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Zylox-Tonbridge Medical Technology Co., Ltd.
歸創通橋醫療科技股份有限公司
(A joint stock company incorporated in the People's Republic of China with limited liability)
(Stock Code: 2190)

DISCLOSEABLE TRANSACTION IN RELATION TO THE PROPOSED ACQUISITION OF EQUITY INTEREST IN THE TARGET COMPANY AND THE PROPOSED ISSUE OF NEW H SHARES UNDER THE GENERAL MANDATE

THE PROPOSED TRANSACTIONS

On November 6, 2026 (after trading hours), the Company, Lighthouse SPV and the Target Company entered into a series of Share Subscription Agreements, pursuant to which (i) Lighthouse SPV has conditionally agreed to subscribe for, and the Target Company has conditionally agreed to allot and issue, the LifeTech Shares, representing approximately 16.7% of the total issued shares of the Target Company as enlarged by the allotment and issue of the LifeTech Shares; and (ii) the Company has conditionally agreed to (by itself or via a designated entity) subscribe for, and Lighthouse SPV has conditionally agreed to allot and issue, the Lighthouse Shares, representing approximately 60.0% of the total issued shares of Lighthouse SPV as enlarged by the allotment and issue of the Lighthouse Shares. Upon completion of the Proposed Transactions, the Company will indirectly hold (i) approximately 16.7% of the voting rights in the Target Company, through its 60.0% equity interest in Lighthouse SPV, and (ii) an effective interest of approximately 10.0% in the Target Company.

The Board believes that the Proposed Transactions would facilitate the establishment of a leading Chinese vascular intervention platform and enhance the Group's business scale across four therapeutical segments in the vascular intervention market, namely neurovascular intervention, peripheral vascular intervention, aortic intervention, and structural heart disease intervention. This would further strengthen the Group's market penetration in both domestic and global markets. Subject to compliance with all applicable laws and regulations, if market conditions permit, the Company may consider increasing its equity stake in the Target Company in the future. The Company would comply with the Listing Rules and applicable laws, regulations and rules in respect of any such increase in its shareholding in the Target Company as and when appropriate.

As one or more of the applicable percentage ratios (as defined in the Listing Rules) in respect of each of the Proposed Transactions exceed 5% but all are less than 25%, the Proposed Transactions constitute discloseable transactions of the Company and are therefore subject to the reporting and announcement requirements but are exempt from the Shareholders' approval requirement under Chapter 14 of the Listing Rules.

THE PROPOSED ISSUE OF NEW H SHARES UNDER THE GENERAL MANDATE

On November 6, 2026 (after trading hours), the Company and GL Lighthouse Three have entered into the New H Share Subscription Agreement, pursuant to which GL Lighthouse Three has conditionally agreed to subscribe for, and the Company has conditionally agreed to allot and issue the New H Shares at the Issue Price of HK$22.0 per New H Share under the General Mandate. The Issue Price represents (i) a premium of approximately 13.5% to the closing price of HK$19.390 per New H Share as quoted on the Stock Exchange on November 6, 2026 (being the date of the New H Share Subscription Agreement); and (ii) a premium of approximately 15.4% to the average closing price of HK$19.068 per New H Share as quoted on the Stock Exchange for the last five trading days immediately before the date of the New H Share Subscription Agreement. The subscription of the New H Shares by GL Lighthouse Three at a premium to the current market price underscores its unwavering support for the Company's strategic vision. The Proposed New H Share Issuance reflects GL Capital Entities' deep confidence in the long-term value of the Proposed Transactions and the Group's future growth.

Assuming that there will be no change in the number of issued Shares between the date of this announcement and the date of the completion of the Proposed New H Share Issuance, the New H Shares represent approximately 12.1% of the total issued Shares (excluding Treasury Shares) as at the date of this announcement and approximately 10.8% of the total issued Shares (excluding Treasury Shares) as enlarged by the allotment and issue of the New H Shares.

It is expected that GL Capital Entities will collectively become substantial shareholders of the Company immediately after the completion of the Proposed New H Share Issuance. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, as at the date of this announcement, GL Capital Entities and their ultimate beneficial owners are Independent Third Parties.

The total gross proceeds from the Proposed New H Share Issuance are expected to be approximately HK$875.6 million, and the net proceeds (after deducting estimated expenses) from the Proposed New H Share Issuance are expected to be approximately HK$863.6 million in aggregate. The Net Proceeds from the Proposed New H Share Issuance will be used in the manner detailed in the section headed "Use of Proceeds" below.

The New H Shares will be issued under the General Mandate, pursuant to which the Directors are authorised to allot, issue and otherwise deal with up to 66,986,874 new Shares, representing 20% of the number of Shares (excluding Treasury Shares) in issue as at the date of the AGM. As at the date of this announcement, no Share has been issued pursuant to the General Mandate. Accordingly, the Shares available for allotment and issue under the General Mandate are sufficient for the allotment and issue of all the New H Shares. As such, no further Shareholders' approval is required for the allotment and issue of the New H Shares.

The Company will apply to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the New H Shares.

GENERAL

None of the Proposed Transactions contemplated under the Share Subscription Agreements and the Proposed New H Share Issuance contemplated under the New H Share Subscription Agreement is subject to Shareholders' approval.

