The Group (A) *US$'million*	**BSC Group (B)** *US$'million*	**(B)/(A)**
Revenue generated from peripheral interventions segment for FY2024	74 *(Note)*	2,410	32 x

Note: As advised by the Directors, the Group's total revenue of approximately RMB534 million (equivalent to approximately US$74 million) for FY2024 were generated from peripheral interventions segment.

As further advised by the Directors, for the purpose of calculating proposed annual caps in respect of sale of the Acotec Products to the BSC Group, they expected that the Sales Transactions shall be mainly conducted in the Other Regions and the United States market will be one of the major target markets within the Other Regions that the Acotec Products will be sold. According to BSC's annual report for FY2024, BSC Group's net sales generated from the United States accounted for approximately 61.0% of the BSC Group's net sales for FY2024 and BSC Group's net sales of peripheral interventions segment generated from the United States accounted for approximately 54.0% of the BSC Group's net sales of peripheral interventions segment (i.e. approximately US$1,301 million, calculated by US$2,410 million x 54.0%).

Although the proposed annual cap of US$30 million for FY2026 represents approximately 8.6 times of the Group's revenue generated from overseas market for FY2024, as (i) BSC Group's revenue generated from peripheral interventions segment for FY2024 represented approximately 32 times of that of the Group for FY2024; (ii) BSC Group's net sales generated from the United States accounted for approximately 61.0% of the BSC Group's net sales for FY2024 and BSC Group's net sales of peripheral interventions generated from the United States accounted for approximately 54.0% of BSC Group's net sales of peripheral interventions segment; and (iii) the Directors expected that the United States market will be one of the major target markets within the Other Regions that the Acotec Products will be sold, we are of the view that the proposed annual cap for FY2026 is not overestimated from the perspective of the size of BSC Group after considering the BSC Group's business scale and the difference in size of the Group and BSC Group (BSC Group's net sales of peripheral interventions segment generated from the United States represented approximately 18 times of the Group's revenue generated from peripheral interventions segment for FY2024).

Furthermore, as stated in the Board Letter, there has been growth in the sales of these Acotec Products, with applicable sales by the BSC Group to its customers in the Other Regions in the first quarter of 2025 growing by 5.5 times as compared to the first quarter of 2024, and applicable sales by the BSC Group to its customers in the Other Regions in the second quarter of 2025 nearly doubled that in the second quarter of 2024. Given the market recognition of Acotec Products and that the penetration is expected to continue to improve, we consider that

the proposed annual cap of US$30 million for FY2026, representing an increase of approximately 4.6 times as compared to the historical transaction amounts of the Sales Transactions for FY2024, is fair and reasonable from the perspective of the growth in the sales of the Acotec Products.

Accordingly, we are of the view that the proposed annual cap in respect of sale of the Acotec Products to the BSC Group for FY2026 is fair and reasonable.

We also noted that the proposed annual caps for the Sales Transaction for FY2027 and FY2028 represented increases of 107% and 26% as compared to those for FY2026 and FY2027 respectively.

We noted from the 2025 Interim Report that as at the date of the 2025 Interim Report, the Group's full product portfolio includes 30 commercialized products, the indication expansion for Core Products in one therapeutic area, and 2 additional product candidates. As mentioned above, the BSC Group has purchased and distributed five Acotec Products (one Acotec Product had been terminated was not inclusive) pursuant to the 2023 Master Collaboration Agreement, two of which were distributed in non-Greater China Region. It indicates that there is great expansion potential in the number of Acotec Products to be distributed by the BSC Group (i.e. up to 24 additional potential products based on the current number of commercialized products, representing a fourfold increase as compared to number of products BSC Group purchased according to 2023 Master Collaboration Agreement).

