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LifeTech Scientific Corporation
先健科技公司
(Incorporated in the Cayman Islands with limited liability)
(Stock code: 1302)

(1) SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE; (2) PROPOSED CHANGE OF DIRECTORS, CHAIRMAN, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND COMPANY SECRETARY OF THE COMPANY; AND (3) CONNECTED TRANSACTION IN RELATION TO CONSULTANCY SERVICES AGREEMENT

Financial Adviser to the Subscriber

华泰国际
HUATAI INTERNATIONAL

SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE

On 6 November 2026 (after trading hours), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber has conditionally agreed to subscribe for, an aggregate of 926,342,480 Subscription Shares in two tranches, comprising 370,536,992 First Tranche Subscription Shares and 555,805,488 Second Tranche Subscription Shares. The Subscription Shares represent (i) approximately 20.00% of the total number of issued Shares as at the date of this announcement; and (ii) approximately 16.67% of the total number of issued Shares as enlarged by the allotment and issue of all the Subscription Shares, assuming there will be no other change in the issued share capital of the Company between the date of this announcement and the Second Tranche Completion.

The Subscription Price of HK$1.60 per Subscription Share represents (i) a discount of approximately 3.61% to the closing price of HK$1.66 per Share as quoted on the Stock Exchange on the date of the Subscription Agreement; and (ii) a premium of approximately 1.59% to the average of the closing prices per Share of HK$1.575 as quoted on the Stock Exchange for the last five consecutive trading days immediately preceding the date of the Subscription Agreement.

The Subscription Shares will be allotted and issued under the General Mandate. The allotment and issue of the Subscription Shares is not subject to separate Shareholders' approval.

The aggregate gross proceeds from the Subscription will be approximately HK$1.48 billion and the net proceeds will be approximately HK$1.47 billion (after deduction of the expenses of the Subscription). The Directors intend to apply (i) approximately 60% of the net proceeds for accelerating the Group's in-depth international strategic layout; and (ii) approximately 40% of the net proceeds for enriching and expanding the Group's existing product portfolio and pipeline.

Completion of the Subscription is subject to the fulfilment (or waiver, where applicable) of the conditions precedent in the Subscription Agreement. As the Subscription may or may not complete, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

PROPOSED CHANGE OF DIRECTORS, CHAIRMAN, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND COMPANY SECRETARY OF THE COMPANY

Conditional upon and subject to the First Tranche Subscription taking place, with effect from the First Tranche Completion Date, (i) Mr. XIE Yuehui proposes to resign as an executive Director, the Chairman, the chief executive officer of the Company and as a member of the Remuneration Committee and Nomination Committee; (ii) Mr. LI Zhenfu is proposed to be appointed as the Chairman and a non-executive Director; (iii) Mr. XIE Yang is proposed to be appointed as an executive Director and the Chief Executive Officer; (iv) Dr. ZHAO Jonathon Zhong is proposed to be appointed as a non-executive Director; and (v) Mr. YUAN Quanwei is proposed to be appointed as the chief financial officer, company secretary and authorized representative under Rule 3.05 of the Listing Rules of the Company.

CONNECTED TRANSACTION IN RELATION TO THE CONSULTANCY SERVICES AGREEMENT

On 6 November 2026, the Company entered into the Consultancy Services Agreement with Mr. XIE Yuehui, pursuant to which Mr. XIE Yuehui was appointed as a consultant of the Company to provide Consulting Services to the Company for a term of three years which is expected to commence from the date of Mr. Xie Yuehui's proposed resignation as an executive Director, the Chairman and chief executive officer of the Company.

Listing Rules Implications

As at the date of this announcement, Mr. XIE Yuehui is the Chairman, an executive Director and the chief executive officer of the Company and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Mr. XIE Yuehui is also a substantial shareholder of the Company. Therefore, the entering into of the Consultancy Services Agreement constitutes a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios calculated under Chapter 14A of the Listing Rules in respect of the Consultancy Services under the Consultancy Services Agreement exceeds 0.1% but all of them are less than 5%, the entering into of the Consultancy Services Agreement will constitute a connected transaction of the Company subject to the reporting, annual review and announcement requirements but is exempted from circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

SUBSCRIPTION OF NEW SHARES UNDER GENERAL MANDATE

On 6 November 2026 (after trading hours), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscriber has conditionally agreed to subscribe for, the Subscription Shares in two tranches at the Subscription Price, on the terms and subject to the conditions set out in the Subscription Agreement.

