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Medbanks
思派健康科技

Sipai Health Technology Co., Ltd.
思派健康科技有限公司

(A company incorporated in the Cayman Islands with limited liability)
(Stock Code: 0314)

DISCLOSEABLE TRANSACTION
ACQUISITION OF 100% EQUITY INTEREST IN THE TARGET COMPANY

THE ACQUISITIONS

The Board announces that, on March 18, 2026 (after trading hours), Bixun Pharmaceutical (as Purchaser), entered into Share Purchase Agreement with the Vendor, for a base consideration of RMB354,453,690 subject to the price adjustment mechanism and RSU grants as detailed in this announcement, whereby Bixun Pharmaceutical conditionally agreed to acquire 100% equity interest of Shanze Technology and will indirectly obtain approximately 98.32% of the equity interest in the Target Company currently held by Shanze Technology.

Concurrent with the Share Purchase Agreement, Bixun Pharmaceutical also entered into the Hailin Share Transfer Agreement with Hailin Management and conditionally agreed to acquire the remaining 1.68% of the Target Company for a total consideration of RMB5,546,310.

Upon completion of the Acquisitions, the Company does not have plans to alter the core management team or operating strategies of the Target Company, and will fully support the long-term development of the Target Company.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group consistently seeks investment opportunities that align with its development strategy, enhance its business scale, profitability, and long-term competitiveness, with the aim to maximize returns for its Shareholders. The Group focuses on addressing the growing demand of corporates for employee health and medical services, and is committed to building a data– and technology-driven integrated service ecosystem encompassing "insurance, healthcare management, medical services, pharmaceuticals." The Board considers that, Target Company, as a leading medical insurance technology platform and corporate health benefit solution provider, aligns closely with the Group's long-term strategy. The parties are highly complementary in terms of advantageous business types, operational capabilities, and industry resources. The proposed Acquisitions are expected to generate significant synergies post-merger, strengthening the Group's leading position and sustainable development capabilities in the corporate health services sector. In arriving at this view, the Board has taken into account the following factors:

(1) Synergy can be achieved through the merger of health insurance ecosystem resources, enhancing market penetration and cross-selling capabilities

The Target Company maintains broad ecosystem coverage and customer reach across the PRC health insurance value chain. Its deep connections with insurers, corporate clients, insured employees, and medical and healthcare service providers will effectively expand the Group's customer base and market coverage. By integrating the distribution channels and operational networks of both parties, the Group is expected to enhance overall market penetration, strengthen strategic presence in key provinces and municipalities, and drive cross-selling across multiple business lines, thereby achieving synergistic growth in both scale and operational efficiency.

(2) The technology advantages of the Target Company may empower upgrade in service delivery and data-driven capabilities

The Target Company has significant technological advantages. Its proprietary cloud-based health insurance platform is widely connected to over 200 insurance companies and nearly 300,000 medical service endpoints, enabling real-time claims settlement. The integration of this platform will significantly enhance the Group's operational efficiency and service delivery capabilities and user experience. Notably, the platform's AI-driven data cleansing and processing capabilities will substantially strengthen the Group's data-driven services, supporting more accurate insights into health trends, optimized product design, and improved risk management. This will allow the Group to deliver more differentiated and personalized health management and insurance solutions to corporate clients.

(3) Improving revenue structure and accelerating the Group's path to profitability

The Target Company demonstrates solid revenue scale and healthy profit margins. By further integrating the resources of the Group and the Target Company, the Group expects to continue enhance operational efficiency and improve service quality. Such acquisitions are anticipated to contribute stable growth of recurring revenue, optimize the Group's revenue structure, and help the Group achieve its overall profitability goals within a shorter timeframe.

(4) Capturing favorable industry and policy tailwind to strengthen long-term strategic positioning

The PRC insurance industry has experienced rapid development in recent years and has become one of the fastest-growing insurance markets globally. Driven by multiple national policies, the integration of commercial health insurance with medical and healthcare services continues to deepen, accompanied by rising public awareness of health protection. These industry trends provide a favorable external environment for the Group to advance its insurance-technology-driven medical and healthcare service platform in the PRC. The proposed Acquisition is aligned with prevailing industry trends and conducive to the Group's long-term strategic development and sustainable growth.

The Board considers that the Acquisition represents an attractive investment that will fit into the Group's business strategy and bring positive returns for the Group in the long run. The terms of the Share Purchase Agreement have been arrived at after arm's-length negotiations between the parties, based on a comprehensive consideration of the relevant factors disclosed in this announcement. The Directors have confirmed that the terms of the Share Purchase Agreement and the Acquisition are fair and reasonable, on normal commercial terms or better, and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of the Acquisitions is more than 5% but less than 25%, the Acquisition constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements under the Listing Rules.