Furthermore, as of October 2025, BSC Group has recorded active sales of these Acotec Products in five regions and 17 countries. BSC Group intends to distribute the Acotec Products to seven additional countries by the beginning of 2026 (i.e. 24 countries in total), which represented an increase of approximately 41% and 16 additional countries by the end of 2027 (i.e. 40 countries in total), which represented an increase of approximately 67%. It indicated that there will be a significant increase in the sales channel, which may further lead to the increase of the demand of Acotec Products.

Based on the above, in particular, the number of potential products (four times more as compared to current types of Acotec Products purchased) and additional countries (approximately 41% more as compared to the number of countries as of July 2025), we consider that the increase of 107% for the proposed annual cap for FY2027 as compared to that for FY2026 to be justifiable. Accordingly, we are of the view that the proposed annual cap in respect of sale of the Acotec Products to the BSC Group for FY2027 is fair and reasonable.

In respect to the proposed annual cap for FY2028, the Directors assumed that the increase in the demand of the Acotec Products would be a stable growth instead of a surge as the collaboration between the Group and the BSC Group would have been five years since the entering into the 2023 Master Collaboration Agreement. We noted from the BSC annual report for FY2024 that revenue generated from peripheral interventions segment for 2024 and 2023 represented a growth of approximately 14% and 11% as compared to those for 2023 and 2022 respectively. Although the increase in the proposed annual caps for FY2028 as compared to

FY2027 is larger than the aforesaid growth, we are of the view that the increase in the proposed annual cap for FY2028 is acceptable given that (i) the size of the BSC Group; (ii) the potential sales of other Acotec Products (up to 24 additional potential products based on the current number of commercialized products, representing a fourfold increase as compared to number of products BSC Group purchased according to 2023 Master Collaboration Agreement) in new markets.

Accordingly, we are of the view that the proposed annual cap in respect of sale of the Acotec Products to the BSC Group for FY2028 is fair and reasonable.

Shareholders should note that as the proposed annual caps are relating to future events and were estimated based on assumptions which may or may not remain valid for the entire period up to 31 December 2028, and they do not represent forecasts of revenue/income arising from the Sales Transactions contemplated under the 2026 Master Collaboration Agreement. Consequently, we express no opinion as to how closely the actual revenue/income/cost arising from the Sales Transactions will correspond with the proposed annual caps.

Having considered the above, including the principal terms of the Sales Transactions and the proposed annual caps, we are of the view that the terms of the Sales Transactions on normal commercial terms and are fair and reasonable.

B. Services Transactions

Major terms of the Services Transactions are set out below (details of which are set out under the section headed "2026 Master Service Agreement" of the Board Letter):

Date

12 December 2025

Parties

(i) the Company; and (ii) Boston Scientific Group Limited

Term

1 January 2026 to 31 December 2028

Major terms

Pursuant to the 2026 Master Service Agreement, either Party may provide any R&D Supporting Services or CSO Services to the other Party on terms and conditions thereunder and under any separate service request, confirmatory document, or other definitive agreement (the "**Service Definitive Agreement**", together with the Collaboration Definitive Agreement, the "**Definitive Agreement(s)**"). The Service

Definitive Agreement shall include the service scope, the service period and such other necessary and customary terms and conditions in connection with the transactions contemplated under the 2026 Master Service Agreement.

Details of the scopes of R&D Supporting Services and CSO Services are set out under the sub-section "Key terms" under the section headed "2026 Master Service Agreement" of the Board Letter.

Pricing Policies

To the extent available, the Group shall furnish the BSC Group with a market research report with respect to the R&D Supporting Services and CSO Services provided by the Group to the BSC Group prepared by the Group's in-house business development and marketing team (i.e. the Service In-house Report) within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Service Agreement, which shall be updated by the Group upon renewal of the 2026 Master Service Agreement or upon such shorter period as the Parties deem necessary with respect to a certain service. The Service In-house Report shall contain, among other things, the customary fee arrangements of similar or comparable services between the service provider and the service recipient.

