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Shanghai INT Medical Instruments Co., Ltd.*

上海瑛泰醫療器械股份有限公司

(A joint stock company incorporated in the People's Republic of China with limited liability)

(Stock Code: 1501)

**(1) GRANT OF RESTRICTED SHARES
UNDER THE SHARE INCENTIVE SCHEME; AND
(2) CLARIFICATION ANNOUNCEMENT**

This announcement is made pursuant to Rules 17.06A, 17.06B and 17.06C of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”).

Reference is made to the 2023 annual report (the “**2023 Annual Report**”) of Shanghai INT Medical Instruments Co., Ltd.* (上海瑛泰醫療器械股份有限公司) (the “**Company**”) dated 16 April 2024 and the supplemental announcement of the Company in relation to the 2023 Annual Report dated 4 December 2024 (the “**Supplemental Announcement**”). Unless otherwise defined, capitalized terms used in this announcement shall have the same meanings as those defined in the 2023 Annual Report and the Supplemental Announcement.

GRANT OF RESTRICTED SHARES UNDER THE SHARE INCENTIVE SCHEME

As disclosed the 2023 Annual Report and the Supplemental Announcement, the Company granted a total of 150,000 RS to Dr. Liang during the Reporting Period, details of which are set out below:

- (1) Date of grant: 29 December 2023
- (2) Name of the grantee: Dr. Liang Dongke (executive Director)
- (3) Number of awards granted: 150,000 RS

- (4) Purchase price of awards granted: RMB12.0
- (5) Market price of the Shares on the date of grant: HK\$28.6
- (6) Exercise period: 12 months after obtaining the CSRC approval
- (7) Lock-up period: 60 months from 13 May 2022
- (8) Performance targets:

Arrangement for fulfilment of performance commitment	Assessment year	Performance target	Proportion of Shares corresponding to that assessment period
First assessment period	2020	Based on the net profit in 2019, the growth rate of net profit in 2020 shall not be less than 20%	30%
Second assessment period	2021	Based on the net profit in 2019, the growth rate of net profit in 2021 shall not be less than 40%	30%
Third assessment period	2022	Based on the net profit in 2019, the growth rate of net profit in 2022 shall not be less than 60%	—
Fourth assessment period	2023	Based on the net profit in 2019, the growth rate of net profit in 2023 shall not be less than 60%	40%

(9) Clawback mechanism:

(i) *Change to Position of the Grantee*

- (a) If the position of the grantee changes, but the grantee still works in the Company or its subsidiaries, the shares/partnership interest that have been granted will still be carried out in accordance with the procedures stipulated in the Share Incentive Scheme, and the Company shall determine whether to continue to grant the ungranted part of the domestic shares due to issuance in installments.
- (b) The grantee who violate laws, violates professional ethics, discloses the Company's confidential information, neglects or derelict duties etc., thereby causing damage to the interest or reputation of the Company and leading to change of positions, or terminates labor relationship with the Company due to the aforesaid reasons, then the shares/partnership interest (if any) within the lock-up period shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price, and the domestic shares that are not yet granted due to issuance in installments shall be terminated and no longer to granted. In the meantime, the grantee shall return all benefits arising from exercising of interest and shall compensate the Company for any losses caused.

(ii) *Resignation of the Grantee*

- (a) If the contract of the grantee expires and is not renewed or the grantee resigns voluntarily, and if the lock-up period has expired, then the shares/partnership interest held by the grantee shall not be dealt with; if the lock-up period has not expired, whether or not the performance target has been fulfilled, the shares/partnership interested held by the grantee shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price, and the domestic shares that have not yet been granted due to issuance in installments shall be terminated and no longer be granted.
- (b) If the grantee passively resigns due to Company layoffs and other reasons and there is no performance assessment failure, negligence, violation of laws and disciplines etc., if the lock-up period has expired, the shares/partnership interest held by the grantee will not be dealt with; if the lock-up period has not expired, the shares/partnership interest held by the grantee shall be repurchased by the Company/general partner of the Share Incentive Platform

at the Repurchase Price plus the sum of bank deposit interest for the same period, and some domestic shares that have not been granted due to installment issuance shall be terminated and no longer be granted.

- (c) If the grantee resigns because of violating law, violating professional ethics, disclosing the Company's confidential information, negligence or dereliction of duty and other acts that damage the Company's interests or reputation, or the Company terminates the labor relationship with the grantee due to the aforementioned reasons, the shares/partnership interest still within the lock-up period shall be all repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price, and some domestic shares that have not been granted due to the issuance in installments shall be terminated and no longer be granted. At the same time, the grantee should also return all the benefits they have gained from exercising their rights and interests to the Company, and if they cause losses to the Company, they should also be liable for compensation to the Company.

(iii) Retirement of the Grantee

- (a) If the grantee is re-employed after retirement; the shares/partnership interests that have been granted shall be implemented fully in accordance with the procedures stipulated under this Scheme before retirement.
- (b) If the Company requests for continued employment but the grantee refuses or the grantee retires and resigns, then upon expiry of the lock-up period, the shares/partnership interest held by the grantee will not be dealt with; if the lock-up period has not expired, whether or not the performance target is fulfilled, the shares/partnership interest can be purchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price plus the sum of bank deposit interest for the same period, and some domestic shares that have not been granted due to issuance in installments shall be terminated and no longer be granted.