As the completion of the Acquisition is subject to fulfillment (or waiver) of the conditions precedent set out in the Share Purchase Agreement and the Hailin Share Transfer Agreement, the Acquisitions may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

The Board announces that, on March 18, 2026 (after trading hours), Bixun Pharmaceutical (as Purchaser), entered into Share Purchase Agreement with the Vendor, for a base consideration of RMB354,453,690 subject to the price adjustment mechanism and RSU grants as detailed in this announcement, whereby Bixun Pharmaceutical conditionally agreed to acquire 100% equity interest of Shanze Technology and will indirectly obtain approximately 98.32% of the equity interest in the Target Company currently held by Shanze Technology.

Concurrent with the Share Purchase Agreement, Bixun Pharmaceutical also entered into the Hailin Share Transfer Agreement with Hailin Management and conditionally agreed to acquire the remaining 1.68% of the Target Company for a total consideration of RMB5,546,310.

Upon completion of the Acquisitions, the Company does not have plans to alter the core management team or operating strategies of the Target Company, and will fully support the long-term development of the Target Company. Ms. Cao Baiyan ("**Baiyan**"), the chief executive officer of the Target Company, will remain in the same position to continue leading its operations. She will also serve as vice president of the Group and become a member of the Group's development committee.

SHARE PURCHASE AGREEMENT

Principal terms of the Share Purchase Agreement are as follow:

Date	March 18, 2026
Parties	(i) the Vendor; (ii) Shanze Technology; (iii) the Target Company; and (iv) Bixun Pharmaceutical, as the purchaser
Subject Matter	100% of the equity interest in Shanze Technology, an investment holding company which has no substantive operation, its sole asset is its approximately 98.32% interest in the total registered capital of the Target Company
Total Consideration	A total consideration of RMB354,453,690, which shall be inclusive of the applicable PRC transfer taxes and stamp duties, and is subject to the valuation adjustment mechanism: (i) First Instalment: payment of RMB324,453,690 in cash on the Closing Date;

(ii) Second Instalment: payment of RMB12,000,000 in cash, subject to the after-tax normalized net profit of the Target Company of the First Financial Year reaching RMB39,600,000 (the "**First Financial Year Performance Target**");

(iii) Third Instalment: payment of RMB10,000,000 in cash, subject to the after-tax normalized net profit of the Target Company of the Second Financial Year reaching RMB43,560,000 (the "**Second Financial Year Performance Target**")

(iv) Fourth Instalment: payment of RMB8,000,000 in cash, subject to the achievement of the after-tax normalized net profit of the Target Company of the Third Financial Year reaching RMB47,916,000 (the "**Third Financial Year Performance Target**").

Price Adjustment Mechanism:

(i) If the normalized net profit after tax exceeds the applicable performance target in that financial year, the Buyer shall pay the Vendor a cash bonus representing 2.5 times the difference between the achieved after-tax normalized net profit and the stipulated performance target, with a cap of RMB12 million, RMB10 million, and 8 million for each respective year, resulting in a maximum consideration of RMB384,453,690.

(ii) If the normalized net profit after tax falls short of the applicable performance target in that financial year, the amount payable for the specific instalment shall be reduced by 2.5 times the shortfall between the achieved after-tax normalized net profit and stipulated performance target, resulting in a minimum consideration of RMB324,453,690.

In addition, Bixun Pharmaceutical has undertaken that subject to Baiyan entering into an employment contract with a term of no less than 36 months and execution of the relevant RSU grant documents, the Company shall grant her up to 32,000,000 RSUs at no additional consideration, for the purpose of ascertaining the value of the RSUs and for the adjustment mechanism, each RSUs will be taken to have a value of RMB2.25, the RSUs will be granted in the following terms:

(i) First Instalment: 5,000,000 RSUs to be granted on the Closing Date, which shall be vested upon expiry of 12 months of the grant.

(ii) Second Instalment: Up to 10,000,000 to be granted within 20 business days of the publication of the financial report for the First Financial Year, provided that if the First Financial Year Performance Target is not met, the number of RSUs granted may be reduced by 1.25 times the shortfall between the actual results and the First Financial Year Performance Target. The grant is subject to Baiyan's continued employment with the Group at the time of the grant, and shall be vested to her immediately.

(iii) Third Instalment: Up to 9,000,000 to be granted within 20 business days of the publication of the financial report for the Second Financial Year, provided that if the Second Financial Year Performance Target is not met, the number of RSUs granted may be reduced by 1.25 times the shortfall between the actual results and the Second Financial Year Performance Target. The grant is subject to Baiyan's continued employment with the Group at the time of the grant, and shall be vested to her immediately.