If the Group does not have the expertise to conduct the market research and prepare the Service In-house Report, the Parties shall engage Frost & Sullivan or any other industry expert of international repute as agreed between the Parties as the independent industry consultant to issue an industry report (i.e. the Service Industry Report) within a reasonable period of time (generally 60 days, depending on the complexity of market research and availability of reliable market intelligence) after obtaining the approval from the Independent Shareholders regarding the 2026 Master Service Agreement, which shall be updated by Frost & Sullivan or such other industry expert upon renewal of the 2026 Master Service Agreement or upon such shorter period as the Parties deem necessary with respect to a certain service, which shall contain, among other things, the same information as required in a Service In-house Report.

To ensure the Service In-house Report and the Service Industry Report (as the case may be) contain up-to-date market information, our Group's in-house business development department and marketing team will monitor the market conditions and refresh its datasets every half year or on shorter intervals in exceptional cases to collect market information on relevant target markets.

The service fee in relation to the R&D Supporting Services shall be paid by the BSC Group pursuant to the terms of the Service Definitive Agreement and shall be determined after arm's length negotiation between the Parties with reference to the service fees of similar or comparable services that the Group provides to the Independent Third Parties

and customary fee arrangements of two to five similar or comparable services between the service provider and the service recipient as provided in the latest Service In-house Report or the Service Industry Report (as the case may be).

The service fee in relation to the CSO Services shall be paid by the BSC Group pursuant to the terms of the Service Definitive Agreement and shall be determined after arm's length negotiation between the Parties with reference to the service fees of similar or comparable services that the Group provides to the Independent Third Parties, at fees no less than the customary fee range of two to five similar or comparable services (as applicable and to the extent available, in light of the bespoke nature of CSO services) between the principal and its CSOs as provided in the latest Service In-house Report or the Service Industry Report (as the case may be).

When a cost-plus arrangement is adopted for particular service, the Company will consider its cost for such service adopt a mark-up rate which is within and the customary mark-up rate contained in the Service Industry Report in determining the service fee.

Our analyses:

Based on our independent research on continuing connected transactions conducted by other companies listed on the Stock Exchange involving acceptance or provision of services from/to their connected persons, we noted that comparing prices with those offered by/to independent third parties for the same/similar service is one of the commonly adopted pricing policies. The number of independent third parties' quotations are generally no less than two.

The pricing policies contemplated under the 2026 Master Services Agreement are principally based on customary fee arrangements or customary mark-up rate of similar or comparable services with other service providers, customers or CSOs, which are in line with the commonly adopted pricing policies adopted in continuing connected transactions conducted by other companies listed on the Stock Exchange. The number of the customary pricing mechanisms of similar or comparable R&D Supporting Services to be contained in the Service In-house Report or Service Industry Report is two to five, which is in line with the number of independent third parties' quotations in a continuing connected transaction as mentioned above. Despite that there is no guarantee on number of similar or comparable CSO Services (i.e. two to five), which is due to the unique nature of such services, the Company will, on their best endeavours, or will procure the industry consultant on their best endeavours, to collect sufficient comparable CSO Services.

Moreover, we also understood that the Company's business development department or commercial team, consisted of experienced staffs in the medical device sector, will monitor the market conditions and conduct market search, based on their experience, every half year or on shorter intervals in exceptional cases, such as market volatility due to macroeconomic conditions and government policy changes, to collect market information on relevant target markets by checking official tendering websites, i.e. the

Sunshine Purchase (陽光採購) websites and other official tendering websites then and communicating with other customers/suppliers of the Group. If the business development department or the commercial team notes that the customary fee arrangements of similar or comparable services (as applicable) contained in the Service In-house Report or the Service Industry Report deviates from the latest market practice and such deviation becomes less favorable to the Company, further actions will be taken. We consider that the Group is able to obtain the latest market information under this arrangement.

