
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in OrbusNeich Medical Group Holdings Limited, you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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OrbusNeich Medical Group Holdings Limited

業聚醫療集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6929)

- (1) PROPOSED RE-ELECTION OF RETIRING DIRECTORS,**
- (2) PROPOSED GRANT OF GENERAL MANDATES
TO ISSUE SHARES AND TO REPURCHASE SHARES,**
- (3) PROPOSED AMENDMENTS TO THE EXISTING ARTICLES
OF ASSOCIATION AND ADOPTION OF
NEW ARTICLES OF ASSOCIATION,**
- (4) PROPOSED AMENDMENTS TO THE
POST-IPO SHARE OPTION SCHEME,**
- (5) RE-APPOINTMENT OF AUDITOR,**
- (6) DECLARATION AND PAYMENT OF THE FINAL DIVIDEND
OUT OF THE SHARE PREMIUM ACCOUNT
AND**
- (7) NOTICE OF ANNUAL GENERAL MEETING**

The notice convening the Annual General Meeting to be held at Multi-function Room 2-3, 2/F, Building 17W, Science Park West Avenue, Hong Kong Science Park, Hong Kong on Thursday, June 6, 2024 at 11:00 a.m. is set out on pages 45 to 50 of this circular.

Whether or not you are able to attend the Annual General Meeting, please complete and sign the enclosed form of proxy for use at the Annual General Meeting in accordance with the instructions printed thereon and return it to the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Annual General Meeting or the adjourned meeting thereof. Accordingly, this form of proxy must be delivered to the Company's share registrar in Hong Kong no later than 11:00 a.m. on Tuesday, June 4, 2024 (Hong Kong time). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the Annual General Meeting if they so wish.

This circular together with the form of proxy are also published on the websites of the Stock Exchange (<https://www.hkexnews.hk>) and the Company (<https://orbusneich.com>).

April 19, 2024

CONTENTS

	<i>Page</i>
Definitions	1
Letter from the Board	
1. Introduction	5
2. Proposed Re-election of Retiring Directors	5
3. Proposed Grant of General Mandate to Issue Shares	5
4. Proposed Grant of General Mandate to Repurchase Shares	6
5. Proposed Amendments to Existing Articles of Association and Proposed Adoption of New Articles of Association	6
6. Proposed Amendments to the Post-IPO Share Option Scheme	7
7. Re-appointment of Auditor	11
8. Declaration and Payment of the Final Dividend out of the Share Premium Account	12
9. Annual General Meeting and Proxy Arrangement	13
10. Closure of the Register of Members	14
11. Recommendation	14
12. Responsibility Statement	14
13. Document on Display	15
Appendix I — Details of the Directors Proposed to be Re-elected	16
Appendix II — Explanatory Statement	20
Appendix III — Particulars of Proposed Amendments to the Existing Articles of Association	23
Appendix IV — Particulars of Proposed Amendments to the Post-IPO Share Option Scheme	35
Notice of Annual General Meeting	45

DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:

“Annual General Meeting”	the annual general meeting of the Company to be held at Multi-function Room 2–3, 2/F, Building 17W, Science Park West Avenue, Hong Kong Science Park, Hong Kong on Thursday, June 6, 2024 at 11:00 a.m., to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 45 to 50 of this circular, or any adjournment thereof
“Articles of Association”	the articles of association of the Company as amended from time to time
“Audit Committee”	the audit committee of the Board
“Board”	the board of Directors
“Company”	OrbusNeich Medical Group Holdings Limited (業聚醫療集團控股有限公司), an exempted company incorporated in the Cayman Islands on July 22, 2021, the Shares of which are listed on the Main Board of the Stock Exchange (Stock code: 6929)
“Companies Act”	the Companies Act, Cap. 22 of the Cayman Islands, as amended or supplemented or otherwise modified from time to time
“Director(s)”	the director(s) of the Company
“Existing Articles of Association”	the amended and restated articles of association of the Company currently in force
“Final Dividend”	the final dividend proposed to be paid out of the Share Premium Account of HK10 cents per Share for the year ended December 31, 2023
“General Mandates”	the Share Issue Mandate and the Share Repurchase Mandate
“Grantee(s)”	any Participant(s) who accepts an offer of the grant of an Option under the Post-IPO Share Option Scheme or (where the context so permits) any person who is entitled in accordance with applicable laws of succession to any such Option in consequence of the death of the original Grantee, or the legal personal representative of such person
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