Shareholders and potential investors of the Company should note that completion of the Proposed Transactions and the Proposed New H Share Issuance are subject to the satisfaction and/or, where applicable, waiver of the conditions precedent set forth in the relevant transaction agreements. Accordingly, the Proposed Transactions and the Proposed New H Share Issuance may or may not proceed. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

THE PROPOSED TRANSACTIONS

On November 6, 2026 (after trading hours), the Company, Lighthouse SPV and the Target Company entered into a series of Share Subscription Agreements. Further details of the Proposed Transactions as contemplated under the Share Subscription Agreements are set out below.

Date: November 6, 2026

Parties: ***Under the LifeTech Share Subscription Agreement***

- Lighthouse SPV (as subscriber); and
- the Target Company (as issuer)

Under the Lighthouse Share Subscription Agreement

- the Company (as subscriber); and
- Lighthouse SPV (as issuer)

To the best of the Directors' knowledge, information and belief after having made all reasonable enquiries, Lighthouse SPV and the Target Company and their respective ultimate beneficial owners are Independent Third Parties to the Company and its connected persons as at the date of this announcement.

Subject Matter: Upon completion of the Proposed Transactions contemplated under the Share Subscription Agreements, the Company will indirectly hold (i) approximately 16.7% of the voting rights in the Target Company, through its 60.0% equity interest in Lighthouse SPV, and (ii) an effective interest of approximately 10.0% in the Target Company.

The Proposed Transactions comprise two subscriptions:

(i) Lighthouse SPV has conditionally agreed to subscribe for, and the Target Company has conditionally agreed to allot and issue, the LifeTech Shares. Assuming that there will be no change in the number of issued shares of the Target Company between the date of this announcement and the date of the completion of the Proposed Transactions, the LifeTech Shares represent approximately 20.0% of the total issued shares of the Target Company as at the date of this announcement and approximately 16.7% of the total issued shares of the Target Company as enlarged by the allotment and issue of the LifeTech Shares.

The LifeTech Shares will be issued to Lighthouse SPV in two tranches, where the first tranche is 370,536,992 LifeTech Shares (the "**First Tranche Issuance**") and the second tranche is 555,805,488 LifeTech Shares (the "**Second Tranche Issuance**"). Completion of each of the First Tranche Issuance and the Second Tranche Issuance is subject to a distinct set of conditions precedent as detailed in the sub-section headed "-Completion" below; and

(ii) the Company has conditionally agreed (by itself or via a designated entity) to subscribe for, and Lighthouse SPV has conditionally agreed to allot and issue, the Lighthouse Shares. The Lighthouse Shares will represent 60.0% of the total issued shares of Lighthouse SPV as enlarged by the allotment and issue of the Lighthouse Shares.

Consideration and its Basis:

The total consideration payable by Lighthouse SPV for the proposed subscription of the 926,342,480 LifeTech Shares is approximately HK$1,482.1 million (the "**LifeTech Share Consideration**"). The LifeTech Share Consideration represents an issue price of HK$1.60 per LifeTech Share (the "**LifeTech Subscription Price**"), representing (i) a discount of approximately 3.6% to the closing price of HK$1.660 per issued share of the Target Company as quoted on the Stock Exchange on November 6, 2026 (being the date of the LifeTech Share Subscription Agreement); and (ii) a premium of approximately 1.6% to the average closing price of HK$1.575 per issued share of the Target Company as quoted on the Stock Exchange for the last five trading days immediately before the date of the LifeTech Share Subscription Agreement.

The consideration payable by the Company for the proposed subscription of the Lighthouse Shares is approximately HK$889.3 million (the "**Lighthouse Consideration**"). Such consideration reflects its 60.0% of the LifeTech Share Consideration given its subscription of 60.0% of the total issued shares of Lighthouse SPV pursuant to the terms of the Lighthouse Share Subscription Agreement.

The above considerations were determined after arm's-length negotiations among, where applicable, the Company, Lighthouse SPV and the Target Company with reference to, among other things, (i) the current market value of the Target Company; (ii) historical financial performance and operation efficiency of the Target Company; and (iii) future potential of business growth from new product portfolio, research and development pipeline and global expansion of the Target Company.

Payment Arrangement: ***Under the LifeTech Share Subscription Agreement***

The First Tranche Issuance Payment Date

On the First Tranche Issuance Completion Date, Lighthouse SPV shall pay, or shall procure the payment of, an amount equal to the LifeTech Subscription Price multiplied by the number of LifeTech Shares to be issued under the First Tranche Issuance in Hong Kong dollars by electronic funds transfer to the Target Company's designated bank account.

The Second Tranche Issuance Payment Date

On the Second Tranche Issuance Completion Date, Lighthouse SPV shall pay, or shall procure the payment of, an amount equal to the LifeTech Subscription Price multiplied by the number of LifeTech Shares to be issued under the Second Tranche Issuance in Hong Kong dollars by electronic funds transfer to the Target Company's designated bank account.