Although the regular frequency of monitoring is every half year, we consider the shorter intervals in exceptional cases for collecting market information could also enable the Company to maintain an up-to-date knowledge of the relevant information. Accordingly, we consider that the final price will be on normal commercial terms should the Company make reference to the market pricing mechanism (which contains customary pricing mechanisms of similar or comparable services).

Having considered above factors, in particular, (i) pricing of services contemplated under the Services Transactions will be determined based on prices for comparable services, the information of which will be sourced from Service In-house Report or Service Industry Report (both of which contain, among other things, the customary fee arrangements of similar or comparable services between the service provider and the service recipient); and (ii) comparing prices with those offered to independent third parties for the same/similar services is one of the commonly adopted pricing policies in continuing connected transactions conducted by other companies listed on the Stock Exchange, we are of the view that pricing policies contemplated under the Services Transactions are on normal commercial terms and are fair and reasonable.

Internal control policies

We understood that the Group formulated certain internal control rules to ensure the fairness pricing of the Services Transaction. Details of the internal control rules are set out in the section headed "Internal Control Measures" of the Board Letter.

The internal control rules specified that (i) there will be various procedures to ensure that the comparable information is updated and will not become less favourable to the Company (i.e. monitoring the market conditions and conduct market research, seek industry consultants opinion, discussion with management of the Company); and (ii) there will be various departments involving in the internal control procedures, which indicated that terms of the transactions will be reviewed from the perspectives of different departments, such as legal and financial to ensure that the transactions are conducted on normal commercial terms in different aspects, we are of the view that the effective implementation of the internal control policies would help to ensure fair pricing of the Services Transactions.

In addition, we also noted that the financial team and legal team of the Company will monitor the transaction amounts for the continuing connected transactions under the Framework Agreements and there will be further actions to be taken if the transaction amount exceeds a threshold. Having considered that further actions will be taken if the transaction amount exceeds a certain threshold, we consider aforesaid arrangement is sufficient to monitor the utilisation of proposed annual caps. Therefore, we consider this arrangement will ensure that the proposed annual caps of the transactions contemplated under the 2026 Master Service Agreement not being exceeded.

Upon our further request, the Directors provided us all the Service Definitive Agreement pursuant to the 2023 Master Service Agreement together with relevant Service Industry Report and estimated cost to be incurred by each Service Definitive Agreement. After reviewing the aforesaid documents, we noted that the price offered by the Group to the BSC Group was no less favourable to the Group than those available to independent third parties.

Upon our further request, we obtained the internal control document of the Services Transactions. After reviewing the document, we acknowledged that the contents of internal control document contained all relevant procedures for both fair pricing measures and annual cap monitoring measure for the Services Transactions as disclosed in the Board Letter. In addition, the Company also provided us supporting document, showing company secretary of the Company provided the internal control document to all relevant departments and required such departments to strictly follow the internal control measures as contained in the document.

Having also considered (i) our findings on the Service Definitive Agreement pursuant to the 2023 Master Service Agreement together with relevant Service Industry Report; and (ii) the internal control document of the Services Transactions has been circulated to all relevant departments, we do not doubt the effectiveness of the implementation of the internal control policies for the Services Transactions.

Payment Terms of the Services Transactions

The payment terms for transactions contemplated under the 2026 Master Service Agreement will be determined on a case-by-case basis taking into account the nature, timetable and other parameters of the R&D Supporting Services or CSO Services (as the case may be) and further specified in the Service Definitive Agreements. It is currently expected that payment terms will generally be within 60 days from the date of invoice, to be issued based on milestones set out in the Service Definitive Agreements, which is generally consistent with the Parties' payment terms with their other counterparties.

According to the 2024 Annual Report, trade receivables are generally due within 90 to 180 days from the date of billing.

In addition, we also noted from Wind Financial Terminal that the Group's payable turnover days were approximately 80 days to 90 days for the two years ended 31 December 2024 and for the six months ended 30 June 2025.

