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PING AN HEALTHCARE AND TECHNOLOGY COMPANY LIMITED

平安健康醫療科技有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1833)

CONNECTED TRANSACTION LEASE AGREEMENT

LEASE AGREEMENT

On 30 June 2026, Kang Jian Information Technology (Shenzhen) Co., Ltd.* (康鍵信息技術(深圳)有限公司) (“**Kang Jian**”, as the lessee), a wholly-owned subsidiary of the Company, entered into the Lease Agreement with Ping An Bank Co., Ltd. Credit Card Centre* (平安銀行股份有限公司信用卡中心) (“**Ping An Credit Card Centre**”, as the lessor), pursuant to which Ping An Credit Card Centre agreed to lease the Property to Kang Jian, subject to the terms and conditions of the Lease Agreement, for a term of three years commencing on 1 July 2026 and ending on 30 June 2029 (both dates inclusive).

LISTING RULES IMPLICATIONS

Pursuant to IFRS 16, the lease of the Property under the Lease Agreement will be recognised as a right-of-use asset of the Company, amounting to approximately RMB32,956,555.21. As Ping An Credit Card Centre is a specialized institution of Ping An Bank, which is a subsidiary of Ping An, the controlling Shareholder, pursuant to Chapter 14A of the Listing Rules, Ping An Credit Card Centre is an associate of the controlling Shareholder, and accordingly is a connected person of the Company. Therefore, the lease of the Property under the Lease Agreement constitutes a one-off connected transaction of the Company pursuant to Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio in respect of the lease of the Property under the Lease Agreement (on the basis of the value of the right-of-use asset to be recognised by the Company) is more than 0.1% but less than 5%, it is subject to the reporting and announcement requirements, but is exempt from the circular, independent financial advice and independent shareholders’ approval requirements under Chapter 14A of the Listing Rules.

INTRODUCTION

The Board announces that, on 30 June 2026, Kang Jian (as the lessee), a wholly-owned subsidiary of the Company, entered into the Lease Agreement with Ping An Credit Card Centre (as the lessor), pursuant to which Ping An Credit Card Centre agreed to lease the Property to Kang Jian, subject to the terms and conditions of the Lease Agreement, for a term of three years commencing on 1 July 2026 and ending on 30 June 2029 (both dates inclusive).

LEASE AGREEMENT

The principal terms of the Lease Agreement are as follows:

- Date:** 30 June 2026
- Parties:**
1. Ping An Credit Card Centre (as the lessor)
 2. Kang Jian (as the lessee)
- Property:** The whole of 10/F-11/F and 31/F-33/F, Tower A, Ping An Credit Card Building, 5209 Menghai Avenue, Nanshan District, Shenzhen, Guangdong, the PRC, with a gross floor area of 13,734.91 sq.m.
- Term:** Three years commencing on 1 July 2026 and ending on 30 June 2029 (both dates inclusive); Ping An Credit Card Centre shall hand over the Property to Kang Jian in accordance with the handover conditions as agreed in the Lease Agreement by 1 July 2026
- Usage:** The Property shall be used as office premises of Kang Jian
- Rental and total consideration payable:** Monthly rental totals RMB1,491,113.00 (tax inclusive).
The rental under the Lease Agreement shall be paid monthly. Before the 25th day of each month, Kang Jian shall pay the rental for the next month, provided that the first installment of rental totalling RMB1,491,113.00 shall be paid in a lump sum within 5 working days after the execution of the Lease Agreement and before the delivery of the Property. During the lease term, Ping An Credit Card Centre agrees to grant Kang Jian a 10-month rent-free period for decoration, from 1 July 2026 to 31 October 2026, from 1 July 2027 to 30 September 2027 and from 1 July 2028 to 30 September 2028, respectively, during which no rental shall be payable. Considering the rent-free period for decoration, the total consideration payable under the Lease Agreement is RMB38,768,938.00 (tax inclusive).