The Subscription Agreement

Set out below are the principal terms of the Subscription Agreement:

Date

6 November 2026

Parties

(i) the Company; and

(ii) the Subscriber.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, each of the Subscriber and its ultimate beneficial owner(s) is not a connected person of the Company as defined under the Listing Rules.

Number of Subscription Shares

Pursuant to the Subscription Agreement, the Company has conditionally agreed to allot and issue, and the Subscriber has conditionally agreed to subscribe for, (i) First Tranche Subscription Shares (i.e. 370,536,992 Shares) at the First Tranche Completion; and (ii) Second Tranche Subscription Shares (i.e. 555,805,488 Shares) at the Second Tranche Completion.

The First Tranche Subscription Shares represent approximately 8.00% of the total number of issued Shares as at the date of this announcement and approximately 7.41% of the total number of issued Shares as enlarged by the allotment and issue of the First Tranche Subscription Shares. The Second Tranche Subscription Shares represent approximately 12.00% of the total number of issued Shares as at the date of this announcement and approximately 10.00% of the total number of issued Shares as enlarged by the allotment and issue of all the Subscription Shares.

Assuming that there will be no other change in the issued share capital of the Company between the date of this announcement and the Second Tranche Completion (save for the First Tranche Completion), the aggregate of Subscription Shares (i.e. 926,342,480 Shares) represent (i) approximately 20.00% of the total number of issued Shares as at the date of this announcement; and (ii) approximately 16.67% of the total number of issued Shares as enlarged by the allotment and issue of all the Subscription Shares. The aggregate nominal value of the Subscription Shares will be approximately US$1,157.93.

Ranking of Subscription Shares

The Subscription Shares shall rank *pari passu* in all respects with the other Shares in issue or to be issued by the Company on or prior to the First Tranche Completion Date or the Second Tranche Completion Date (as the case may be), including the rights to all dividends and other distributions declared, made or paid on or after the date of this announcement.

Subscription Price

The Subscription Price of HK$1.60 per Subscription Share represents:

(i) a discount of approximately 3.61% to the closing price of HK$1.66 per Share as quoted on the Stock Exchange on the date of the Subscription Agreement; and

(ii) a premium of approximately 1.59% to the average of the closing prices per Share of HK$1.575 as quoted on the Stock Exchange for the last five consecutive trading days immediately preceding the date of the Subscription Agreement.

The Subscription Price for the First Tranche Subscription Shares and the Second Tranche Subscription Shares shall be payable by the Subscriber in Hong Kong dollars in full by electronic funds transfer to the Company on the First Tranche Completion Date and the Second Tranche Completion Date, respectively.

The Subscription Price was determined with reference to the prevailing market price and trading volume of the Shares and was negotiated on arm's length basis between the Company and the Subscriber. The Directors consider that the terms of the Subscription are on normal commercial terms and are fair and reasonable. Hence, the Directors consider that the Subscription (including the Subscription Price) is in the interests of the Company and the Shareholders as a whole.

Conditions of the Subscription

First Tranche Subscription:

The First Tranche Completion is conditional upon the fulfilment, satisfaction or waiver (as applicable) of the following conditions on or before the First Long Stop Date:

(a) the Listing Committee granting the Listing Approval and the Listing Approval not being subsequently revoked or withdrawn prior to the delivery of the First Tranche Subscription Shares;

(b) the Company holding or having obtained a General Mandate to issue the First Tranche Subscription Shares;

(c) each of the representations and warranties given by the Company in the Subscription Agreement being true, accurate and not misleading as of the First Tranche Completion Date;

(d) each of the undertakings given by the Company in the Subscription Agreement having been duly complied with or performed;

(e) each of the representations and warranties given by the Subscriber in the Subscription Agreement being true, accurate and not misleading as of the First Tranche Completion Date; and

(f) each of the undertakings given by the Subscriber in the Subscription Agreement having been duly complied with or performed.

The conditions set out in (a) and (b) above cannot be waived. The conditions set out in (c) and (d) above may only be waived by the Subscriber in writing. The conditions set out in (e) and (f) above may only be waived by the Company in writing.