Given that (i) credit terms of the Services Transactions were shorter than the Group's payable turnover days, indicating that there is sufficient time for the Group to collect payment from Services Transactions and then to pay for relevant payables; (ii) the expected payment terms were more restricted as compared to the Group's general credit terms; and (iii) the credit period is the same for the Group in respect of the provision of R&D Supporting Services or CSO Services by BSC Group to the Group, we consider the payment terms of the Services Transactions are fair and reasonable.

Proposed annual caps

Set out below are (i) the historical transaction amounts of the Services Transactions for the 2023 Period, FY2024 and the 10 months ended 31 October 2025, together with the existing annual caps; and (ii) the proposed annual caps for the three years ending 31 December 2028:

	For the period from 20 July 2023 to 31 December 2023	**For the year ending 31 December 2024**	**For the year ending 31 December 2025**
	US$	*US$*	*US$*
Historical transaction amounts	Nil	Nil	376,000 *(Note)*
Existing annual caps	60,000,000	110,000,000	145,000,000

	For the year ending 31 December 2026	**For the year ending 31 December 2027**	**For the year ending 31 December 2028**
	US$	*US$*	*US$*
Proposed annual caps	4,000,000	2,000,000	2,500,000

Note: the figure was for the 10 months ended 31 October 2025.

The proposed annual caps set out above were determined based on the factors as set out under the sub-section headed "Proposed Annual Caps and Basis of Annual Caps for the purpose of Chapter 14A of the Listing Rules" under the section headed "2026 Master Service Agreement" of the Board Letter.

We noted that the utilisation of the existing annual caps for the 2023 Period, FY2024 and for the 10 months ended 31 October 2025 were nil or low. As advised by the Directors, such utilisation in existing annual caps were lower than expected, since the Parties only commenced three R&D projects during the term of the 2023 Master Service Agreement, as opposed to the estimate of eight R&D projects when determining the existing annual caps, based on the R&D progress and readiness of the relevant products. With reference to the Board Letter, the proposed annual caps under the 2026 Master Service Agreement are lower than those in the 2023 Master Service Agreement to factor in the low utilisation of the existing annual caps for the 2023 Period, FY2024 and for the 10 months ended 31 October 2025.

To assess the fairness and reasonableness of the proposed annual cap for the three years ending 31 December 2028, we conducted the following works and analyses:

- As stated in the Board Letter, the Parties have commenced three ongoing R&D projects for the Co-developed Acotec Products with contract values of approximately US$1.2 million to US$1.3 million. We enquired into the Directors regarding the remaining amounts to be settled after 2025. We were advised that (i) the core R&D works expected to take place and complete for FY2026, which included design engineering, prototype development, product testing, design validation, and other services; and (ii) R&D Supporting Services and/or CSO Services to support the post-launch sustaining effort or geographical expansion initiatives expected to be provided for the three R&D projects for FY2027 and FY2028. We reviewed the contracts in respect of the three existing R&D projects and acknowledged the contract values.

- we enquired into the Directors and understood that in addition to the ongoing three R&D projects, they also expected to commence two new R&D projects in 2027, the settlement of which is expected to take place in both 2027 and 2028. The two new R&D projects are currently at the preliminary discussion stage with no defined work plan as of the Latest Practicable Date. Services to be provided to the two new R&D projects included R&D Supporting Services and/or CSO Services to support the post-launch sustaining effort or geographical expansion initiatives.

- We understood that the Parties are also exploring other projects to tailor Acotec Products for sale to the BSC Group, which may utilize the proposed annual caps for receipt of R&D Supporting Services and/or CSO Services by the Group from the BSC Group under the 2026 Master Service Agreement.

  We also noted that the average estimated amounts of the new R&D projects was not deviated from the average estimated amounts (including contract values) of the existing R&D projects.

- Based on the information provided by the BSC Group, the proposed annual caps of the Services Transactions for the three years ending 31 December 2028 comprised (i) the estimated amounts of the three ongoing R&D projects together with following related services for such projects; and (ii) estimated R&D Supporting Services for new R&D projects after 2026.