(iv) Fourth Instalment: Up to 8,000,000 to be granted within 20 business days of the publication of the financial report for the Third Financial Year, provided that if the Third Financial Year Performance Target is not met, the number of RSUs granted may be reduced by 1.25 times the shortfall between the actual results and the Third Financial Year Performance Target. The grant is subject to Baiyan's continued employment with the Group at the time of the grant, and shall be vested to her immediately.

Based on the total cash consideration payable to the Vendor and the RSUs agreed to be granted to Baiyan (which for the purpose of the transaction has a value of RMB2.25 per RSU), the maximum value of the consideration under the Share Purchase Agreement shall be RMB456,453,690, and the minimum value of the consideration under the Share Purchase Agreement shall be RMB335,703,690.

Payment terms

Bixun Pharmaceutical shall, as soon as possible and in any event within 10 business days from the date of the Share Purchase Agreement, establish an escrow bank account in its own name. Bixun Pharmaceutical shall deposit (i) an amount equal to RMB259,562,952 to the escrow account within 10 business days of the establishment of the escrow bank account (the "**First Instalment of Escrow Amount**"), and (ii) within one business day of the completion of certain governmental filing and registration procedures as outlined in the Share Purchase Agreement (the "**Governmental Procedures**"), deposit the after-tax amount of First Instalment minus the First Instalment of Escrow Amount (the "**Second Instalment of Escrow Amount**") to the escrow bank account.

The consideration (after deduction of application PRC transfer taxes and stamp duties) shall be paid to the Vendor in four instalments:

(i) First Instalment: the first instalment of RMB324,453,690 (after deduction of applicable PRC transfer taxes and stamp duties) shall be paid to the Vendor from the escrow bank account before or on the Closing Date.

(ii) Second Instalment: based on the achievement of First Financial Year Performance Target, RMB12,000,000 plus any applicable bonus or reduction based on the price adjustment mechanism of the First Financial Year (after deduction of applicable PRC transfer taxes) shall be paid to the Vendor within forty-five (45) business days from the date of the financial statements for the First Financial Year.

(iii) Third Installment: based on the achievement of Second Financial Year Performance Target, RMB10,000,000 plus any applicable cash bonus or reduction based on the price adjustment mechanism of the Second Financial Year (after deduction of applicable PRC transfer taxes) shall be paid to the Vendor within forty-five (45) business days from the date of the financial statements for the Second Financial Year.

(iv) Fourth Installment: based on the achievement of Third Financial Year Performance Target, RMB8,000,000 plus any applicable cash bonus or reduction based on the price adjustment mechanism of the Third Financial Year (after deduction of applicable PRC transfer taxes) shall be paid to the Vendor within forty-five (45) business days from the date of the financial statements for the Third Financial Year.

Completion

Completion shall take place on the date on which the Vendor receives the first installment of the consideration payable, and shall in any event be no later than 5 business days after closing conditions have been satisfied or waived by the relevant party.

Conditions precedent

Completion of the Acquisition is conditional upon the fulfillment (or waiver by the relevant party) of certain customary conditions, including but not limited to the following:

(i) all representations and warranties made by the Vendor and the Target Company remaining true, accurate, complete and not misleading as of the Completion Date;

(ii) each of the Vendor and the Target Company having complied with and are not in breach of their respective obligations and conditions under the Share Purchase Agreement in all material manners;

(iii) there being no pending or threatened in writing before any governmental authority or judicial body in the PRC that would restrict, prohibit, enjoin or otherwise impede the transactions contemplated under the Share Purchase Agreement;

(iv) the Hailin Share Transfer Agreement has been duly executed;

(v) the relevant governmental procedure having been completed.

Termination

The Share Purchase Agreement may be terminated (i) by mutual consent of the Vendor and Bixun Pharmaceutical in writing; (ii) by the Vendor or Bixun Pharmaceutical if the transaction is conclusively prohibited by orders or other actions of applicable governmental authorities; (iii) by either the Vendor or Bixun Pharmaceutical by notice in writing to the other party where the other party's representation and warranties are materially untrue and contains material omission, has breached any obligations under the Share Purchase Agreement and such breach has not been remedied within 30 days of the written notice, or where the conditions precedent are not satisfied (or waived) within 120 days of the date of the Share Purchase Agreement (other than where the non-satisfaction resulted from that party); (iv) by Bixun Pharmaceutical by notice in writing if the Target Company is finally adjudicated to have committed a corporate crime arising from any matter occurring or existing prior to the Closing and such criminal penalty cannot be fully discharged by the payment of a fine within 3 years after the Closing, and Bixun Pharmaceutical shall be entitled to require the Vendor to repurchase all equity interests in the Target Company then held by the Bixun Pharmaceutical at zero consideration or the minimum consideration permitted by law and in such case, the Vendor shall negotiate with Bixun Pharmaceutical regarding the amount to be returned. However, if the Vendor and Bixun Pharmaceutical fail to reach an agreed amount, the amount to be returned by Bixun Pharmaceutical shall in no event exceed 35% of the transaction consideration actually received; and (v) by the Vendor by notice in writing at least 10 business days in advance if Bixun Pharmaceutical fails to pay the first installment within twenty business days after relevant governmental procedures and still fails to do so after a ten business-day grace period.