It is expected that the LifeTech Share Consideration payable by Lighthouse SPV under the LifeTech Share Subscription Agreement will be financed by its internal resources and external financing from financial institution(s) (the "**Lighthouse SPV's Facility**").

Under the Lighthouse Share Subscription Agreement

The Company or its designated entity shall pay or shall procure the payment of an amount equal to the Lighthouse Consideration by electronic funds transfer in immediately available funds to Lighthouse SPV's designated bank account, or such other bank account as Lighthouse SPV may notify the Company before the Lighthouse Share Issuance Completion Date, at the completion of the issuance of the Lighthouse Shares.

It is expected that the Lighthouse Consideration payable by the Company under the Lighthouse Share Subscription Agreement will be financed by the Group's internal resources.

Completion:

Under the LifeTech Share Subscription Agreement:

First Tranche Issuance

Completion of the First Tranche Issuance is subject to the satisfaction or waiver (if capable of being waived) of the conditions precedent as set out in the LifeTech Share Subscription Agreement before the First Tranche Long Stop Date, including (among others):

(a) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in the LifeTech Shares (the "**LifeTech Listing Approval**") and such listing and permission not being subsequently revoked or withdrawn prior to the delivery of the shares to be issued under the First Tranche Issuance;

(b) the Target Company holding or having obtained a general mandate to complete the First Tranche Issuance;

(c) each of the representations and warranties given by the Target Company being true, accurate and not misleading as of the date of the completion of the First Tranche Issuance;

(d) each of the undertakings given by the Target Company having been duly complied with or performed as of the date of the completion of the First Tranche Issuance;

(e) each of the representations and warranties given by Lighthouse SPV being true, accurate and not misleading as of the date of the completion of the First Tranche Issuance;

(f) each of the undertakings given by Lighthouse SPV having been duly complied with or performed in accordance with the terms and conditions of the LifeTech Share Subscription Agreement as of the completion of the First Tranche Issuance.

(collectively, the "**First Tranche Issuance Conditions**", each a "**First Tranche Issuance Condition**")

The First Tranche Issuance Conditions specified in (a) and (b) cannot be waived, those specified in (c) and (d) can only be waived by Lighthouse SPV in writing and those specified in (e) and (f) can only be waived by the Target Company in writing. As at the date of this announcement, none of the First Tranche Issuance Conditions has been satisfied or waived.

Second Tranche Issuance

Completion of the Second Tranche Issuance is subject to the satisfaction or waiver (if capable of being waived) of the conditions precedent as set out in the LifeTech Share Subscription Agreement before the Second Tranche Long Stop Date, including (among others):

(a) the completion of the First Tranche Issuance having occurred;

(b) the Target Company holding or having obtained a general mandate to complete the Second Tranche Issuance;

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

(d) the Company 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 transactions contemplated under the LifeTech Share Subscription Agreement;

(e) the merger control filing with the State Administration for Market Regulation of the PRC (the "**SAMR**") with respect to the Second Tranche Issuance 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 Issuance, or (ii) the statutory review period (or any extensions thereof) having expired without a decision from SAMR;

(f) completion of the subscription by the Company of Lighthouse Shares pursuant to the Lighthouse Share Subscription Agreement;

(g) the First Tranche Issuance Condition set out in (c) continuing to remain satisfied by reference to the facts and circumstances existing as of the First Tranche Issuance Completion Date;

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

(i) the First Tranche Issuance Condition set out in (e) continuing to remain satisfied by reference to the facts and circumstances existing as of the Second Tranche Issuance Completion Date; and

(j) each of the undertakings given by Lighthouse SPV having been duly complied with or performed.

(collectively, the "**Second Tranche Issuance Conditions**", each a "**Second Tranche Issuance Condition**")

The Second Tranche Issuance Conditions specified in (a) to (c) cannot be waived, those specified in (d) to (h) can only be waived by Lighthouse SPV in writing, and those specified in (i) and (j) can only be waived by the Target Company in writing. As at the date of this announcement, none of the Second Tranche Issuance Conditions has been satisfied or waived.

Under the Lighthouse Share Subscription Agreement

Completion of the Lighthouse Share Subscription Agreement is subject to the satisfaction or waiver (if capable of being waived) of the conditions precedent as set out under the Lighthouse Share Subscription Agreement on or before the Lighthouse Long Stop Date, including (among others):

(a) all the Second Tranche Issuance Conditions (other than conditions (f) to (j) specified in the Second Tranche Issuance Conditions, which shall have been satisfied or waived (if capable of being waived) as of the Second Tranche Issuance Completion Date) having been satisfied or waived (if capable of being waived) in accordance with their terms and the terms of the LifeTech Share Subscription Agreement;

(b) the Lighthouse SPV's Facility borrowed by Lighthouse SPV to fund part of the consideration for the completion of the First Tranche Issuance having been repaid in full and the security to secure the Lighthouse SPV's Facility having been irrevocably and unconditionally released;

(c) each of the representations and warranties given by Lighthouse SPV under the Lighthouse Share Subscription Agreement (in each case disregarding any qualification as to materiality) being true, accurate and not misleading as of the Lighthouse Share Issuance Completion Date in all material respects;

(d) each of the undertakings given by Lighthouse SPV under the Lighthouse Share Subscription Agreement having been duly complied with or performed as of the Lighthouse Share Issuance Completion Date in all material respects;

(e) each of the representations and warranties given by the Company under the Lighthouse Share Subscription Agreement (in each case disregarding any qualification as to materiality) being true, accurate and not misleading as of the Lighthouse Share Issuance Completion Date in all material respects; and

(f) each of the undertakings given by the Company under the Lighthouse Share Subscription Agreement having been duly complied with or performed as of the Lighthouse Share Issuance Completion Date in all material respects.