- According to BSC's annual reports for FY2024 and FY2023, BSC Group recorded R&D expenses of approximately US$1.3 billion, US$1.4 billion and US$1.6 billion for each of the three years ended 31 December 2024 respectively. The proposed annual cap of R&D Supporting Services accounted for less than 0.5% to BSC Group's annual R&D expenses. In this aspect, we consider the proposed annual caps of the Services Transactions were not overestimated.

Based on the above, in particular, (i) the demand was estimated by BSC Group; and (ii) the proposed annual caps accounted for a minimal proportion of the BSC Group's R&D expenses and were not overestimated, we are of the view that the proposed annual caps of the Services Transactions for the three years ending 31 December 2028 are fair and reasonable.

Shareholders should note that as the proposed annual caps are relating to future events and were estimated based on assumptions which may or may not remain valid for the entire period up to 31 December 2028, and they do not represent forecasts of revenue/income arising from the Services Transactions contemplated under the 2026 Master Service Agreement. Consequently, we express no opinion as to how closely the actual revenue/income/cost arising from the Services Transactions will correspond with the proposed annual caps.

Having considered the above, including the principal terms of the Services Transactions and the proposed annual caps, we are of the view that the terms of the Services Transactions on normal commercial terms and are fair and reasonable.

Listing Rules implication

The Directors confirmed that the Company shall comply with the requirements of Rules 14A.53 to 14A.59 of the Listing Rules pursuant to which (i) the values of the Non-exempt CCTs must be restricted by the proposed annual caps; (ii) the Non-exempt CCTs (together with the proposed annual caps) must be reviewed by the independent non-executive directors annually; and (iii) details of the independent non-executive directors' annual review on the terms of the Non-exempt CCTs (together with the corresponding the proposed annual caps) must be included in the Company's subsequent published annual reports.

Furthermore, it is also required by the Listing Rules that the auditors of the Company must provide a letter to the Board confirming, among other things, whether anything has come to their attention that causes them to believe that the Non-exempt CCTs (i) have not been approved by the Board; (ii) were not, in all material respects, in accordance with the pricing policies of the listed issuer's group if the transactions involve the provision of goods or services by the listed issuer's group; (iii) were not entered into, in all material respects, in accordance with the relevant agreement governing the transactions; and (iv) have exceeded the proposed annual caps.

In the event that the total amounts of the Non-exempt CCTs are anticipated to exceed the proposed annual caps, or that there is any proposed material amendment to the terms of the Non-exempt CCTs, as confirmed by the Directors, the Company shall comply with the applicable provisions of the Listing Rules governing continuing connected transactions.

Given the above stipulated requirements for continuing connected transactions pursuant to the Listing Rules, we are of the view that there are adequate measures in place to monitor the Non-exempt CCTs and thus the interest of the Independent Shareholders would be safeguarded.

RECOMMENDATION

Having taken into consideration the factors and reasons as stated above, we are of the opinion that (i) the terms of the Non-exempt CCTs (including the proposed annual caps) are on normal commercial terms and are fair and reasonable; and (ii) the Non-exempt CCTs are conducted in the ordinary and usual course of business of the Company and in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Board Committee to advise the Independent Shareholders to vote in favour of the resolutions to be proposed at the EGM to approve the Non-exempt CCTs (including the proposed annual caps) and we recommend the Independent Shareholders to vote in favour of the resolutions in this regard.

Yours faithfully,
For and on behalf of
Gram Capital Limited
Graham Lam
Managing Director

Note: Mr. Graham Lam is a licensed person registered with the Securities and Futures Commission and a responsible officer of Gram Capital Limited to carry out Type 6 (advising on corporate finance) regulated activity under the SFO. He has over 30 years of experience in investment banking industry.