Second Tranche Subscription:

The Second Tranche Completion is conditional upon the fulfilment, satisfaction or waiver (as applicable) of the following conditions on or before the Second Long Stop Date:

(a) the First Tranche Completion having occurred;

(b) the Company holding or having obtained a General Mandate to issue the Second Tranche Subscription Shares;

(c) the Listing Approval remaining in effect and not being revoked or withdrawn prior to the delivery of the Second Tranche Subscription Shares;

(d) Zylox having completed the overseas direct investment filing and obtained all necessary approvals and/or registrations from the National Development and Reform Commission of the PRC, the Ministry of Commerce of the PRC, the State Administration of Foreign Exchange of the PRC (and/or its authorized bank), and/or their respective local counterparts, as applicable with respect to the Subscription and the transactions contemplated under the subscription agreement entered into between the Subscriber and Zylox;

(e) the merger control filing with SAMR with respect to the Second Tranche Subscription having been submitted, and (i) the SAMR having issued a decision unconditionally not to conduct an in-depth review of or not to prohibit the Second Tranche Subscription or (ii) the statutory review period (or any extensions thereof) having expired without a decision from SAMR;

(f) completion of the subscription by Zylox of 60% of the enlarged share capital of the Subscriber pursuant to the subscription agreement to be entered into between the Subscriber and Zylox in relation to the subscription by Zylox of 60% of the enlarged share capital of the Subscriber on or around the date of the Subscription Agreement;

(g) the condition to the First Tranche Subscription that each of the representations and warranties given by the Company in the Subscription Agreement being true, accurate and not misleading continues to remain satisfied by reference to the facts and circumstances existing as of the First Tranche Completion Date;

(h) each of the undertakings given by the Company in the Subscription Agreement having been duly complied with or performed;

(i) the condition to the First Tranche Subscription that each of the representations and warranties given by the Subscriber in the Subscription Agreement being true, accurate and not misleading continues to remain satisfied by reference to the facts and circumstances existing as of the Second Tranche Completion Date; and

(j) each of the undertakings given by the Subscriber in the Subscription Agreement having been duly complied with or performed.

The conditions set out in (a) to (c) above cannot be waived. The conditions set out in (d) to (h) above may only be waived by the Subscriber in writing. The conditions set out in (i) to (j) may only be waived by the Company in writing.

The Company and the Subscriber shall use their respective reasonable endeavours to procure the fulfilment of the relevant conditions as soon as practicable.

Other terms

Following the Second Tranche Completion, where the Subscriber remains a Shareholder, the Subscriber may, from time to time, nominate candidate(s) of the requisite character, integrity, experience and (where required with respect to any proposed nomination of any candidate(s) as any independent non-executive Director) independence to be put forward to the Company for appointment as Director(s). Upon receipt of any written nomination(s) from the Subscriber identifying any such candidate(s), the Company shall take all reasonable steps and actions to facilitate the consideration of such candidate(s) by the Nomination Committee and the Board for

appointment as Director(s) as soon as reasonably practicable, provided that the nomination and appointment procedures for consideration of any such candidate(s) shall comply with, and be subject to, the applicable laws and regulations, the Listing Rules and the Articles.

Subject to compliance with all applicable laws and regulations (including but not limited to the Listing Rules, the Takeovers Code and the SFO), at appropriate times and if market conditions permit, the Subscriber may consider acquiring further Shares on market to increase its equity stake in the Company.

Completion of the Subscription

The First Tranche Completion shall take place on the tenth (10th) Business Day after all the conditions to the First Tranche Subscription have been fulfilled, satisfied or waived (as applicable) (other than any condition to the First Tranche Subscription which by its nature is to be satisfied at First Tranche Completion), and the Second Tranche Completion shall take place on the tenth (10th) Business Day after all the conditions to the Second Tranche Subscription have been fulfilled, satisfied or waived (as applicable) (other than any condition to the Second Tranche Subscription which by its nature is to be satisfied at Second Tranche Completion) (or, in each case, such other date as the Company and the Subscriber may agree in writing).

Termination

The Subscription Agreement may be terminated at any time prior to the Second Tranche Completion Date:

(i) by mutual written agreement of the parties;

(ii) by either party in writing to the other party if there has been a material breach of any representation, warranty, undertaking or agreement of the other party contained in the Subscription Agreement and such breach is either not capable of being remedied or remains as a breach after twenty (20) Business Days after receiving the notice of breach from the other party; or

(iii) by either party in writing to the other party if any of the conditions to the First Tranche Subscription or Second Tranche Subscription (as the case may be) has not been fulfilled (or, where applicable, waived) on or before the First Long Stop Date or Second Long Stop Date (as the case may be), or the First Tranche Completion or Second Tranche Completion does not take place as set out in the Subscription Agreement, provided that no party may exercise such right if its own breach of, or failure to perform, the Subscription Agreement was the principal cause of the relevant condition to the First Tranche Subscription or Second Tranche Subscription (as the case may be) not being fulfilled.