(collectively, the "**Lighthouse Share Subscription Conditions**", each a "**Lighthouse Share Subscription Condition**")

The Lighthouse Share Subscription Condition specified in (a) above cannot be waived, those specified in (b), (c) and (d) can only be waived by the Company in writing, and those specified in (e) and (f) can only be waived by Lighthouse SPV in writing. As at the date of this announcement, none of the Lighthouse Share Subscription Conditions has been satisfied or waived.

Completion of the Second Tranche Issuance is conditional upon completion of the issuance of the Lighthouse Shares and completion of the issuance of the Lighthouse Shares is conditional upon satisfaction or waiver (if capable of being waived) of the Second Tranche Issuance Conditions, and completion of the Second Tranche Issuance and completion of the issuance of the Lighthouse Shares are expected to take place concurrently.

Upon the completion of the Proposed Transactions, the Company will indirectly hold (i) approximately 16.7% of the voting rights in the Target Company, through its 60.0% equity interest in Lighthouse SPV, and (ii) an effective interest of approximately 10.0% in the Target Company.

Right to Re-assign LifeTech Shares:

Pursuant to the Lighthouse Share Subscription Agreement, if Lighthouse SPV fails to repay the Lighthouse SPV's Facility, the Company has the right (but not an obligation) to pay to Lighthouse SPV a cash amount equal to the outstanding amount of the Lighthouse SPV's Facility (the "**Pay-off Amount**") and require Lighthouse SPV to transfer from GL Lighthouse One Securities Account to Zylox Securities Account such number of LifeTech Shares as could have been subscribed for with the Pay-off Amount at the LifeTech Subscription Price (the "**Re-assigned LifeTech Shares**"). Following such transfer, the Company's percentage holding in Lighthouse SPV will increase accordingly.

Financial Information of Lighthouse SPV and the Target Company

As Lighthouse SPV was newly established on October 12, 2026 as the holding company of the LifeTech Shares and has no substantive activities, no historical information on Lighthouse SPV is presented in this announcement.

Based on the annual reports for the years ended December 31, 2024 and 2025 and the interim report for the six months ended June 30, 2026, the financial results of the Target Company for the years ended December 31, 2024 and 2025 and the six months ended June 30, 2026 are as follows:

	For the year ended December 31,		**For the six months ended June 30,**
	2024	**2025**	**2026**
	RMB in millions (Audited)	*RMB in millions (Audited)*	*RMB in millions (Unaudited)*
Revenue	1,303.7	1,369.8	600.8
Profit/(loss) before taxation	199.0	191.5	(11.8)
Profit/(loss) after taxation	168.5	112.4	(48.3)

Based on the interim report of the Target Company, as at June 30, 2026, the unaudited total assets and net assets of the Target Company were approximately RMB4,749.4 million and RMB3,268.6 million, respectively.

Lighthouse Shareholders' Agreement

On November 6, 2026 (after trading hours), the Company, GL Lighthouse One and Lighthouse SPV entered into the Lighthouse Shareholders' Agreement to govern matters concerning shareholders' rights and arrangements in Lighthouse SPV, including but not limited to (i) an exit mechanism under which each of the shareholders of Lighthouse SPV ("**Lighthouse SPV Shareholders**") will have the right (but not an obligation) to request a split of its assets (including the LifeTech Shares) and liabilities between the Lighthouse SPV Shareholders such that the initiating shareholder would directly hold its entitlement to the LifeTech Shares and its proportionate share of the other assets (after discharging liabilities) of the Lighthouse SPV; and (ii) a separation right under which, if the Lighthouse SPV Shareholders are unable to agree on the exit arrangements, each Lighthouse SPV Shareholder will have the right (but not an obligation) to, subject to the terms of the Lighthouse Shareholders' Agreement, require Lighthouse SPV to repurchase all of its equity interests in Lighthouse SPV in exchange for its respective entitlement to the LifeTech Shares and its proportionate share of the other assets and liabilities of Lighthouse SPV. The Lighthouse Shareholders' Agreement shall take effect upon the completion of the subscription of Lighthouse Shares.

THE PROPOSED ISSUE OF NEW H SHARES UNDER THE GENERAL MANDATE

On November 6, 2026 (after trading hours), the Company and GL Lighthouse Three entered into the New H Share Subscription Agreement, pursuant to which the Company conditionally agreed to allot and issue 39,800,000 New H Shares to GL Lighthouse Three at the issue price of HK$22.0 per New H Share (the "**Issue Price**") under the General Mandate. As at the date of this announcement, to the best of the Company's knowledge, GL Lighthouse Three and its ultimate beneficial owners are all Independent Third Parties to the Company and its connected persons.