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. DISCLOSURE OF INTERESTS

Directors' and Chief Executive's Interests

As at the Latest Practicable Date, the interests and short positions of the Directors and chief executive of the Company in the shares, underlying shares and debentures of the Company which were recorded in the register required to be kept by the Company pursuant to Section 352 of the SFO, or as otherwise notified to the Company and the Stock Exchange pursuant to the Model Code are set out below:

Name of Director	Capacity/Nature of interest	Total number of Shares/ underlying Shares held[1]	Approximate percentage of shareholding interest in the Company *(%)*[1]
Ms. Jing LI ("**Ms. Li**")	Controlled corporation[2]	28,919,456 (L)	9.23
Mr. Silvio Rudolf SCHAFFNER ("**Mr. Schaffner**")	Beneficial owner	807,078 (L)	0.26

Notes:

(1) As at the Latest Practicable Date, the Company had issued 313,389,171 Shares in total. The letter "L" denotes the person's long position in the Shares.

(2) Cosmic Elite Holdings Limited is a subsidiary owned as to 95.31% by Nexus Partners Group Limited. Nexus Partners Group Limited is wholly owned by Vistra Trust (Singapore) Pte. Limited (as the trustee of Joy Avenue Family Trust which was established by Ms. Li as the settlor). The voting rights attached to the Shares held by Sino Fame Ventures Limited ("**Sino Fame**") are vested with Ms. Li. Therefore, Ms. Li is deemed to be interested in the 18,391,016 Shares held by Cosmic Elite Holdings Limited and 10,528,440 Shares held by Sino Fame under the SFO.

(3) In addition, through Cosmic Elite Holdings Limited, Ms. Li held approximately 2.3% unlisted derivatives interest attached to 7,208,000 Shares of the Company embedded in a contract.

As at the Latest Practicable Date, the interests and short positions of the Directors and chief executive of the Company in the shares, underlying shares and debentures of the Company's associated corporations (within the meaning of Part XV of the SFO) which were recorded in the register required to be kept by the Company pursuant to Section 352 of the SFO, or as otherwise notified to the Company and the Stock Exchange pursuant to the Model Code are set out below:

Name of Director	Associated corporation	Capacity/Nature of interest	Total number of shares/ underlying shares held in the associated corporation	Approximate percentage of shareholding interest in the associated corporation *(%)*
Mr. Arthur Crosswell BUTCHER	Boston Scientific Corporation	Beneficial owner	376,984 (L)	0.03
Ms. June CHANG	Boston Scientific Corporation	Beneficial owner	188,445 (L)	0.01

Save as disclosed above, as at the Latest Practicable Date, none of the Directors of the Company had or was deemed to have any interest or short position in the Shares, underlying Shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which was required to be notified to the Company and the Stock Exchange pursuant to Divisions 2 and 3 and Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have taken under such provisions of the SFO), or which were required to be recorded in the register to be kept by the Company under Section 352 of the SFO, or which were required to be notified to the Company and the Stock Exchange pursuant to the Model Code.

Save as disclosed above, none of the Directors is a director or employee of a company which has an interest in the Shares and underlying Shares of the Company which would fall to be disclosed under the provisions of Divisions 2 and 3 of Part XV of the SFO.

3. COMPETING BUSINESS

As at the Latest Practicable Date, so far as the Directors were aware, none of the Directors nor their respective close associates had any direct or indirect interests in any business that constitutes or may constitute a competing business of the Company.

4. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, no Director had entered into any service contract or letter of appointment with any member of the Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)).

5. DIRECTORS' INTEREST IN ASSETS/CONTRACTS AND OTHER INTEREST

As at the Latest Practicable Date:

(a) none of the Directors had any direct or indirect interest in any assets which have been, since December 31, 2024 (being the date to which the latest published audited consolidated financial statements of the Group were made up), acquired, disposed of by, or leased to any member of the Group, or are proposed to be acquired, disposed of by, or leased to any member of the Group; and

(b) none of the Directors was materially interested, directly or indirectly, in any contract or arrangement subsisting as at the Latest Practicable Date which is significant in relation to the business of the Group.