(iv) Incapacity to Work of the Grantee

- (a) If the grantee resigns due to work-related injury and incapacity to work, if the lockup period has expired, the shares/partnership interest held by the grantee will not be dealt with; if the lock-up period has not expired, the shares/partnership interest held by the grantee shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price plus the sum of bank deposit interest for the same period, and some domestic shares that have not been granted due to issuance in installments shall be terminated and no longer be granted.
- (b) If the grantee resigns due to non-work-related injury and incapacity to work, if the lock-up period has expired, the shares/partnership interest held by the grantee will not be dealt with; if the lock-up period has not expired, the shares/partnership interest held by the grantee shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price, and some domestic shares that have not been granted due to installment issuance shall be terminated and no longer be granted.

(v) Decease of the Grantee

- (a) If the grantee deceases due to performance of duties, if the lock-up period has expired, the shares/partnership interest held by the grantee will not be dealt with, the shares/partnership interest that have fulfilled the performance target will not be dealt with, and the shares/partnership interest that have not fulfilled the performance target shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price plus the sum of bank deposit interest for the same period, and the repurchase payment amount shall be received by his designated property heir or legal heir, and some domestic shares that have not been granted due to issuance in installments will be terminated and no longer be granted.
- (b) If the grantee deceases due to other reasons, if the lock-up period has expired, the shares/partnership interest held by the grantee will not be dealt with, the shares/partnership interest that have fulfilled the performance target will not be dealt with, and the shares/partnership interest that have not fulfilled the performance target shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price. The repurchase payment amount shall be received by his designated property heir or legal heir, and some domestic shares that have not been granted due to issuance in installment will be terminated and no longer be granted.

(vi) Change of Control of the Subsidiary that the Grantee Works

If the grantee works in the Company's holding subsidiary, and if the Company loses control over the subsidiary and the grantee still stays in such company, if the lock-up period has expired, the shares/partnership interest held by the grantee will not be dealt with; if the lock-up period has not expired, the shares/partnership interest that have met the performance target shall not be dealt with, and the shares/partnership interest that have not met the performance target shall be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price plus the sum of bank deposit interest for the same period, and some domestic shares that have not been granted due to issuance in installment shall be terminated and no longer be granted.

(vii) Change of Eligibility of the Grantee

If the grantee is no longer eligible for being a grantee due to one of the following circumstances, if the lock-up period has expired, their shares/partnership interest will not be dealt with; if the lock-up period has not expired, the shares/partnership interest that have fulfilled the performance target will not be dealt with, and the shares/partnership interest that have not fulfilled the performance target will be repurchased by the Company/general partner of the Share Incentive Platform at the Repurchase Price, and some of the domestic shares that have not yet been granted due to issuance in installment shall be terminated and no longer be granted:

- (a) receiving administrative punishment from the CSRC or public condemnations from the Stock Exchange due to violation of laws and regulations in the past three years;
- (b) serious violation of the management disciplines of the Company; and
- (c) other circumstances that the Remuneration Committee considers to be inappropriate to be qualified as grantee.

(10) Arrangement for provision of financial assistance to assist grantee: Not applicable

The number of shares available for future grant under the scheme mandate of the Share Incentive Scheme is nil immediately after completion of the grant.

CLARIFICATION TO THE SUPPLEMENTAL ANNOUNCEMENT

The Company would like to clarify that, (i) the sentence of “*Such grants were made beyond Dr. Liang’s Individual Limit and therefore are in breach of Rule 17.03C(3) of the Listing Rules, which provides that a listed issuer may seek separate approval by its shareholders in general meeting for granting options or awards beyond the scheme mandate limit*” on page 4 of the Supplemental Announcement should be amended as “*Such grants were made beyond Dr. Liang’s Individual Limit and therefore are in breach of Rule 17.11 of the Listing Rules, which provides that listed issuers must comply with the terms of their share schemes in addition to the requirements of Chapter 17 of the Listing Rules and a breach of any such terms or requirements will constitute a breach of the Listing Rules*”; and (ii) the sentence of “*To rectify the exceed of Dr. Liang’s Individual Limit which are in breach of Rule 17.03C(3) of the Listing Rules...*” should be amended as “*To rectify the exceed of Dr. Liang’s Individual Limit which are in breach of Rule 17.11 of the Listing Rules...*”.

Save as disclosed above, other information in the Supplemental Announcement and the 2023 Annual Report remain unchanged. This clarification announcement is supplemental to and should be read in conjunction with the Supplemental Announcement and the 2023 Annual Report.

By order of the Board
Shanghai INT Medical Instruments Co., Ltd.*
上海瑛泰醫療器械股份有限公司
Dr. Liang Dongke
Chairman

Shanghai, the PRC
13 December 2024

As at the date of this announcement, the Board comprises Dr. Liang Dongke and Mr. Lin Sen as executive Directors, Mr. Zhang Weixin, Ms. Chen Hongqin, Dr. Song Yuan and Mr. Wang Ruiqin as non-executive Directors, and Mr. Jian Xigao, Mr. Hui Hung Kwan and Mr. Xu Congli as independent non-executive Directors.

* For identification purposes only