As at the date of this announcement, the New H Shares represent (i) approximately 12.1% of the total number of Shares (excluding Treasury Shares) in issue as at the date of this announcement; and (ii) approximately 10.8% of the total number of Shares (excluding Treasury Shares) in issue as enlarged by the allotment and issue of the New H Shares under the General Mandate immediately after the completion of the Proposed New H Share Issuance (assuming there will be no other change in the total number of Shares in issue from the date of this announcement and up to the date of completion of the Proposed New H Share Issuance).

Issue Price

The Issue Price of HK$22.0 per New H Share represents (i) a premium of approximately 13.5% to the closing price of HK$19.390 per New H Share as quoted on the Stock Exchange on November 6, 2026 (being the date of the New H Share Subscription Agreement); and (ii) a premium of approximately 15.4% to the average closing price of HK$19.068 per New H Share as quoted on the Stock Exchange for the last five trading days immediately before the date of the New H Share Subscription Agreement.

The Issue Price was arrived at with reference to the market conditions and recent trading prices of the H Shares. The Directors consider that the Issue Price is fair and reasonable.

Use of Proceeds

The gross proceeds from the Proposed New H Share Issuance will be approximately HK$875.6 million and the net proceeds (the "**Net Proceeds**") from the Proposed New H Share Issuance will be approximately HK$863.6 million (after deduction of the expenses), representing a net issue price of approximately HK$21.7 per New H Share.

The Net Proceeds of approximately HK$863.6 million will be used for potential investments or acquisitions to drive the long-term business development of the Group. The Net Proceeds are expected to be fully utilised by the end of 2028. This expected timeline is based on the Directors' best estimate and is subject to change depending on the Group's future development and market and business conditions.

Completion

Completion of the Proposed New H Share Issuance is subject to the satisfaction or waiver (if capable of being waived) of certain conditions precedent as set out under the New H Share Subscription Agreement, including:

(a) completion of the Lighthouse Share Subscription Agreement having taken place;

(b) the Company holding or having obtained the General Mandate to issue the New H Shares;

(c) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the New H Shares (the "**New H Share Listing Approval**"), and the New H Share Listing Approval not subsequently being revoked or withdrawn prior to commencement of dealings in the New H Shares on the Stock Exchange;

(d) all requisite authorisations, approvals, permissions, agreements, consents and waivers required to be obtained by GL Lighthouse Three in respect of the entering into of the New H Share Subscription Agreement and the implementation of the transactions contemplated thereunder having been obtained and remaining in full force and effect; and

(e) the representations and warranties given by the Company and GL Lighthouse Three under the New H Share Subscription Agreement being true and accurate and not misleading when made and remaining true and accurate and not misleading on the completion date of the Proposed New H Share Issuance.

(collectively, the "**New H Share Issuance Conditions**", each a "**New H Share Issuance Condition**")

The New H Share Issuance Conditions specified in (a) to (c) cannot be waived, those specified in (d) may only be waived by GL Lighthouse Three in writing, and those specified in (e) may only be waived by the Company or GL Lighthouse Three in writing, provided that such party is not in breach of the representations and warranties that give rise to the failure of that New H Share Issuance Condition.

Subject to the satisfaction or (where applicable) waiver of the New H Share Issuance Conditions which by their nature are to be satisfied at completion, GL Lighthouse Three may serve a completion notice to the Company within ten (10) Business Days after the satisfaction or (where applicable) waiver of the last New H Share Issuance Condition. Completion of the Proposed New H Share Issuance shall take place on the fifth (5th) Business Day after the Company's receipt of the completion notice issued by GL Lighthouse Three or at such other time and/or on such other date as both the Company and GL Lighthouse Three may agree in writing.

It is expected that GL Capital Entities will collectively become substantial shareholders of the Company immediately after the completion of the Proposed New H Share Issuance.

Ranking and Application for Listing

The New H Shares under the General Mandate shall rank pari passu in all respects among themselves and with the Shares then in issue as at the date of the issue thereof. An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the New H Shares under the General Mandate on the Stock Exchange.

General Mandate to Issue the New H Shares

The New H Shares will be issued under the General Mandate granted to the Directors by a resolution of the Shareholders passed at the AGM, pursuant to which the Directors are authorised to allot, issue and otherwise deal with up to 66,986,874 new Shares, representing 20% of the number of Shares (excluding Treasury Shares) in issue as at the date of the AGM.

As at the date of this announcement, none of the Shares has been issued pursuant to the General Mandate. Accordingly, the Shares available for allotment and issue under the General Mandate are sufficient for the allotment and issue of all the New H Shares under the General Mandate. As such, no further Shareholders' approval is required for the allotment and issue of the New H Shares.

Equity Fund Raising Activities of the Company during the Past 12 Months

As at the date of this announcement, the Company has not carried out any equity fund raising activities in the past 12 months immediately before the date of this announcement.