Application for listing

The Company will make an application to the Stock Exchange for the grant of the listing of, and permission to deal in, the Subscription Shares.

General Mandate

The Subscription Shares will be allotted and issued under the General Mandate granted to the Directors by resolution of the Shareholders passed at the AGM, subject to the limit of up to 20% of the total number of issued Shares as at the date of the AGM. Under the General Mandate, the Company is authorised to issue up to 926,342,480 new Shares, none of which have been issued as at the date of this announcement. The Subscription Shares will utilise the General Mandate in full. Accordingly, the allotment and issue of the Subscription Shares is not subject to separate Shareholders' approval.

EFFECT ON SHAREHOLDING STRUCTURE OF THE COMPANY

For illustrative purposes only, assuming that there is no other change in the shareholding structure of the Company (other than pursuant to the Subscription) from the date of this announcement up to the Second Tranche Completion, the shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately upon the First Tranche Completion and the Second Tranche Completion are set out below:

	As at the date of this announcement		**Immediately upon the First Tranche Completion**		**Immediately upon the Second Tranche Completion**	
Name of Shareholder	*No. of Shares*	*Approx. %*	*No. of Shares*	*Approx. %*	*No. of Shares*	*Approx. %*
Xianjian Advanced Technology limited *(Note 1)*	464,194,928	10.02	464,194,928	9.28	464,194,928	8.35
Futu Trustee Limited ("**Futu Trustee**") *(Note 2)*	406,833,170	8.78	406,833,170	8.13	406,833,170	7.32
The Subscriber	—	—	370,536,992	7.41	926,342,480	16.67
Other Shareholders	3,760,684,302	81.20	3,760,684,302	75.18	3,760,684,302	67.66
Total	**4,631,712,400**	**100%**	**5,002,249,392**	**100%**	**5,558,054,880**	**100%**

Notes:

1. The entire issued share capital of Xianjian Advanced Technology Limited is wholly owned by Mr. XIE.

2. Futu Trustee is the trustee of the 2022 Share Award Scheme. As of the date of this announcement, Futu Trustee holds (i) 386,458,337 Shares as a trustee of the 2022 Share Award Scheme trust; and (ii) 20,374,833 Shares as the custodian of the vested Shares of the employees of the 2022 Share Award Scheme trust.

EQUITY FUND RAISING ACTIVITY OF THE COMPANY IN THE PAST 12 MONTHS

The Company has not conducted any equity fund raising activities in the 12-month period immediately preceding the date of this announcement.

INFORMATION OF THE PARTIES

The Company is an investment holding company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 1302). The Group is principally engaged in the development, manufacture and sale of advanced minimally invasive interventional medical devices for cardiovascular and peripheral vascular diseases and disorders.

The Subscriber is a company incorporated in the Cayman Islands with limited liability. The Subscriber is principally engaged in investment holding. The Subscriber is wholly-owned by GL Lighthouse One Investment Limited as at the date of this announcement. GL Lighthouse One Investment Limited is held by GL China Opportunities Fund V L.P. as to approximately 80.1%. The general partner of GL China Opportunities Fund V L.P. is GL Capital Management GP V L.P., whose general partner is GL Capital Management GP V Limited. GL Capital Management GP V Limited is held as to 51% by GL Partners Capital Management Limited and 49% by Lion River I N.V., which is in turn is wholly owned by Assicurazioni Generali SpA. GL Partners Capital Management Limited is controlled by GL China Opportunities Carry GP Ltd as to 70%. GL China Opportunities Carry GP Ltd is wholly owned by Mr. LI.

The Subscriber engaged Huatai Financial Holdings (Hong Kong) Limited as its financial adviser in respect of the Subscription.

It is contemplated that Zylox (by itself or through its wholly-owned subsidiary) will subscribe for 60% of the enlarged issued shares of the Subscriber upon the Second Tranche Completion, subject to the satisfaction and (if applicable) waiver of the conditions precedent to the completion of the foregoing subscription by Zylox.

Zylox is a joint stock company established in the PRC with limited liability, the H shares of which are listed on the Main Board of the Stock Exchange (stock code: 2190). It is principally engaged in the research and development, manufacturing, and sales of neuro and peripheral vascular interventional products.