6. QUALIFICATION OF EXPERT AND CONSENT

The qualification of the expert who has given opinions or advices in this circular is as follow:

Name	Qualification
Gram Capital Limited	a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO

As at the Latest Practicable Date, the expert mentioned above (i) has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letter or opinion and the references to its names included herein in the form and context in which it is respectively included; (ii) has no direct or indirect shareholding in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for shares in any member of the Group; and (iii) has no direct or indirect interests in any assets which have been, since December 31, 2024 (being the date to which the latest published audited consolidated financial statements of the Group were made up), acquired or disposed of by or leased to any member of the Group, or which are proposed to be acquired or disposed of by or leased to any member of the Group.

7. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors have confirmed that there is no material adverse change in the financial or trading position of the Company since December 31, 2024, being the date to which the latest published audited consolidated financial statements of the Group were made up.

8. DOCUMENTS ON DISPLAY

A copy of each of the following documents will be available on display online on the Stock Exchange's website and on the Company's website from the date of this circular up to and including the date of the EGM:

(a) the written consent of Gram Capital, which was referred to in the section headed "Qualification of Experts and Consent" in this appendix;

(b) the 2026 Master Collaboration Agreement; and

(c) the 2026 Master Service Agreement.

Acotec Scientific Holdings Limited
先瑞達醫療科技控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 6669)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting (the "**EGM**") of the Company will be held at 10 a.m. on Wednesday, December 31, 2025 at Conference Room Dhalia, 8/F., Office Building, 10 Longqing Street, Beijing Economic-Technological Development Area, Beijing, PRC for the following purpose:

Ordinary Resolutions

1. "**That**:

   (A) the 2026 Master Collaboration Agreement entered into between the Company and BSG dated December 12, 2025, a copy of which is tabled at the meeting and marked "A" and initialed by the chairperson of the meeting for identification purpose, the terms thereof and the Non-exempt CCTs contemplated thereunder (including the proposed annual caps), be and are hereby approved, ratified and confirmed;

   (B) the 2026 Master Service Agreement entered into between the Company and BSG dated December 12, 2025, a copy of which is tabled at the meeting and marked "B" and initialed by the chairperson of the meeting for identification purpose, the terms thereof and the Non-exempt CCTs contemplated thereunder (including the proposed annual caps), be and are hereby approved, ratified and confirmed; and

   (C) any one Director of the Company be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the 2026 Framework Agreements."

Yours faithfully
By order of the Board
Acotec Scientific Holdings Limited
Jing LI
Chairperson of the Board, Executive Director and Chief Executive Officer

Hong Kong, December 17, 2025

Notes:

i. A form of proxy (the "**Proxy Form**") containing the resolutions under item numbered 1 has been enclosed with the circular of the Company dated December 17, 2025 (the "**Circular**"). Please refer to the section headed "EGM Notice and the Proxy Form" on page 35 of the Circular for arrangements on the completion and submission of the Proxy Form.

ii. Whether or not you are able to attend the EGM in person, you are requested to complete the enclosed Proxy Form in accordance with the instructions printed thereon and return it to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof.

iii. Completion and return of the Proxy Form will not preclude you from attending and voting in person at the EGM or any adjourned meeting should you so wish and in such event, the Proxy Form shall be deemed to be revoked.

iv. All times and dates referred to in this notice refer to Hong Kong times and dates.

v. All defined terms shall have the same meanings as those defined in the circular dated December 17, 2025 unless the context otherwise requires.

As at the date of this notice, the executive Director is Ms. Jing LI, the non-executive Directors are Mr. Silvio Rudolf SCHAFFNER, Mr. Arthur Crosswell BUTCHER and Ms. June CHANG, and the independent non-executive Directors are Dr. Yuqi WANG, Ms. Hong NI and Ms. Kin Yee POON.