Effect on the Shareholding Structure of the Company

The shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately upon the completion of the Proposed New H Share Issuance (assuming that there will be no other change from the date of this announcement to the date of the completion of the Proposed New H Share Issuance) is as follows:

	As at the date of this announcement		Immediately upon completion of the Proposed New H Share Issuance	
	Number of Shares	% of the issued shares (excluding Treasury Shares)	Number of Shares	% of the issued shares (excluding Treasury Shares)
Domestic Shares				
Dr. Jonathon Zhong Zhao	4,144,199	1.3%	4,144,199	1.1%
Other Concert Parties of Dr. Jonathon Zhong Zhao:				
— Zhuhai Tongqiao Investment Center (Limited Partnership)* (珠海通橋投資中心(有限合夥))	1,015,198	0.3%	1,015,198	0.3%
— Hangzhou Fujiang Investment Partnership (Limited Partnership)* (杭州涪江投資合夥企業 (有限合夥))	568,294	0.2%	568,294	0.2%
— Zhuhai Guichuang Investment Center (Limited Partnership)* (珠海歸創投資中心(有限合夥))	1,095,857	0.3%	1,095,857	0.3%
— Hangzhou Guiqiao Enterprise Management Partnership (Limited Partnership)* (杭州歸橋企業管理合夥企業(有限合夥))	957,709	0.3%	957,709	0.3%
Sub-total	**7,781,257**	**2.4%**	**7,781,257**	**2.1%**

	As at the date of this announcement		Immediately upon completion of the Proposed New H Share Issuance	
	Number of Shares	% of the issued shares (excluding Treasury Shares)	Number of Shares	% of the issued shares (excluding Treasury Shares)
H Shares				
Dr. Jonathon Zhong Zhao	38,899,796	11.8%	38,899,796	10.5%
Other Concert Parties of Dr. Jonathon Zhong Zhao:				
— Dr. Zheng Li	609,427	0.2%	609,427	0.2%
— Hangzhou Yuyihui Enterprise Management Partnership (Limited Partnership)* (杭州語意慧企業管理合夥企業(有限合夥))	4,983,293	1.5%	4,983,293	1.3%
— Zhuhai Tongqiao Investment Center (Limited Partnership)* (珠海通橋投資中心(有限合夥))	7,596,826	2.3%	7,596,826	2.1%
— Hangzhou Fujiang Investment Partnership (Limited Partnership)* (杭州涪江投資合夥企業 (有限合夥))	3,725,196	1.1%	3,725,196	1.0%
— Zhuhai Guichuang Investment Center (Limited Partnership)* (珠海歸創投資中心(有限合夥))	6,146,338	1.9%	6,146,338	1.7%
— Hangzhou Guiqiao Enterprise Management Partnership (Limited Partnership)* (杭州歸橋企業管理合夥企業(有限合夥))	5,845,169	1.8%	5,845,169	1.6%
Dr. Jonathon Zhong Zhao and his Concert Parties	**67,806,045**	**20.6%**	**67,806,045**	**18.3%**
GL Capital Entities:				
— GL Trade Investment IV L.P.	22,500,000	6.8%	22,500,000	6.1%
— GL Lighthouse Three	—	—	39,800,000	10.8%
Other Public Shareholders	231,757,068	70.3%	231,757,068	62.7%
Sub-total	**322,063,113**	**97.6%**	**361,863,113**	**97.9%**
Total number of issued Shares (excluding Treasury Shares)	**329,844,370**	**100.0%**	**369,644,370**	**100.0%**
Treasury Shares	14,287,631	—	14,287,631	—

Note: The percentages have been rounded to one decimal place, and any differences between the totals and the sums of the percentages listed in the table are due to rounding.

* *For identification purpose only*

REASONS FOR AND BENEFITS OF THE PROPOSED TRANSACTIONS AND THE PROPOSED NEW H SHARE ISSUANCE

The Board believes that completion of the Proposed Transactions and the Proposed New H Share Issuance will bring the following benefits to the Company:

1. Strategic Investment for Vascular Intervention Business Expansion

The Target Company has an advanced and comprehensive product portfolio spanning aortic intervention, structural heart disease intervention and left atrial appendage occlusion. These business areas represent sizeable markets and have experienced rapid growth in recent years. The Company is optimistic about their prospects and intends to broaden the Group's vascular intervention portfolio beyond neurovascular intervention and peripheral vascular intervention.

2. Outstanding Penetration in Both China and Global Markets

With more than 20 years of operating experience, the Target Company has established a leading market position across its business lines in China, supported by strong customer recognition, established product penetration and sound market reputation. Outside China, increasing implant volumes and revenue contributions demonstrate growing adoption of its products. The Company believes that the Target Company's overseas presence is aligned with the Group's global strategy and provides a foundation for future growth and the realisation of its international business potential.

3. Innovation Originating from China

The Company actively seeks opportunities to develop innovative products in both domestic and global medical device markets. The Target Company has extensive research and development experience and a proven track record of innovation. Several first-in-class products developed by the Target Company or its subsidiary, including G-Branch, Concave Supra and the IBS bioresorbable metal stent, have been developed and approved in China and international markets. These products will further strengthen the Company's strategy to address unmet clinical needs in both China and the global vascular intervention markets.

The Company believes that these technologies could further enhance the value of the Target Company and strengthen its brand recognition in the medical device industry.

4. Setting the Platform for Future Integration

The Proposed Transactions represent an initial step towards establishing a leading Chinese vascular intervention platform.