Saved for the event above, once the Closing has occurred and the Vendor has received the first installment, neither Party shall have the right to unilaterally terminate the Share Purchase Agreement.

HAILIN SHARE TRANSFER AGREEMENT

Principal terms of the Hailin Share Transfer Agreement are as follow:

Date	March 18, 2026
Parties	(i) Hailin Management, as the vendor; (ii) the Target Company; and (iii) Bixun Pharmaceutical, as the purchaser
Subject Matter	1.68% interest in the total registered capital of the Target Company, being Hailin Management's entire shareholding in the Target Company
Total Consideration	RMB5,546,310
Payment terms	The consideration under the Hailin Share Transfer Agreement shall be payable in full on the completion date to such bank account as designated by Hailin Management
Completion	Completion shall take place on the date when all closing conditions have been satisfied or waived by the relevant party

Termination

The Hailin Share Transfer Agreement may be terminated in accordance with its terms, including (i) by mutual consent of Hailin Management and Bixun Pharmaceutical in writing; (ii) by Hailin Management and Bixun Pharmaceutical if the transaction is conclusively prohibited by orders or other actions of applicable governmental authorities; (iii) by either Hailin Management or Bixun Pharmaceutical by notice in writing to the other party where the other party's representation and warranties are materially untrue and contains material omission, has breached any obligations under the Share Purchase Agreement and such breach has not been remedied within 30 days of the written notice, or where the conditions precedent are not satisfied (or waived) within 120 days of the date of the Share Purchase Agreement (other than where the non-satisfaction resulted from that party); (iv) by Bixun Pharmaceutical by notice in writing if the Target Company is finally adjudicated to have committed a corporate crime arising from any matter occurring or existing prior to the Closing and such criminal penalty cannot be fully discharged by the payment of a fine within 3 years after the Closing, and Bixun Pharmaceutical shall be entitled to require Hailin Management to repurchase all equity interests in the Target Company then held by the Bixun Pharmaceutical at zero consideration or the minimum consideration permitted by law, and in such case, Hailin Management shall negotiate with Bixun Pharmaceutical regarding the amount to be returned. However, if Hailin Management and Bixun Pharmaceutical fail to reach a agreed amount, the amount to be returned by Bixun Pharmaceutical shall in no event exceed 35% of the transaction consideration actually received; or (v) by Hailin Management by notice in writing at least 10 business days in advance if Bixun Pharmaceutical fails to pay the consideration within twenty business days after relevant governmental procedures and still fails to do so after a ten business-day grace period.

The Hailin Share Transfer Agreement would also be terminated automatically in the event that the Share Purchase Agreement is terminated.

Conditions precedent Completion under the Hailin Share Transfer Agreement is conditional upon the fulfillment (or waiver by the relevant party) of certain customary conditions, including but not limited to the following:

(i) all representations and warranties made by the relevant parties remaining true, accurate, complete and not misleading as of the completion date;

(ii) the Share Purchase Agreement has been duly executed;

(iii) Hailin Management to have delivered all related documents and take such other action to facilitate the transactions contemplated under the Hailin Share Transfer Agreement;

(iv) the governmental filing and registration procedure in connection with the transfer of the relevant equity interest having been completed; and

(v) each of Hailin Management and the Target Company having complied with and are not in breach of their respective obligations and conditions under the Share Purchase Agreement in all material manners.

INFORMATION ON THE TARGET COMPANY

The Target Company is a company established in the PRC with limited liability. As a leading service platform of commercial health insurance technology and corporate employee healthcare (hereinafter referred to as "**corporate healthcare**") in the PRC, and a National High-Tech Enterprise, the Target Company specializes in providing professional integrated "technology + service" solutions for corporate healthcare to insurance companies and medium-to-large enterprises. With a core model centered on "insurance + healthcare + technology", the Company leverages its self-developed smart healthcare insurance cloud platform and nationwide medical service network to connect insurance companies, medicine service institutions, and corporate users through digitalization technology, achieving end-to-end integration of insurance claims, medicine delivery, and user services. To date, the Company has served over 200 insurance companies and 2,000 medium-to-large enterprises, covering nearly 300,000 medical and pharmaceutical service institutions. It holds more than 30 patents and software copyrights and has obtained internationally recognized certifications such as ISO27001 and CMMI3. The Target Company is committed to leveraging technology to empower health insurance and corporate healthcare management, continuously improving service efficiency and quality, and building a more comprehensive corporate health protection ecosystem.