DEFINITIONS

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	April 11, 2024, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular
“Listing Date”	December 23, 2022, being the date on which the Shares are first listed and dealings in the Shares are first permitted to take place on the Main Board of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended, supplemented or otherwise modified from time to time)
“New Articles of Association”	the second amended and restated articles of association of the Company proposed to be adopted at the Annual General Meeting
“Nomination Committee”	the Nomination Committee of the Board
“Option”	a right granted to subscribe for Shares pursuant to the Post-IPO Share Option Scheme
“Option Period”	a period within which an Option may be exercised, which is to be determined and notified by the Board to each Grantee at the time of making an offer for the grant of Options, and shall not expire later than ten years from the date of grant
“Participant(s)”	any director(s) (including executive directors, non-executive directors and independent non-executive directors) and employee(s) of any member of the Group
“Post-IPO Share Option Scheme”	the share option scheme adopted by the Company on December 5, 2022 as amended from time to time
“PRC”	the People’s Republic of China excluding, for the purposes of this circular and geographical reference only and except where the context requires otherwise, Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Prospectus”	the prospectus issued by the Company dated December 13, 2022
“Remuneration Committee”	the Remuneration Committee of the Board

DEFINITIONS

“SFO”	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong (as amended, supplemented or otherwise modified from time to time)
“Shareholder(s)”	holder(s) of issued Share(s)
“Share Issue Mandate”	a general and unconditional mandate proposed to be granted to the Directors at the Annual General Meeting to allot, issue or deal with additional Shares not exceeding 20% of the total number of issued Shares as of the date of passing of the relevant resolution granting such mandate
“Share Premium Account”	the share premium account of the Company, the amount standing to the credit of which was approximately US\$277.9 million as of December 31, 2023 based on the audited consolidated financial statements of the Group as of that date
“Share Repurchase Mandate”	a general and unconditional mandate proposed to be granted to the Directors at the Annual General Meeting to repurchase the Shares on the Stock Exchange of up to a maximum of 10% of the total number of issued Shares as of the date of passing of the relevant resolution granting such mandate
“Share(s)”	ordinary share(s) in the share capital of the Company with the nominal value of US\$0.0005 each
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Takeovers Code”	the Code on Takeovers and Mergers and Share Buybacks, as published by the Securities and Futures Commission (as amended, supplemented or otherwise modified from time to time)
“US\$”	United States dollar, the lawful currency of the United States of America
“%”	per cent



OrbusNeich Medical Group Holdings Limited

業聚醫療集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6929)

Executive Directors:

Mr. David CHIEN
Ms. Kwai Ching Denise LAU
Mr. Wing Shing CHEN

Non-executive Directors:

Mr. Ching Chung John CHOW
Mr. Ting San Peter Lionel LEUNG
Dr. Yi ZHOU

Independent Non-executive Directors:

Mr. Yip Keung CHAN
Mr. Ka Keung LAU *BBS, MH, JP*
Dr. Lai Fan Gloria TAM

Registered Office:

Cricket Square
Hutchins Drive
PO Box 2681
Grand Cayman
KY1-1111
Cayman Islands

*Corporate headquarters and Principal place
of business in Hong Kong:*

Units 303 & 305
3/F, Building 20E
Hong Kong Science Park
Shatin, N.T.
Hong Kong

April 19, 2024

To the Shareholders

Dear Sir/Madam,

- (1) PROPOSED RE-ELECTION OF RETIRING DIRECTORS,
(2) PROPOSED GRANT OF GENERAL MANDATES
TO ISSUE SHARES AND TO REPURCHASE SHARES,
(3) PROPOSED AMENDMENTS TO THE EXISTING ARTICLES
OF ASSOCIATION AND ADOPTION OF
NEW ARTICLES OF ASSOCIATION,
(4) PROPOSED AMENDMENTS TO THE
POST-IPO SHARE OPTION SCHEME,
(5) RE-APPOINTMENT OF AUDITOR,
(6) DECLARATION AND PAYMENT OF THE FINAL DIVIDEND
OUT OF THE SHARE PREMIUM ACCOUNT
AND
(7) NOTICE OF ANNUAL GENERAL MEETING**

LETTER FROM THE BOARD

1. INTRODUCTION

The purpose of this circular is to provide the Shareholders with information, among other things, on the resolutions to be proposed at the Annual General Meeting: (i) the re-election of the retiring Directors; (ii) the Share Issue Mandate; (iii) the Share Repurchase Mandate; (iv) the proposed amendments to the Existing Articles of Association and the adoption of the New Articles of Association; (v) the proposed amendments to the Post-IPO Share Option Scheme; (vi) the re-appointment of auditor; and (vii) the declaration and payment of the Final Dividend out of the Share Premium Account and to give you notice of the Annual General Meeting.

2. PROPOSED RE-ELECTION OF RETIRING DIRECTORS

In accordance with Article 84(1) of the Articles of Association, at each annual general meeting one-third of the Directors for the time being (or, if their number is not a multiple of three, the number nearest to but not less than one-third) shall retire from office by rotation provided that every Director shall be subject to retirement at an annual general meeting at least once every three years.

Accordingly, Mr. Ching Chung John CHOW, Mr. Yip Keung CHAN, Mr. Ka Keung LAU *BBS, MH, JP* and Dr. Lai Fan Gloria TAM shall retire from office by rotation as Directors at the Annual General Meeting and, being eligible, will offer themselves for re-election as Directors at the Annual General Meeting.

Details of the above retiring Directors who are subject to re-election at the Annual General Meeting are set out in Appendix I to this circular.

The Nomination Committee has reviewed the structure and composition of the Board, the confirmations and disclosures given by the retiring Directors, their qualifications, skills and experience, time commitment and contribution with reference to the nomination principles and criteria set out in the Company's Board Diversity Policy and Nomination Policy and the Company's corporate strategy. Accordingly, the Nomination Committee has recommended to the Board, and the Board has accepted such recommendation, on the re-election of all the retiring Directors.

3. PROPOSED GRANT OF GENERAL MANDATE TO ISSUE SHARES

Pursuant to the resolutions passed at a duly convened general meeting of the then Shareholders on May 23, 2023, the general and unconditional mandate granted to the Directors to allot, issue and deal with Shares will lapse at the conclusion of the Annual General Meeting.

An ordinary resolution will be proposed at the Annual General Meeting to grant to the Directors the Share Issue Mandate to allot, issue or deal with additional Shares not exceeding 20% of the total number of issued Shares as of the date of passing of the relevant resolution granting the Share Issue Mandate (i.e. a maximum of 165,593,667 Shares on the basis that the issued share capital of the Company remains unchanged on the date of the Annual General Meeting). The Share Issue Mandate shall continue to be in force during the

LETTER FROM THE BOARD

period from the date of passing such resolution until whichever is the earliest of: (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by any applicable laws or the Articles of Association to be held; and (iii) the date on which such authority is varied or revoked by an ordinary resolution of the Shareholders in a general meeting.

4. PROPOSED GRANT OF GENERAL MANDATE TO REPURCHASE SHARES

Pursuant to the resolutions passed at a duly convened general meeting of the then Shareholders on May 23, 2023, the general and unconditional mandate granted to the Directors to exercise all powers to repurchase Shares will lapse at the conclusion of the Annual General Meeting.