REASONS FOR THE SUBSCRIPTION AND USE OF PROCEEDS

The Directors consider that the issue of the Subscription Shares represents an opportunity to raise additional funds for the Group's general working capital needs. The Directors believe that the Company, by entering into the Subscription Agreement, will enhance its financial position and broaden the shareholder and capital bases of the Company. The Board is of the view that the terms of the Subscription Agreement and the transactions contemplated thereunder are on normal commercial terms agreed upon after arm's length negotiations between the parties, are fair and reasonable and that entering into the Subscription Agreement is in the interests of the Company and the Shareholders as a whole.

Use of Net Proceeds from Subscription

The aggregate gross proceeds from the Subscription will be approximately HK$1.48 billion and the net proceeds will be approximately HK$1.47 billion (after deduction of the expenses of the Subscription), representing a net issue price of approximately HK$1.59 per Subscription Share. The Directors intend to (a) approximately 60% of the net proceeds from the Subscription to accelerate the Group's in-depth international strategic layout; and (b) approximately 40% of the net proceeds from the Subscription to enrich and expand the Group's existing product portfolio and pipeline.

PROPOSED CHANGE OF DIRECTORS, CHAIRMAN, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND COMPANY SECRETARY

Proposed resignation of executive Director, Chairman and chief executive officer of the Company

The Board announces that Mr. XIE proposed to resign as an executive Director, the Chairman and the Chief Executive Officer and as a member of the Remuneration Committee and the Nomination Committee, which is expected to be effective from the First Tranche Completion Date ("**Mr. Xie's Resignation**").

The Company will update its Shareholders and potential investors regarding the effective date of Mr. Xie's Resignation as and when appropriate.

Proposed appointment of Directors, Chairman, chief executive officer, chief financial officer and company secretary of the Company

The Board announces that conditional upon and subject to the First Tranche Subscription taking place, on 6 November 2026, the Board resolved to appoint, the following individuals as Directors, Chairman, chief executive officer, chief financial officer and the company secretary of the Company, which is expected to be effective from the First Tranche Completion Date:

(i) Mr. LI Zhenfu ("**Mr. LI**") as a non-executive Director and Chairman;

(ii) Mr. XIE Yang as an executive Director and the chief executive officer of the Company;

(iii) Dr. ZHAO Jonathon Zhong ("**Dr. ZHAO**") as a non-executive Director; and

(iv) Mr. YUAN Quanwei ("**Mr. YUAN**") as the chief financial officer, company secretary and authorized representative under Rule 3.05 of the Listing Rules of the Company.

The Company will update its Shareholders and potential investors regarding the effective date of the abovementioned appointments as and when appropriate.

The biographical details of each of Mr. LI, Mr. XIE Yang, Dr. ZHAO and Mr. YUAN, are as follows:

Mr. LI Zhenfu (Jeffrey) (李振福), aged 63, is the founder of GL Capital Group (德福資本), and has served as its chief executive officer since February 2010.

From 2004 to 2010, Mr. LI served as the country president of Novartis China. Prior to that, he worked for the Pritzker family in the U.S. for 11 years, holding a number of positions in investment, advisory and general management. During the last five years of his time with the Pritzker family, he served as the president of the commercial division of the Pritzker family's U.S. operating business. Mr. LI is a member of the China Entrepreneur Club, the Committee of 100 and the China Advisory Board of The Nature Conservancy.

Mr. Li obtained his bachelor's degree in materials science from Beihang University (北京航空航天大學) in the PRC in July 1986, and his master's degree in metallurgical engineering from the Illinois Institute of Technology in the U.S. in December 1988.

Mr. XIE Yang (謝陽), aged 56, is a director and a senior vice president of Zylox. Mr. XIE Yang joined the Zylox Group in July 2016 and was first appointed as a director of Zylox in March 2018. He is primarily responsible for the overall sales and marketing, and business strategies of the Zylox Group.

Prior to joining the Zylox Group, Mr. XIE Yang served as the director of sales and marketing of Johnson & Johnson Medical (China) Ltd. (強生(中國)醫療器材有限公司) from July 1995 to October 2010. He then served as a vice president of Panshi Information Technology Co., Ltd. (磐石信息技術有限公司) from January 2011 to September 2012. From October 2012 to September 2014, Mr. Xie served as the general manager of Shanghai Puwei Medical Instrument Factory Co., Ltd. (上海浦衛醫療器械廠有限公司), after which he joined and served as an investment partner of Milestone Capital from October 2014 to June 2016, specializing in investments in the medical device and related industries.