Prior to the Acquisitions, Shanze Technology holds 98.32% of the registered capital of the Target Company, with the remaining 1.68% held by Hailin Management.

Financial information of the Target Company

Based on the unaudited management accounts of the Target Company prepared in accordance with the International Financial Reporting Standards (IFRS), its net assets and total assets as of December 31, 2025 is RMB84.5 million and RMB227.0 million, respectively. Additional unaudited financial information of the Target Company prepared in accordance with the IFRS for two financial years ended 31 December 2024 and 31 December 2025 are as follows:

	For the year ended 31 December	
	2024	**2025**
	RMB'000	***RMB'000***
Net profit before taxation	28,240	44,365
Net profit after taxation	26,972	39,644

INFORMATION OF THE OTHER PARTIES INVOLVED IN THE ACQUISITIONS

The Company is committed to building China's leading commercial healthcare payment system and service network for China's working population and their families through its unique "health insurance + healthcare management" one-stop service model.

Bixun Pharmaceutical is an indirect wholly-owned subsidiary of the Company and is primarily engaged in investment holding and intra-group management entity of the Group.

Shanze Technology is an investment holding company with no substantive operations, its sole asset is its approximately 98.32% interest in the total registered capital of the Target Company. The Vendor is its sole shareholder immediately prior to the completion of the Acquisition.

The Vendor is a company incorporated under Hong Kong law that is mainly involved in healthcare consultancy and services. It is ultimately owned and controlled by Baiyan, the chief executive officer of the Target Company.

Hailin Management is an investment holding company with no substantive operations established in the PRC with limited liability, and is owned as to 99.9% by Mr. Xu Jingming and 0.1% by Ms. Cao Lingling.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, each of the Vendor, Hailin Management and their respective ultimate beneficial owner(s) are third parties independent of the Company and its connected persons.

BASIS OF DETERMINING THE CONSIDERATION

In determining the consideration of the Acquisitions, the Company has engaged Orient Appraisal Co., Ltd.(上海東洲資產評估有限公司)to conduct a comprehensive valuation of the Target Company. The final valuation of the Target Company was RMB430.0 million, details of the Valuation Report are set forth below:

Valuation Approach

The valuation report adopts the result of the market approach as the final conclusion for the valuation of all shareholders' equity of the Target Company. The Valuation Report adopted a market approach. Since the valuated entity is not a traditional manufacturing enterprise, it is rather difficult to accurately assess and forecast its future growth; however, with the big bang of the industry, the capital market has seen an increase in comparable listed companies similar to the appraised company.

Key Assumptions

(a) Basic Assumptions

(i) Transaction assumption

The transaction assumption is based on the premise that all appraised assets are already involved in a transaction. The Asset Valuer will carry out the valuation in a simulated market based on the transaction conditions of the appraised assets. The transaction assumption is the most fundamental prerequisite for the asset valuation to take place.

(ii) Open market assumption

The open market assumption is an assumption about the market conditions into which an asset is intended to enter and what effects the asset will receive under such market conditions. An open market is a fully developed and comprehensive market condition, a competitive market with willing buyers and sellers, where buyers and sellers are on equal footing and have equal opportunity and time for access to adequate market information, and where transactions between buyers and sellers are conducted under voluntary, rational, non-compulsory or unrestricted conditions. The open market assumption is based on the assumption that assets are publicly tradable in the market.

(iii) Going concern assumption

Going concern assumption is assumed that the appraised entity can legally continue its production and operation business according to its current status within the foreseeable future operating period under the existing asset resources conditions and there will be no major adverse changes in the operating conditions.

(iv) Assumption about the use of an asset for an existing purpose

Assumption about the use of an asset for an existing purpose means that it is assumed that the asset will continue to be used for the current purpose. Firstly, it is assumed that the assets within the scope of valuation are in use. Then it is assumed that the assets will continue to be used for the current purpose and mode of use without considering asset use conversion or optimal utilization conditions.

(b) General Assumptions

(i) It is assumed that after the valuation benchmark date, there will be no unforeseeable major adverse changes in national laws, macroeconomic conditions, financial and industrial policies, or any other external economic environment. It is also assumed that no force majeure events or unforeseeable factors will cause significant impact.

(ii) This valuation does not take into account the impact of any future mortgage, guarantee obligations, or special transaction arrangements that may require additional consideration, which may be undertaken by the subject entity or its assets.