An ordinary resolution will be proposed at the Annual General Meeting to grant to the Directors the Share Repurchase Mandate to repurchase Shares on the Stock Exchange of up to a maximum of 10% of the total number of issued Shares as of the date of passing of the relevant resolution granting the Share Repurchase Mandate (i.e. a maximum of 82,796,833 Shares on the basis that the issued share capital of the Company remains unchanged on the date of the Annual General Meeting). The Share Repurchase Mandate shall continue to be in force during the period from the date of passing such resolution until whichever is the earliest of: (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required by any applicable laws or the Articles of Association to be held; and (iii) the date on which such authority is varied or revoked by an ordinary resolution of the Shareholders in a general meeting.

An explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the relevant resolution at the Annual General Meeting is set out in Appendix II to this circular.

5. PROPOSED AMENDMENTS TO EXISTING ARTICLES OF ASSOCIATION AND PROPOSED ADOPTION OF NEW ARTICLES OF ASSOCIATION

In order to update and bring the Existing Articles of Association in line with the latest regulatory requirements in relation to the expanded paperless listing regime and the electronic dissemination of corporate communications by listed issuers and the relevant amendments made to the Listing Rules which took effect from December 31, 2023, as well as other housekeeping changes, the Board proposes to amend the Existing Articles of Association by way of adoption of the New Articles of Association in substitution for and to the exclusion of the Existing Articles of Association.

The proposed amendments to the Existing Articles of Association and the proposed adoption of the New Articles of Association are subject to the approval of the Shareholders by way of a special resolution at the Annual General Meeting. Details of the proposed

LETTER FROM THE BOARD

amendments to the Existing Articles of Association (i.e., to amend on the Existing Articles of Association) made after the adoption of the New Articles of Association are set out in Appendix III to this circular.

The New Articles of Association are prepared and written in English. As such, any Chinese translation shall be for reference only. In case of any discrepancy, the English version shall prevail.

6. PROPOSED AMENDMENTS TO THE POST-IPO SHARE OPTION SCHEME

The Post-IPO Share Option Scheme was adopted on December 5, 2022 to enable the Group to grant options to selected participants as incentives or rewards for their contribution to the Group. For more details of the terms of the Pre-IPO Share Option Scheme, please refer to “Statutory and General Information — D. Share Incentive Schemes — 1. Pre-IPO Share Option Scheme” in Appendix IV to the Prospectus and the paragraph headed “Other terms of the Post-IPO Share Option Scheme” below.

The Board proposes to amend the Post-IPO Share Option Scheme to better serve the purpose of the Post-IPO Share Option Scheme as well as to include other amendments for house-keeping purposes. Details of the proposed amendments to the Post-IPO Share Option Scheme are set out in Appendix IV to this circular.

Under the Post-IPO Share Option Scheme, in the event a Grantee ceases to be a Participant for reason of his/her retirement in accordance with his/her contract of employment, or for any reason (including but not limited to voluntary resignation) other than death, ill-health or retirement, and none of the prescribed grounds of termination of employment exists with respect to such Grantee, such Grantee shall be entitled to exercise the exercisable Option (to the extent not already exercised), in whole or in part, up to the entitlement of such Grantee as of the date of cessation, within a period of 12 months after the last actual working day in the case of retirement, or within a period of 3 months after the last actual working day in the case of cessation of employment for any reason (including but not limited to voluntary resignation) other than death, ill-health or retirement. Unvested Options of the Grantees as of the date of cessation will no longer continue to vest as the Grantee ceased to be a Participant. Any Options yet to be exercised within the exercise period shall lapse automatically.

It is sometimes the case that Grantees will continue to participate in the growth of the Group and contribute to the benefit of the Group in other capacities after his/her retirement or cessation of employment. The Board is of the view that flexibility should be allowed in determining the share incentives awarded to these Grantees, including the continual vesting of the unvested Options and the extension of the exercise period of Options, taking into account, for example, the overall contributions of these Grantees, their outstanding performance or expected future or continuous contribution to the Group after retirement or cessation of employment. Hence, the Board believes that the Board should be given discretion to allow the continual vesting of the unvested Options and the extension of the exercise period of Options granted to some of these Grantees who have retired or ceased working.