In accordance with the Lease Agreement, during the lease term (including the rent-free period for decoration), utilities, telecommunications, property management fees and other related expenses incurred in using the Property shall be borne by Kang Jian.
- Lease security deposit:** Kang Jian shall pay the lease security deposit to Ping An Credit Card Centre within 10 days after the execution of the Lease Agreement and before the delivery. The lease security deposit shall be approximately 2 times the monthly rental for the total leased area, namely RMB2,982,227.00, as security for the performance of Kang Jian's obligations under the Lease Agreement. When the Lease Agreement is terminated or cancelled, except for the specific circumstances of breach as stipulated in the Lease Agreement where Ping An Credit Card Centre has the right to retain all or part of the lease security deposit, Ping An Credit Card Centre shall return the remaining deposit to Kang Jian within 15 days after Kang Jian has fulfilled its obligations to return the Property under the Lease Agreement.

Termination: If a party commits a material breach as set out in the Lease Agreement (including but not limited to Kang Jian’s delay in paying rental and other fees for more than 30 days or amounting to over RMB820,000 in aggregate, and Ping An Credit Card Centre’s failure to hand over the Property within the timeframe as stipulated in the Lease Agreement and failure to hand over within 10 days after a written demand), or the other party is otherwise entitled to unilaterally terminate the Lease Agreement in accordance with laws and regulations, the other party shall have the right to terminate the Lease Agreement early in accordance with law, and any losses arising therefrom shall be borne by the breaching party.

VALUE OF THE RIGHT-OF-USE ASSET

In accordance with the requirements of IFRS 16, the total value of the right-of-use asset to be recognised by the Company for the lease of the Property under the Lease Agreement is approximately RMB32,956,555.21, including the present value of the aggregate lease payments to be made under the Lease Agreement during the lease term in accordance with IFRS 16 “Leases”. Payments to be made under the Lease Agreement are expected to be financed by the Company’s internal resources. In the past three years, there were no historical lease arrangements between the Group and Ping An Credit Card Centre.

REASONS FOR AND BENEFITS OF ENTERING INTO THE LEASE AGREEMENT

The consideration payable by Kang Jian under the Lease Agreement was determined by the parties through arm’s length negotiations after taking into account the area, usage, location and facilities of the Property, and the prevailing market rental levels for similar properties in the same locality.

The reasons for and benefits of entering into the Lease Agreement include, but are not limited to: (1) as the core flagship of Ping An Group’s health and senior care ecosystem, the new leased office premises will further enhance strategic synergies with Ping An Group, to build a managed care model with Chinese characteristics; and (2) the Property is a Grade A office building delivered in 2025, with excellent building quality, which will better demonstrate the Company’s positive operational image.

Having considered the above, the Directors (including the independent non-executive Directors) are of the view that the transactions under the Lease Agreement are entered into in the ordinary and usual course of business of the Company and are on normal commercial terms or better, and that the terms of the Lease Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

As Mr. Michael Guo, Ms. Xin Fu and Ms. Fangfang Cai, non-executive Directors, hold directorships and/or other important positions in Ping An, each of them is deemed to have a material interest in the Lease Agreement and has therefore abstained from voting on the Board resolution approving the Lease Agreement. Save as disclosed above, none of the other Directors has any material interest in the lease of the Property under the Lease Agreement that would require them to abstain from voting on the Board resolution in respect of the Lease Agreement.

INFORMATION ON THE PARTIES

The Company is the core flagship of Ping An Group's health and senior care ecosystem. In alignment with Ping An Group's in-depth implementation of the "integrated finance + health and senior care" dual-pronged strategy, the Group has consistently integrated and upgraded its "online, in-hospital, in-home, and in-company" service network to provide "worry-free, time-saving, and money-saving" one-stop medical, health, and senior care services. Moreover, the Company has forged closed-loop synergies with Ping An Group's integrated finance business, aiming to build a managed care model with Chinese characteristics. Kang Jian, a wholly-owned subsidiary of the Company, is a limited liability company established in the PRC and its principal business activity is technical and consulting services.