(iii) It is assumed that the socioeconomic environment, and the fiscal and tax policies–including applicable taxes and tax rates–of the subject entity's location will not undergo major changes, and that credit, interest rate, and foreign exchange policies will remain generally stable.

(iv) The current and future business operations of the subject entity are assumed to be lawful and compliant, and in accordance with its business license and articles of association.

(c) Other Assumptions for the Market Approach

(i) It is assumed that the financial data of the comparable companies are true and reliable.

(ii) Unless otherwise specified, it is assumed that all transactions are open, fair, equal, voluntary, and conducted at arm's length.

(iii) The valuation professionals select comparison dimensions and indicators solely based on publicly disclosed information relating to comparable transactions, without considering the impact of any non-public factors on the value of the subject entity.

(iv) The valuation does not consider any impact arising from special transaction structures or arrangements.

Valuation Methodology

(i) Identify comparable reference companies.

In an appropriate market, analyze companies that operate in the same industry or are affected by similar economic factors, engage in the same or similar businesses, have similar transaction types, and whose transaction periods are close to the valuation date, selecting them as potential comparable companies.

After considering factors such as business structure, operating model, corporate scale, asset configuration and utilization, operational stage, growth potential, operating risks, and financial risks, conduct applicability screening to determine the final set of comparable companies.

Having considered the nature of the Target Company's business, the independent valuer identified a selection of comparable companies falling within the following parameters:

a) The comparable company's primary business is the operation of a technology platform which link corporations with end users and its principal place of operation is the PRC;

b) The comparable company is listed on a reputable stock exchange and has reliable financial information which are readily accessible; and

c) The comparable company should have a positive enterprise value (EV) and earnings before interest, taxes, depreciation and amortization (EBITDA) value ratio.

By adopting this list of criteria, the independent valuer were able to identified the comparable companies set forth in the section headed "Key Inputs" below as being suitable comparable company for the purpose of the valuation.

(ii) Make necessary adjustments for differences between the subject and comparable companies.

Using information obtained from public sources regarding the operations and financial data of comparable companies, compare and analyze these against the subject's actual conditions and make necessary adjustments for differences.

(iii) Select and determine value ratios.

Common multiples adopted for market approach valuation includes: Price-to-Earnings (P/E), Price-to-Book (P/B), EV/Sales and Enterprise Value Multiples (e.g., EV/EBIT, EV/EBITDA). The independent valuer selected EV/EBITDA as the comparable value for the purpose of this valuation, having considered that the Target Company is a technology-driven platform enterprise with a asset-light business model. The P/B multiple is considered to not be an effective multiple in assessing the Target Company's true value given that it adopts an asset-light model and much of the intangible value of the Target Company is not accurately reflected in its net asset. The P/E multiple is heavily dependent on net profit, which may be significantly affected by amortization, interest expenses, and one-off non-operating gains or losses, which could all distort the P/E multiples given the difference corporate development strategies and life stages of the comparable companies. The P/S multiple is typically suitable for companies that are not yet profitable or which are in a phase of rapid expansion, where their revenue is the most reliable metrics for valuation. The Target Company has already achieved positive EBITDA, its ability to translate revenue into earnings becomes a more relevant focus in ascertaining its value. Having considered the forgoing factors, the independent valuer considered that using the EV/EBITDA multiple is the most appropriate comparison, as EV reflects the total consideration of debt obligations a buyer effectively assumes from an merger and acquisition perspective. Meanwhile, compared with EBIT, EBITDA eliminates the effects of amortization and taxes, and is a better metric in tracking the actual operating cash inflows generated by the business.

Given that EV/EBITDA value primarily focuses on the profitability, growth potential and operating capabilities of a business, comparisons can be made across business of different scale in a meaningful manner. As adjustments has already been made for the scale of businesses in adopting a market approach for the valuation, the scale of the businesses of comparable companies should not have a material adverse impact on the conclusions of the valuation.

(iv) Estimate enterprise value

After adjusting and calculating the value ratios of comparable companies, apply them to the subject's relevant financial data or indicators to determine the subject's operating asset value.

(v) Determine the valuation conclusion.

After calculating the total shareholders' equity value using the value ratios, assign reasonable weights based on industry characteristics and the subject's actual operating conditions to determine the final valuation conclusion.