Accordingly, the Board (including the independent non-executive Directors) is of the view that the terms of the Share Subscription Agreements and the New H Share Subscription Agreement are fair and reasonable, on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

INFORMATION OF THE PARTIES INVOLVED IN THE PROPOSED TRANSACTIONS AND THE PROPOSED NEW H SHARE ISSUANCE

The Company

The Company is a joint stock limited liability company established in the PRC and is principally engaged in the research and development, manufacturing, and sales of neuro-and peripheral vascular interventional products. The H Shares of the Company are listed on the Stock Exchange (stock code: 2190).

Lighthouse SPV

Lighthouse SPV is a company incorporated in the Cayman Islands with limited liability, principally engaged in investment holding. It is wholly owned by GL Lighthouse One as at the date of this announcement. Upon completion of the Proposed Transactions, Lighthouse SPV will be held as to 60.0% by the Company and 40.0% by GL Lighthouse One.

GL Capital Entities

GL Lighthouse Three

GL Lighthouse Three is a company incorporated in the Cayman Islands with limited liability, principally engaged in investment holding. It is wholly-owned by GL Lighthouse One.

GL Lighthouse One is a company incorporated in the Cayman Islands with limited liability, principally engaged in investment holding. GL Lighthouse One 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 as to 49% by Lion River I N.V. Lion River I N.V. 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 Zhenfu.

GL Trade Investment IV L.P.

As at the date of this announcement, GL Trade Investment IV L.P., which is controlled by GL China Opportunities Carry GP Ltd and hence by Mr. Li Zhenfu, holds 22,500,000 H Shares, representing approximately 6.8% of the total issued Shares (excluding Treasury Shares).

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the GL Capital Entities and their ultimate beneficial owners are Independent Third Parties as at the date of this announcement.

The Target Company

The Target Company is a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Stock Exchange (stock code: 1302). The Target Company and its subsidiaries are principally engaged in the development, manufacture and sales of advanced minimally invasive interventional medical devices for cardiovascular and peripheral vascular diseases and disorders.

GENERAL

None of the Proposed Transactions contemplated under the Share Subscription Agreements and the Proposed New H Share Issuance contemplated under the New H Share Subscription Agreement is subject to Shareholders' approval.

Shareholders and potential investors of the Company should note that completion of the Proposed Transactions and the Proposed New H Share Issuance are subject to the satisfaction and/or, where applicable, waiver of the conditions precedent set forth in the relevant transaction agreements. Accordingly, the Proposed Transactions and the Proposed New H Share Issuance may or may not proceed. Shareholders and potential investors of the Company are reminded to exercise caution when dealing in the securities of the Company.

DEFINITIONS

"AGM"	the annual general meeting of the Company held on May 13, 2026
"Board"	the board of Directors of the Company
"Business Day(s)"	a day other than Saturday, Sunday and a public holiday in the PRC, Hong Kong or the Cayman Islands

"Company"	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 incorporated in the PRC, the H Shares of which are listed on the Stock Exchange (stock code: 2190)
"connected person(s)"	has the meaning ascribed thereto under the Listing Rules
"Director(s)"	director(s) of the Company
"Domestic Share(s)"	ordinary share(s) issued by the Company, with a nominal value of RMB1.00 each, which are subscribed for or credited as paid in RMB
"First Tranche Issuance Completion Date"	the tenth (10th) Business Day after all the First Tranche Issuance Conditions (other than any First Tranche Issuance Condition which by its nature is to be satisfied at the completion of the First Tranche Issuance) have been satisfied or waived (if capable of being waived) (or such other date as the Target Company and Lighthouse SPV may agree in writing)
"First Tranche Long Stop Date"	the date falling one (1) month after the date of the LifeTech Share Subscription Agreement, or such other date as Lighthouse SPV and the Target Company may mutually agree in writing
"General Mandate"	the general mandate granted by the Shareholders at the annual general meeting held by the Company on May 13, 2026
"GL Capital Entities"	collectively, GL Trade Investment IV L.P. and GL Lighthouse Three
"GL Lighthouse One"	GL Lighthouse One Investment Limited
"GL Lighthouse One Securities Account"	a securities account opened or to be opened in the name of the Lighthouse SPV and to be designated by the board of Lighthouse SPV for the holding or trading of LifeTech Shares for GL Lighthouse One
"GL Lighthouse Three"	GL Lighthouse Three Investment Limited
"Group"	the Company and its subsidiaries
"H Share(s)"	overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are listed on the Stock Exchange

