Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

TIAN YUAN HEALTHCARE

天 元 医 疗

CHINA TIAN YUAN HEALTHCARE GROUP LIMITED

中 國 天 元 醫 療 集 團 有 限 公 司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 557)

SUPPLEMENTAL AGREEMENT IN RELATION TO DISCLOSEABLE TRANSACTION REGARDING THE ACQUISITION OF 70% EQUITY INTEREST IN THE TARGET COMPANY

Reference is made to the announcement of the Company dated 31 December 2025 in relation to the proposed acquisition of 70% equity interest in the Target Company by the Purchaser from the Vendors for a consideration of RMB2,100,000 (the "**Announcement**"). Unless otherwise defined herein, capitalized terms used in this announcement shall have the same meanings as those defined in the Announcement.

As set out in the Announcement, pursuant to the Equity Transfer Agreement, the Vendors shall reduce the registered capital of the Target Company to align with the paid-up capital during Handover, such that the registered capital of the Target Company is fully paid up, and the Purchaser shall provide the necessary cooperation ("**Capital Reduction Procedure**").

SUPPLEMENTAL AGREEMENT

On 8 January 2026, following prudent evaluation and comprehensive consideration of the relevant legal requirements and actual business circumstances, the Purchaser entered into a Supplemental Agreement (the "**Supplemental Agreement**") with Vendor 1 and Vendor 2 in relation to the Equity Transfer Agreement, pursuant to which:

1. The Purchaser and the Vendors agree that the Capital Reduction Procedure shall no longer be carried out. Therefore, the Purchaser and the Vendors shall, upon the fulfilment (or waiver, as the case may be) of all the Conditions Precedent set out in the Equity Transfer Agreement on or before the Long Stop Date and within 5 business days from the date of completion of Handover, submit all legal and valid application documents required for the transfer of Target Equity Interests to the industrial and commercial registration authority to complete the equity change registration procedures.

2. The Purchaser undertakes and guarantees to pay the full amount of the outstanding capital contribution corresponding to the Target Equity Interests to the bank account designated by the Target Company within 5 business days from the Completion Date, thereby fulfilling the shareholder's obligation to make full capital contribution, and to provide the corresponding documents evidencing the capital contribution. If the Purchaser fails to fulfill the aforesaid obligation or does not make the aforesaid capital contribution in full, it shall constitute a breach of contract, and the Purchaser shall indemnify the Vendors for all losses caused by such breach of contract, including but not limited to legal fees, litigation fees, preservation fees, bond fees, travel expenses, etc.; and if such breach causes losses to the Vendors, the Purchaser shall pay to the Vendors liquidated damages in an amount equivalent to 20% of the amount of the outstanding capital contribution of the Purchaser, and if the amount of liquidated damages is insufficient to cover the Vendors' loss, the Vendors shall have the right to require the Purchaser to make further compensation.

3. The Purchaser and the Vendors agree that, as the Capital Reduction Procedure will not proceed, the transaction completion deadline stipulated in the Equity Transfer Agreement shall be changed from 15 March 2026 to 31 January 2026 (the "**Transaction Completion Deadline**"). According to the terms of the Equity Transfer Agreement, if the Vendors fail to perform their obligations under the Equity Transfer Agreement, resulting in the Purchaser's failure to be transferred the Target Equity Interests and take over the Target Company before the Transaction Completion Deadline, or affecting the Vendors' normal operation of the Target Company, the Purchaser shall be entitled to terminate the Equity Transfer Agreement. The Vendors shall pay the Purchaser liquidated damages equivalent to 20% of the total consideration. If such liquidated damages are insufficient to cover the losses incurred by the Purchaser, the Vendors shall additionally compensate the Purchaser for all losses suffered (including direct losses, attorney fees, litigation costs and other expenses arising from rights protection).

The Group considers that, given the 45-day public notice period required for the Capital Reduction Procedure, the overall transaction timeline may be extended, potentially affecting the stability of the Target Company's core team and the continuity of its business operations. To achieve rapid integration of the core team and immediate business expansion, particularly to capture the critical market window presented by the industry's peak season that begins every March, completing the Completion as early as possible is conducive to seizing market opportunities, accelerating team and business integration and initiating the new phase of operational planning.

Based on the reasons set out above, the Directors consider that the terms of the Supplemental Agreement are fair and reasonable and in the interests of the Group and its Shareholders as a whole.

Save as amended by the Supplemental Agreement, all other terms of the Equity Transfer Agreement shall remain unchanged and in full force and effect. This announcement is supplemental to and shall be read in conjunction with the Announcement.

Completion is conditional upon the satisfaction of certain Conditions Precedent stipulated in the Equity Transfer Agreement. There is no assurance that any of such conditions will be fulfilled. Accordingly, the Acquisition may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the securities of the Company.

By order of the Board
China Tian Yuan Healthcare Group Limited
Dong Wei
Executive Director

Hong Kong, 8 January 2026

As at the date of this announcement, the Board is composed of five directors of which Ms. Dong Wei is the executive Director, Ms. He Mei is the non-executive Director, and Mr. Yuen Kwok Kuen, Ms. Zhou Siqi and Mr. Li Jun are the independent non-executive Directors.