Ping An Bank is a national joint-stock commercial bank headquartered in Shenzhen, which is principally engaged in RMB and foreign currency deposits and loans, bill discounting, foreign exchange trading, provision of guarantee and letter of credit services, and provision of safe deposit box services, among others. Ping An is the controlling shareholder of Ping An Bank. As a professional credit card service institution under Ping An Bank, Ping An Credit Card Centre focuses its principal business on credit card operations. Leveraging Ping An Bank's strengths in the retail finance sector, it offers a range of financial services including credit card issuance, consumer credit and installment payment.

LISTING RULES IMPLICATIONS

Pursuant to IFRS 16, the lease of the Property under the Lease Agreement will be recognised as a right-of-use asset of the Company, amounting to approximately RMB32,956,555.21, including the present value of the aggregate lease payments to be made under the Lease Agreement during the lease term in accordance with IFRS 16 "Leases". The lease liabilities corresponding to the right-of-use asset to be recognised therefor will be amortised during each reporting period. As Ping An Credit Card Centre is a specialized institution of Ping An Bank, which is a subsidiary of Ping An, the controlling Shareholder, pursuant to Chapter 14A of the Listing Rules, Ping An Credit Card Centre is an associate of the controlling Shareholder, and accordingly is a connected person of the Company. Therefore, the lease of the Property under the Lease Agreement constitutes a one-off connected transaction of the Company pursuant to Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio in respect of the lease of the Property under the Lease Agreement (on the basis of the value of the right-of-use asset to be recognised by the Company) is more than 0.1% but less than 5%, it is subject to the reporting and announcement requirements, but is exempt from the circular, independent financial advice and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

DEFINITIONS

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

“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of directors of the Company
“Company”	Ping An Healthcare and Technology Company Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (Hong Kong Stock Exchange: 1833)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“connected transaction(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“Group”	the Company, its subsidiaries and the operating entities
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“IFRS”	International Financial Reporting Standards
“Kang Jian”	Kang Jian Information Technology (Shenzhen) Co., Ltd.* (康鍵信息技術(深圳)有限公司), a company incorporated under the laws of the PRC on 13 February 2015 and a wholly-owned subsidiary of the Company
“Lease Agreement”	a lease agreement entered into between Kang Jian and Ping An Credit Card Centre relating to the lease of the Property on 30 June 2026
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended, supplemented or otherwise modified from time to time
“Ping An”	Ping An Insurance (Group) Company of China, Ltd. (中國平安保險(集團)股份有限公司), a company incorporated under the laws of the PRC whose shares are dually listed on the Shanghai Stock Exchange and the Stock Exchange (SSE: 601318; SEHK: 2318). It is the controlling Shareholder
“Ping An Bank”	Ping An Bank Co., Ltd. (平安銀行股份有限公司), a company incorporated under the laws of the PRC on 22 December 1987 whose shares are listed on the Shenzhen Stock Exchange (SZSE: 000001), and a subsidiary of Ping An
“Ping An Credit Card Centre”	Ping An Bank Co., Ltd. Credit Card Centre* (平安銀行股份有限公司信用卡中心), a specialized institution of Ping An Bank, established on 17 March 2015, headquartered in Shenzhen, Guangdong, the PRC

“Ping An Group”	Ping An and its subsidiaries
“PRC”	the People’s Republic of China, excluding, for the purposes of this announcement, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Property”	the whole of 10/F-11/F and 31/F-33/F, Tower A, Ping An Credit Card Building, 5209 Menghai Avenue, Nanshan District, Shenzhen, Guangdong, the PRC
“RMB” or “Renminbi”	Renminbi, the lawful currency of the PRC
“Share(s)”	ordinary share(s) in the share capital of the Company with a par value of US\$0.000005 each
“Shareholder(s)”	holder(s) of Share(s)
“sq.m.”	square meter
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

By order of the Board
Ping An Healthcare and Technology Company Limited
Michael Guo
Chairman

Shanghai, the PRC
30 June 2026

As at the date of this announcement, the Board comprises Mr. Mingke He as an executive Director; Mr. Michael Guo, Ms. Xin Fu, Ms. Fangfang Cai and Mr. Ziyang Zhu as non-executive Directors; and Mr. Yunwei Tang, Mr. Tianyong Guo and Dr. Wing Kin Anthony Chow as independent non-executive Directors.

** for identification purposes only*