Mr. XIE Yang received a bachelor's degree in biomedical electronics and a master's degree in radio electronics from Fudan University in the PRC in July 1992 and July 1995, respectively. He also completed the Executive M.B.A. program in Washington University in St. Louis in the United States in December 2003.

Dr. ZHAO Jonathon Zhong (趙中), aged 60, is the chairman of the board, an executive director and the chief executive officer of Zylox. Dr. ZHAO founded Zylox in November 2012. Dr. ZHAO was appointed as the chairman of the board and a director of Zylox in November 2012 and re-designated as an executive director in March 2021. He is primarily responsible for the overall management and business strategies of the Zylox Group.

Dr. ZHAO has 29 years of experience in the pharmaceutical and medical device industries. Prior to founding the Zylox Group, Dr. ZHAO served as an associate director and scientist of Guilford Pharmaceuticals Inc. (now part of Eisai Co., Ltd., a company listed on the Tokyo Stock Exchange (stock code: 4523)) from July 1996 to June 2002. He then joined Cordis Corporation, a Johnson & Johnson Company (now a Cardinal Health company) and served as a principal scientist and a research fellow from July 2002 to August 2011, focusing on drug device combination product developments.

Since founding the Zylox Group in November 2012, Dr. ZHAO has brought in professional expertise to every aspect of its business and oversaw the research and development of its comprehensive product portfolio. He has also led the management of commercialization of Zylox's products and contributed to the training of personnel of the Zylox Group.

Dr. ZHAO received a bachelor's degree in polymer chemistry and synthesis from Sichuan University in the PRC in June 1988 and a Ph.D. degree in biomedical engineering from Johns Hopkins University, School of Medidine in the United States in May 1997.

Mr. YUAN Quanwei (袁泉衛), aged 48, has been serving as the chief financial officer of Zylox since joining the Zylox Group in January 2021 and has been primarily responsible for overseeing the financial management and corporate development of the Zylox Group.

Mr. YUAN has more than 16 years of corporate finance and financial market related experience. Prior to joining Zylox, he served as an executive director and the chief financial officer for Souche Holding from March 2018. From November 2016 to March 2018, Mr. YUAN joined Simcere Pharmaceutical Group as the vice president, overseeing capital market and business development. Before that, Mr. YUAN worked for investment banking division for various multi-national investment banks, namely Credit Suisse Group AG, Deutsche Bank AG and Bank of America & BofA Securities (formerly Bank of America Merrill Lynch) from July 2009 to October 2016. His last function with Bank of America & BofA Securities was a director in investment banking division.

Mr. YUAN received a bachelor's degree in civil engineering from Tongji University in the PRC in July 2001, a master's degree in civil engineering from the University of Cincinnati in the United States in March 2005 and a M.B.A. degree from the University of Chicago in the United States in June 2009.

Mr. YUAN meets and possesses the qualification requirements for company secretary under Rules 3.28 and 8.17 of the Listing Rules.

Upon the effective date of the abovementioned appointments, each of Mr. LI, Mr. XIE Yang and Dr. ZHAO will enter into an appointment letter with the Company for their respective roles as an executive Director and non-executive Director for a term of three years commencing, subject to early termination as provided thereunder. Each of Mr. LI, Mr. XIE Yang and Dr. ZHAO's tenure as an executive Director or non-executive Director is subject to retirement by rotation and re-election in accordance with the Listing Rules and the Articles. Each of Mr. LI, Mr. XIE and Dr. ZHAO is not entitled to any emoluments for his role as a Director. The emoluments of Mr. XIE Yang as the chief executive officer and Mr. YUAN as the chief financial officer has not yet been determined as at the date of this announcement.

Save as disclosed above, as at the date of this announcement, each of Mr. LI, Mr. XIE Yang and Dr. ZHAO (i) has not held any directorship in any other public companies the securities of which are listed on any securities market in Hong Kong or overseas in the last three years; (ii) does not hold any other position with the Company or other members of the Group; (iii) does not have any relationship with any Directors, senior management, substantial shareholders or controlling shareholders of the Company; and (iv) does not have any interest in the Shares within the meaning of Part XV of the SFO.

Save as disclosed above, there is no other information relating to the abovementioned proposed appointments that is required to be disclosed pursuant to any of the requirements of Rule 13.51(2)(h) to (v) of the Listing Rules, and there are no other matters that need to be brought to the attention of the Shareholders.