"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Third Party(ies)"	entity(ies) or person(s) who is/are not a connected person of the Company within the meaning of the Listing Rules
"Issue Price"	HK$22.0 per New H Share, being the issue price at which the Company conditionally agreed to allot and issue the New H Shares to GL Lighthouse Three
"LifeTech Share Subscription Agreement"	the share subscription agreement dated November 6, 2026 entered into between Lighthouse SPV and the Target Company in respect of the proposed subscription of the LifeTech Shares by Lighthouse SPV
"LifeTech Shares"	926,342,480 shares of the Target Company to be issued by the Target Company to Lighthouse SPV pursuant to the LifeTech Share Subscription Agreement
"Lighthouse Share Issuance Completion Date"	the fifth (5th) Business Day after all the Lighthouse Share Subscription Conditions (save for the Lighthouse Share Subscription Conditions specified in (c) to (f) which shall be satisfied as of the Lighthouse Share Issuance Completion Date) have been satisfied or waived in accordance with the terms and conditions of the Lighthouse Share Subscription Agreement (if capable of being waived), or such other date as the Lighthouse SPV and the Company may agree in writing
"Lighthouse Long Stop Date"	the date that is twelve (12) months after the date of the Lighthouse Share Subscription Agreement, or such other date as Lighthouse SPV and the Company may agree in writing
"Lighthouse Share Subscription Agreement"	the share subscription agreement dated November 6, 2026 entered into between the Company and Lighthouse SPV in respect of the proposed subscription of the Lighthouse Shares by the Company (or its designated entity)
"Lighthouse Shareholders' Agreement"	the shareholders' agreement entered into among the Company, GL Lighthouse One and Lighthouse SPV dated November 6, 2026
"Lighthouse Shares"	such number of shares of Lighthouse SPV to be issued by Lighthouse SPV, representing 60.00% in the enlarged issued share capital of Lighthouse SPV, pursuant to the terms and conditions of the Lighthouse Share Subscription Agreement

"Lighthouse SPV"	GL Lighthouse Two Investment Limited, a company incorporated in the Cayman Islands with limited liability, which is wholly owned by GL Lighthouse One
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"New H Share Issuance Condition(s)"	the conditions precedent to completion of the Proposed New H Share Issuance as set out under the New H Share Subscription Agreement
"New H Share Subscription Agreement"	the share subscription agreement dated November 6, 2026 entered into between the Company and GL Lighthouse Three in respect of the Proposed New H Share Issuance
"New H Shares"	39,800,000 new H Shares to be issued by the Company to GL Lighthouse Three pursuant to the terms and conditions of the New H Share Subscription Agreement
"PRC"	the People's Republic of China, for the purpose of this announcement only, does not include Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan
"Proposed New H Share Issuance"	the proposed issue of New H Shares to GL Lighthouse Three pursuant to the terms and conditions of the New H Share Subscription Agreement
"Proposed Transactions"	collectively, (i) the proposed subscription of the LifeTech Shares by Lighthouse SPV pursuant to the terms and conditions of the LifeTech Share Subscription Agreement, and (ii) the proposed subscription of the Lighthouse Shares by the Company (or its designated entity) pursuant to the terms and conditions of the Lighthouse Share Subscription Agreement
"RMB"	Renminbi, the lawful currency of the PRC
"Second Tranche Issuance Completion Date"	the tenth (10th) Business Day after all the Second Tranche Issuance Conditions (other than any Second Tranche Issuance Condition which by its nature is to be satisfied at the completion of the Second Tranche Issuance) have been satisfied or waived (if capable of being waived) (or such other date as the Target Company and the Lighthouse SPV may agree in writing)
"Second Tranche Long Stop Date"	the date that is twelve (12) months after the date of the LifeTech Share Subscription Agreement, or such other date as Lighthouse SPV and the Target Company may agree in writing

"Share(s)"	the ordinary share(s) in the capital of the Company with a nominal value of RMB1.00 each
"Share Subscription Agreements"	collectively, the Lighthouse Share Subscription Agreement and the LifeTech Share Subscription Agreement
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Target Company"	LifeTech Scientific Corporation (先健科技公司), a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Stock Exchange (stock code: 1302)
"Treasury Shares"	has the meaning ascribed thereto under the Listing Rules
"Zylox Securities Account"	a securities account opened or to be opened in the name of the Lighthouse SPV and to be designated by the board of the Lighthouse SPV for the holding or trading of LifeTech Shares for the Company
"%"	per cent

For ease of reference, the names of PRC established companies and entities have been included in this announcement in both the Chinese and English languages, and in the event of any inconsistency, the Chinese versions shall prevail. Certain amounts and percentage figures included in this announcement have been subject to rounding adjustments.

By order of the Board
Zylox-Tonbridge Medical Technology Co., Ltd.
Dr. Jonathon Zhong Zhao
Chairman and Executive Director

Hong Kong, November 6, 2026

As of the date of this announcement, the Board comprises Dr. Jonathon Zhong Zhao, Mr. Yang Xie and Dr. Zheng Li as executive Directors, Dr. Steven Dasong Wang and Mr. Dongfang Li as non-executive Directors, and Dr. Jian Ji, Ms. Yun Qiu and Dr. Xiang Qian as independent non-executive Directors.

This announcement contains certain forward-looking statements. These forward-looking statements are based on information currently available to the Group or the current belief, expectations and assumptions of the Board. These forward-looking statements are subject to risks, uncertainties and other factors beyond the Company's control which may cause actual results or performance to differ materially from those expressed or implied in such forward-looking statements. In light of the risks and uncertainties, the inclusion of forward-looking statements in this announcement should not be regarded as representations by the Board or the Company that the plans and objectives will be achieved, and Shareholders and investors of the Company should not place undue reliance on such statements.