LETTER FROM THE BOARD

In light of the aforesaid, the Board proposes to amend certain provisions of the Post-IPO Share Option Scheme to allow the Board to have discretion to permit unvested Options of the Grantees to continue vesting after date of cessation of employment and to extend the exercise period of the exercisable Options to a period longer than 12 months after the date of the last actual working day in the case of retirement, or a period longer than 3 months after the last actual working day in the case of cessation of employment for any reason (including but not limited to voluntary resignation) other than death, ill-health or retirement. No new grant shall be made pursuant to the Post-IPO Share Option Scheme to these Grantees after his/her retirement or cessation of employment.

The Board will determine whether a Grantee will participate in the growth of the Group and contribute to the benefit of the Group in other capacities after his/her retirement or cessation of employment on a case-by-case basis, taking into account various factors, such as (i) whether such Grantee has good personal qualities and a serious and responsible work attitude; (ii) whether such Grantee possesses a good level of professional or managerial expertise, specific skills and experience to meet the Group's future specific business needs; and (iii) whether the Grantee has a primary responsibility to train the successors for his/her position for a smooth transition.

If the Board decides that a Grantee should be allowed for the continual vesting of the unvested Options and the extension of the exercise period of Options granted after his/her retirement or cessation of employment, the Company may enter into an agreement and/or an arrangement with such Grantee (the "**Transitional Arrangement**"). If such Grantee ceases to participate in the growth of the Group and contribute to the benefit of the Group, any unvested Options as of the date of the termination of the Transitional Arrangement will no longer continue to vest, and he/she is entitled to exercise his/her Options (to the extent not already exercised), in whole or in part, up to the entitlement of such Grantee as of the date of the termination of the Transitional Arrangement, within a period of 12 months after the date of termination of the Transitional Arrangement in the case of expiry of the term of such Transitional Arrangement upon retirement, or within a period of 3 months after the date of termination of the Transitional Arrangement in the case for any reason other than expiry of the term of such Transitional Arrangement upon retirement. In any case, the Transitional Arrangement shall not be longer than the Option Period.

The Board considers that the success of the Group principally comes from the collective efforts and contributions of its employees. In particular, some employees with extensive professional or managerial expertise, specific skills and experience play a key role in the development and continued success of the Group's business and operations, where the continuity of their contributions after retirement or cessation of employment is essential to an effective succession planning by providing the successors with abundant support and professional advice from these experienced outgoing employees for a smooth transition. The Board has the discretion to determine whether a Grantee is allowed for the continual vesting of the unvested Options and the extension of the exercise period of Options granted based on their future contribution to the development of the Group. With this flexibility, the Company will be in a better position to incentivize outgoing employees to continue to support the business development of the Group and participate in enhancing the future

LETTER FROM THE BOARD

prospects of the Group to a greater extent. Based on the above, the Board is of the view that the proposed amendments to the Post-IPO Share Option Scheme align with the purpose of the Post-IPO Share Option Scheme.

The proposed amendments to the Post-IPO Share Option Scheme are alterations to the terms of Rule 17.03 of the Listing Rules and to the advantage of the Grantees and hence subject to Shareholders' approval at the Annual General Meeting in accordance with note 1 to Rule 17.03(18) of the Listing Rules. Details of the proposed amendments to the Post-IPO Share Option Scheme are set out in Appendix IV to this circular.

The Board proposes that the proposed amendments shall apply to the Options and Options to be granted under the Post-IPO Share Option Scheme with effect from the date of the Annual General Meeting.

Subject to approval of the proposed amendments at the Annual General Meeting, the Board will consider exercising the discretion to extend the exercise period of the exercisable Options to a period longer than 12 months after the last actual working day of the Grantees by virtue of the proposed amendments in favour of the Grantees including those who are expected to retire as employees of the Group in the next 12 months. Based on information available to the Company, as of the Latest Practicable Date, it is expected that two resigning Grantees and 170,000 Options will be affected.