Completion of the Subscription is subject to the fulfilment (or waiver, where applicable) of the conditions precedent set out in the Subscription Agreement. As the Subscription may or may not complete, Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

CONNECTED TRANSACTION IN RELATION TO THE CONSULTANCY SERVICES AGREEMENT

On 6 November 2026, the Company entered into the Consultancy Services Agreement with Mr. XIE, pursuant to which Mr. XIE was appointed as a consultant of the Company to provide the Consultancy Services for a term of three years which is expected to commence from the date of Mr. Xie's Resignation taking effect. The appointment under the Consultancy Services Agreement is subject to (i) compliance by the Company with the applicable requirements under the Listing Rules in connection with the appointment; and (ii) Mr. Xie's Resignation taking effect, in each case by no later than 31 December 2026 (or such other date as the Company and Mr. XIE may agree in writing), failing which the Consultancy Services Agreement shall cease and terminate with immediate effect.

The principal terms of the Consultancy Services Agreement are as follows:

Date:	6 November 2026
Parties:	(1) the Company; and (2) Mr. XIE.
Term:	Commencing from the date of Mr. Xie's Resignation taking effect for a term of three years
Fee:	RMB36,450,000, payable on a monthly basis at RMB1,012,500 per month for the duration of the term
Subject matter:	The provision of Consultancy Services by Mr. XIE to the Company

Reasons for and benefits of the Consultancy Services Agreement

Mr. XIE has made tremendous contributions to the Group's growth and development during his tenure of over 25 years. Under his leadership as the Chairman and chief executive officer of the Company, the Group achieved a number of key milestones. Drawing on approximately 35 years of experience in business management in the PRC, Mr. XIE has been primarily responsible for the Group's overall strategic planning and business management, and has been a driving force behind the Group's long-term strategic development. In view of Mr. Xie's Resignation, the Company believes that it will benefit from the continued guidance and advice which Mr. XIE will be able to offer to the Group in his capacity as a consultant by riding on his wealth of experience in the industry and knowledge of the Group.

The consultancy fee payable by the Company to Mr. XIE was determined after arm's length negotiations between the parties and with reference to Mr. XIE's wealth of experience and seniority in the industry and the expected duties and responsibilities as a consultant of the Company which are expected to be beneficial to the stable growth and development of the Group.

The Directors (including the independent non-executive Directors) consider that the terms of the Consultancy Services Agreement and the transactions contemplated thereunder are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

Listing Rules implications

As at the date of this announcement, Mr. XIE is the Chairman, an executive Director and the chief executive officer of the Company and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. Mr. XIE is also a substantial shareholder of the Company. Therefore, the entering into of the Consultancy Services Agreement will constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

As one or more of the applicable percentage ratios calculated under Chapter 14A of the Listing Rules in respect of the Consultancy Services under the Consultancy Services Agreement exceeds 0.1% but all of them are less than 5%, the entering into of the Consultancy Services Agreement will constitute a connected transaction of the Company subject to the reporting, annual review and announcement requirements but is exempted from circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Mr. XIE had abstained from voting on the Board resolutions concerning the Consultancy Services Agreement. Save and except for the aforesaid, no other Director has any material interest in the transactions under the Consultancy Services Agreement and is required to abstain from voting on the Board resolutions to approve the same.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings when used herein:

"2022 Share Award Scheme"	the share award scheme adopted by the Company on 3 March 2022 (as amended and restated on 23 May 2025 and 13 February 2026) involving existing Shares
"AGM"	the annual general meeting of the Company held on 28 May 2026
"Articles"	the articles of association of the Company as amended, supplemented or otherwise modified from time to time
"Board"	the board of Directors
"Business Day(s)"	a day other than a Saturday or Sunday or public holiday in Hong Kong or Mainland China
"Chairman"	the chairman of the Board

"Company"	LifeTech Scientific Corporation, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the Main Board of the Stock Exchange (stock code: 1302)
"Consultancy Services"	the advisory and consulting services to be provided by Mr. XIE to the Company based on his skills and expertise from time to time as reasonably requested by the Company
"Consultancy Services Agreement"	the agreement entered into between the Company and Mr. XIE dated 6 November 2026 in respect of the Consultancy Services
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Director(s)"	the director(s) of the Company
"First Long Stop Date"	the date falling one (1) month after the date of the Subscription Agreement, or such other date as the Subscriber and the Company may mutually agree in writing
"First Tranche Completion Date"	the tenth (10th) Business Day after all the conditions to the First Tranche Subscription have been fulfilled, satisfied or waived (as applicable) (other than any condition to the First Tranche Completion which by its nature is to be satisfied at First Tranche Completion), or such other date as the Company and the Subscriber may agree in writing
"First Tranche Completion"	completion of the allotment and issue of the First Tranche Subscription Shares by the Company to the Subscriber in accordance with the Subscription Agreement
"First Tranche Subscription"	the subscription by the Subscriber for, and the allotment and issue by the Company of, the First Tranche Subscription Shares pursuant to and subject to the terms and conditions of the Subscription Agreement