Key Inputs

The particulars of the respective valuations of the comparable companies and the Target Company are outlined below:

	Background	**Equity Value as of November 30, 2025** *(RMB'billion)*	**EBITDA for FY2024** *(RMB'billion)*	**EV/EBITDA Value**
Comparable Company A	A leading domestic digital technology service provider with deep expertise in merchant operations and IoT businesses	18.17	1.28	11.70
Comparable Company B	A leading life-services e-commerce platform in China, with an extensive local services and pharmaceutical delivery network	399.00	36.61	8.83
Comparable Company C	The first Internet-based insurance company in Asia, having built a dual-engine ecosystem driven by "insurance + technology."	16.49	2.16	8.31
The Target Company	A technology platform with a focus on health insurance and links insurance company with health service providers.	0.43	0.04	9.31

Directors' View

The Board has reviewed the Valuation Report. Having taken into full account the valuation approaches adopted (including relevant market multiples and comparable transaction cases) and valuation assumptions, the Board believes that the calculation results using the market approach reflects the true value of the Target Company and the Valuation Report is fair and reasonable.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Group consistently seeks investment opportunities that align with its development strategy, enhance its business scale, profitability, and long-term competitiveness, with the aim to maximize returns for its Shareholders. The Group focuses on addressing the growing demand of corporates for employee health and medical services, and is committed to building a data- and technology-driven integrated service ecosystem encompassing "insurance, healthcare management, medical services, and pharmaceuticals." The Board considers that, Target Company, as a leading medical insurance technology and corporate health benefit solution provider, aligns closely with the Group's long-term strategy. The parties are highly complementary in terms of advantageous business types, operational capabilities, and industry resources. The Company currently expects that the consideration of the Acquisitions will be funded through a combination of the Company's internal resources and commercial bank loans. The proposed Acquisitions are expected to generate significant synergies post-merger, strengthening the Group's leading position and sustainable development capabilities in the corporate health services sector. In arriving at this view, the Board has taken into account the following factors:

(1) Synergy can be achieved through the merger of health insurance ecosystem resources, enhancing market penetration and cross-selling capabilities

The Target Company maintains broad ecosystem coverage and customer reach across the PRC health insurance value chain. Its deep connections with insurers, corporate clients, insured employees, and medical and healthcare service providers will effectively expand the Group's customer base and market coverage. By integrating the distribution channels and operational networks of both parties, the Group is expected to enhance overall market penetration, strengthen strategic presence in key provinces and municipalities, and drive cross-selling across multiple business lines, thereby achieving synergistic growth in both scale and operational efficiency.

(2) The technology advantages of the Target Company may empower upgrade in service delivery and data-driven capabilities

The Target Company has significant technological advantages. Its proprietary cloud-based health insurance platform is widely connected to over 200 insurance companies and nearly 300,000 medical service endpoints, enabling real-time claims settlement. The integration of this platform will significantly enhance the Group's operational efficiency and service delivery capabilities and user experience. Notably, the platform's AI-driven data cleansing and processing capabilities will substantially strengthen the Group's data-driven services, supporting more accurate insights into health trends, optimized product design, and improved risk management. This will allow the Group to deliver more differentiated and personalized health management and insurance solutions to corporate clients.

(3) Improving revenue structure and accelerating the Group's path to profitability

The Target Company demonstrates solid revenue scale and healthy profit margins. By further integrating the resources of the Group and the Target Company, the Group expects to continue enhance operational efficiency and improve service quality. Such acquisitions are anticipated to contribute stable growth of revenue, optimize the Group's revenue structure, and help the Group achieve its overall profitability goals within a shorter timeframe.

(4) Capturing favorable industry and policy tailwind to strengthen long-term strategic positioning

The PRC insurance industry has experienced rapid development in recent years and has become one of the fastest-growing insurance markets globally. Driven by multiple national policies, the integration of commercial health insurance with medical and healthcare services continues to deepen, accompanied by rising public awareness of health protection. These industry trends provide a favorable external environment for the Group to advance its insurance-technology-driven medical and healthcare service platform in the PRC. The proposed Acquisition is aligned with prevailing industry trends and conducive to the Group's long-term strategic development and sustainable growth.

The Board considers that the Acquisition represents an attractive investment that will fit into the Group's business strategy and bring positive returns for the Group in the long run. The terms of the Share Purchase Agreement have been arrived at after arm's-length negotiations between the parties, based on a comprehensive consideration of the relevant factors disclosed in this announcement. The Board noted that the maximum consideration payable for the Acquisition (including the cash and RSU) of approximately RMB462 million is at a slight premium to the valuation amount of RMB430 million, and considers that the slight premium is reasonable considering that there is both a cash and RSU component to the total consideration, and a part of both the cash and RSU component will be tied to the future performance of the Target Company. The Directors have confirmed that the terms of the Share Purchase Agreement and the Acquisition are fair and reasonable, on normal commercial terms or better, and in the interests of the Company and its Shareholders as a whole.

LISTING RULES IMPLICATIONS

As the highest applicable percentage ratio calculated according to Rule 14.07 of the Listing Rules in respect of the Acquisitions is more than 5% but less than 25%, the Acquisitions constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements under the Listing Rules.