As of the Latest Practicable Date, the following Options remain outstanding (the "**Outstanding Options**"):

Date of Grant	Exercise Price	Capacity of Grantees	Number of Outstanding Options
July 10, 2023	HK\$9 per Share	Employees	5,632,000

The above Options are subject to vesting in four tranches:

- (i) 25% shall be vested on the first anniversary of the date of grant and be exercisable at any time during the period from the first anniversary of the date of grant to the end of ten years from the date of grant;
- (ii) 25% shall be vested on the second anniversary of the date of grant and be exercisable at any time during the period from the second anniversary of the date of grant to the end of ten years from the date of grant;
- (iii) 25% shall be vested on the third anniversary of the date of grant and be exercisable at any time during the period from the third anniversary of the date of grant to the end of ten years from the date of grant; and
- (iv) 25% shall be vested on the fourth anniversary of the date of grant and be exercisable at any time during the period from the fourth anniversary of the date of grant to the end of ten years from the date of grant.

LETTER FROM THE BOARD

The Board considers that the proposed amendments to the Post-IPO Share Option Scheme are in compliance with the requirements of Chapter 17 of the Listing Rules.

As it is proposed that the proposed amendments to the Post-IPO Share Option Scheme shall also apply to the Outstanding Options, the holders of the Outstanding Options and their respective close associates are required to abstain from voting in respect of the resolution approving the proposed amendments to the Post-IPO Share Option Scheme at the Annual General Meeting.

As of the Latest Practicable Date, none of the Directors are holders of the Outstanding Options. To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholders are holders of the Outstanding Options. Accordingly, no holders of Outstanding Options shall be required to abstain from voting in respect of resolution on the proposed amendments to the Post-IPO Share Option Scheme. If any other holders of the Outstanding Options have any shareholding in the Company, he/she shall also be required to abstain from voting in respect of resolution on the proposed amendments to the Post-IPO Share Option Scheme at the Annual General Meeting.

As of the Latest Practicable Date, no trustee has been appointed under the Post-IPO Share Option Scheme and none of the Directors is or will be a trustee of the Post-IPO Share Option Scheme or has a direct or indirect interest in such trustees.

Other terms of the Post-IPO Share Option Scheme

Vesting Period

The vesting period for Options shall not be less than 12 months.

Clawback Mechanism

An option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
- (ii) the relevant expiry of the periods or dates for exercising the Options (a) in the event a Grantee ceases to be a Participant; (b) if a general offer is made to all the Shareholders, or a compromise or arrangement between the Company and its members and/or creditors is being proposed; and (c) in the event the Company proposes to convene a general meeting in considering and approving a resolution to voluntarily wind-up the Company;
- (iii) the date on which the Grantee commits a breach of the provision which restricts the Grantee to transfer or assign an Option granted under the Post-IPO Share Option Scheme or sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favor of or enter into any agreement with any other

LETTER FROM THE BOARD

person over or in relation to any option except for the transmission of an Option on the death of the Grantee to his personal representative(s) on the terms of the Post-IPO Share Option Scheme;

- (iv) the date on which the Grantee (being an employee or a director of any member of the Group) ceases to be a participant of the Post-IPO Share Option Scheme by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of serious misconduct, or appears either to be unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;
- (v) the date on which the grantee joins a company which the Board believes in its sole and reasonable opinion to be a competitor of the Company;
- (vi) the date on which the Grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts or has become insolvent or has made any arrangement or composition with its creditors generally; and
- (vii) unless the Board otherwise determines, and other than in the event a Grantee ceases to be a Participant for reason of death, ill-health or retirement, or for any reason other than death, ill-health or retirement or on ground(s) of termination of employment specified in sub-paragraph (iv), the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.

Save as provided above, no Options under the Post-IPO Share Option Scheme are subject to any clawback mechanism.