"First Tranche Subscription Shares"	370,536,992 new Shares to be allotted and issued by the Company to the Subscriber at the First Tranche Completion under the General Mandate
"General Mandate"	the mandate granted to the Directors by the Shareholders at the AGM to allot, issue and deal with up to 20% of the then issued share capital of the Company as at the date of the AGM
"Group"	the Company and its subsidiaries
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Listing Approval"	the Listing Committee granting the listing of, and permission to deal in, the Subscription Shares
"Listing Committee"	the Listing Committee of the Stock Exchange
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Mr. XIE"	Mr. XIE Yuehui (謝粵輝), the Chairman, chief executive officer of the Company and an executive Director
"Nomination Committee"	the nomination committee of the Board
"PRC"	People's Republic of China, which, for the purposes of this announcement, excludes Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan
"Remuneration Committee"	the remuneration committee of the Board
"RMB"	Renminbi, the lawful currency of the PRC
"SAMR"	State Administration for Market Regulation of the PRC
"Second Long Stop Date"	the date falling twelve (12) months after the date of the Subscription Agreement, or such other date as the Subscriber and the Company may mutually agree in writing

"Second Tranche Completion Date"	the tenth (10th) Business Day after all the conditions to the Second Tranche Subscription have been fulfilled, satisfied or waived (as applicable) (other than any condition to the Second Tranche Completion which by its nature is to be satisfied at Second Tranche Completion), or such later date as the Company and the Subscriber may agree in writing
"Second Tranche Completion"	completion of the allotment and issue of the Second Tranche Subscription Shares by the Company to the Subscriber in accordance with the Subscription Agreement
"Second Tranche Subscription"	the subscription by the Subscriber for, and the allotment and issue by the Company of, the Second Tranche Subscription Shares pursuant to and subject to the terms and conditions of the Subscription Agreement
"Second Tranche Subscription Shares"	555,805,488 new Shares to be allotted and issued by the Company to the Subscriber at the Second Tranche Completion under the General Mandate
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
"Share(s)"	ordinary share(s) of US$0.00000125 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the issued Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Subscriber"	GL Lighthouse Two Investment Limited, a company incorporated in the Cayman Islands with limited liability and being the subscriber subscribing for the Subscription Shares under the Subscription Agreement
"Subscription"	the First Tranche Subscription and Second Tranche Subscription
"Subscription Agreement"	the subscription agreement dated 6 November 2026 entered into between the Company and the Subscriber in respect of the Subscription

"Subscription Price"	the subscription price of HK$1.60 per Subscription Share
"Subscription Share(s)"	the First Tranche Subscription Shares and the Second Tranche Subscription Shares, being an aggregate of 926,342,480 new Shares to be allotted and issued pursuant to the Subscription Agreement
"substantial shareholder"	has the meaning ascribed to it under the Listing Rules
"Takeovers Code"	The Codes on Takeovers and Mergers and Share Buybacks issued by the SFC, as amended, supplemented or otherwise modified from time to time
"U.S."	United States of America
"US$"	United States dollars, the lawful currency of the United States of America
"Zylox"	Zylox-Tonbridge Medical Technology Co., Ltd. (歸創通橋醫療科技股份有限公司), a joint stock limited liability company established in the PRC, the H shares of which are listed on the Main Board of the Stock Exchange (stock code: 2190)
"Zylox Group"	Zylox and its subsidiaries
"%"	per cent.

By order of the Board
LifeTech Scientific Corporation
Xie Yuehui
Executive Director, Chairman and Chief Executive Officer

Hong Kong, 6 November 2026

As at the date of this announcement, the Board comprises Mr. XIE Yuehui, Ms. WU Liping and Mr. FANG Yu being executive Directors; and Mr. JIANG Feng, Mr. ZHOU Luming and Ms. CHEN Dongxia being independent non-executive Directors.