As the completion of the Acquisitions is subject to fulfillment (or waiver) of the conditions precedent set out in the Share Purchase Agreement and the Hailin Share Transfer Agreement, the Acquisitions may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the securities of the Company.

DEFINITIONS

In this announcement, unless the context otherwise requires, capitalized terms used shall have the following meanings:

"Acquisitions"	the proposed acquisition of the 100% equity interest in Shanze Technology and the Target Company pursuant to the terms of the Share Purchase Agreement and the Hailin Share Transfer Agreement
"Baiyan"	Ms. Cao Baiyan, the chief executive officer of the Target Company
"Board"	the board of Directors
"Closing Date"	the date when the closing takes place, at such time and place as may be agreed in writing between the Buyer and the Vendor, and which shall occur on the same day on which the Vendor actually receives the after-tax amount of the First Instalment paid by the Buyer; provided that the Closing Date shall be no later than five (5) business days after all conditions to closing (other than those required to be satisfied at closing, which shall be satisfied or waived at closing) have been fulfilled or waived, or such other date as may be agreed in writing between the Buyer and the Vendor.
"Company"	Sipai Health Technology Co., Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands on May 19, 2015
"Completion Date"	the date where completion of the Share Purchase Agreement takes place in accordance with its terms
"Group", "our Group", "our", "we", or "us"	the Company and all of its subsidiaries, or any one of them as the context may require or, where the context refers to any time prior to its incorporation, the business which its predecessors or the predecessors of its present subsidiaries, or any one of them as the context may require, were or was engaged in and which were subsequently assumed by it
"First Financial Year"	the period commencing from January 1, 2026 and ending on December 31, 2026
"Hailin Management"	Hailin Management Consulting (Shanghai) Co., Ltd.(海鄰管理諮詢(上海)有限公司), a company incorporated in the PRC with limited liability on May 25, 2012

"Hailin Share Transfer Agreement"	the share transfer agreement dated March 18, 2026 in connection to the purchase of 1.68% equity interest in Target Company from Hailin Management by Bixun Pharmaceutical, together with other ancillary transaction documents
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"independent third party(ies)"	third party(ies) and their ultimate beneficial owner(s) (if applicable) which are independent of the Company and its connected persons (as defined under the Listing Rules)
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"PRC"	the People's Republic of China, which for the purpose of this announcement and for geographical reference only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"Purchaser" or "Bixun Pharmaceutical"	Bixun (Shanghai) Pharmaceutical Technology Co., Ltd.(比遜(上海)醫藥科技有限公司), a company incorporated in the PRC with limited liability on June 3, 2014 and a wholly-owned subsidiary of the Company
"RMB"	Renminbi, the lawful currency of the PRC
"RSU(s)"	the restricted share unit(s) to be granted under the Company's 2023 share award scheme adopted on August 30, 2023
"Second Financial Year"	the period commencing from January 1, 2027 and ending on December 31, 2027
"Shanze Technology"	Hai Nan Shanze Network and Technology Co., Ltd.(海南善澤網路科技有限公司)a company incorporated in the PRC with limited liability on June 3, 2014 and a target company which shall be acquired by the Group in connection with the Acquisition
"Shareholder(s)"	holder(s) of the Share(s)
"Share Purchase Agreement"	the share purchase agreement dated March 18, 2026 in connection to the purchase of 100% equity interest in Shanze Technology, together with other ancillary transactions documents

"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the same meaning ascribed to it under the Listing Rules
"Target Company"	Jianyi Information Technology (Shanghai) Co., Ltd.(健醫信息科技(上海)股份有限公司), a company incorporated in the PRC with limited liability on December 30, 2013 and a target company which shall be acquired by the Group in connection with the Acquisition
"Third Financial Year"	the period commencing from January 1, 2028 and ending on December 31, 2028
"Valuation Report"	The valuation report is the comprehensive valuation of the Target Company prepared by Orient Appraisal Co., Ltd.(上海東洲資產評估有限公司)
"Vendor"	Health Pie Limited(健康派有限公司), a company incorporated in the Hong Kong Law on September 9, 2024 and a seller under Share Purchase Agreement
"%"	per cent

In this announcement, the English names of the PRC entities are translation of their Chinese names, and are included herein for identification purpose only. In the event of any inconsistency, the Chinese names shall prevail.

By order of the Board
Sipai Health Technology Co., Ltd.
MA Xuguang
Chairman of the Board and Executive Director

Hong Kong, March 18, 2026

As at the date of this announcement, the Board comprises Mr. MA Xuguang and Mr. LI Ji as executive directors, Mr. YAO Leiwen as non-executive director, Mr. FAN Xin, Mr. HE Haijian and Ms. HUANG Bei as independent non-executive directors.