7. RE-APPOINTMENT OF AUDITOR

PricewaterhouseCoopers, which has audited the consolidated financial statements of the Company for the year ended December 31, 2023, will retire as the auditor of the Company at the Annual General Meeting, and being eligible, offer itself for re-appointment.

The Board, upon the recommendation of the Audit Committee, proposes to re-appoint PricewaterhouseCoopers as the auditor of the Company and to hold office until the conclusion of the next annual general meeting of the Company and authorize the Board to fix its remuneration.

LETTER FROM THE BOARD

8. DECLARATION AND PAYMENT OF THE FINAL DIVIDEND OUT OF THE SHARE PREMIUM ACCOUNT

As announced by the Company in its announcement dated March 7, 2024 regarding the annual results of the Group for the year ended December 31, 2023, the Board recommended the declaration and payment of the Final Dividend of HK10 cents per Share for the year ended December 31, 2023 (2022: nil).

As of the Latest Practicable Date, there were a total of 827,968,337 Shares in issue. Based on the number of issued Shares as of the Latest Practicable Date, the Final Dividend, if declared and paid, will amount to approximately HK\$82.8 million (approximately US\$10.6 million). Subject to the fulfilment of the conditions set out in the paragraph headed “Conditions of the Payment of the Final Dividend out of the Share Premium Account” below, the Final Dividend is intended to be paid out of the Share Premium Account pursuant to Article 134 of the Articles of Association and in accordance with the Companies Act.

As of December 31, 2023, based on the audited consolidated financial statements of the Group, the amount standing to the credit of the Share Premium Account was approximately US\$277.9 million. Following the payment of the Final Dividend, there will be a remaining balance of approximately US\$267.3 million standing to the credit of the Share Premium Account.

Conditions of the Payment of the Final Dividend out of the Share Premium Account

The payment of the Final Dividend out of the Share Premium Account is conditional upon the satisfaction of the following conditions:

- (a) the passing of an ordinary resolution by the Shareholders declaring and approving the payment of the Final Dividend out of the Share Premium Account pursuant to Article 134 of the Articles of Association; and
- (b) the Directors being satisfied that there are no reasonable grounds for believing that the Company is, immediately following the date on which the Final Dividend is paid, unable to pay its debts as they fall due in the ordinary course of business.

Subject to the fulfilment of the above conditions, the Final Dividend will be paid in cash on or around Friday, June 28, 2024 to the Shareholders whose names appear on the register of members of the Company on Monday, June 17, 2024, being the record date of determination of entitlements of the Final Dividend.

The conditions set out above cannot be waived. If the conditions set out above are not satisfied, the Final Dividend will not be paid.

LETTER FROM THE BOARD

Reasons for and effect of the payment of the Final Dividend out of the Share Premium Account

The Board considers it appropriate to distribute the Final Dividend to reward the Shareholders for their continuing support. The payment of the Final Dividend out of the Share Premium Account does not involve any reduction in the authorized or issued share capital of the Company nor does it involve any reduction in the nominal value of the Shares or result in any change in the trading arrangements in respect of the Shares.

After taking into consideration of the existing cashflow of the Group, the Board considers that the Company has sufficient cash flow to pay the Final Dividend. The payment of the Final Dividend out of the Share Premium Account will not have any material adverse effect on the financial position of the Group.

The Directors consider that the proposed declaration and payment of the Final Dividend out of the Share Premium Account is in the interests of the Company and the Shareholders as a whole.

9. ANNUAL GENERAL MEETING AND PROXY ARRANGEMENT

The notice of the Annual General Meeting is set out on pages 45 to 50 of this circular.

Pursuant to the Listing Rules and the Articles of Association, any vote of Shareholders at a general meeting must be taken by way of a poll save that the chairman of the Annual General Meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands. An announcement on the poll results will be published by the Company after the Annual General Meeting in the manner prescribed under the Listing Rules.

There is no Shareholder who has any material interest in the proposed resolutions, therefore none of the Shareholders is required to abstain from voting on such resolutions.

On a poll, every Shareholder present in person or by proxy or, in the case of a Shareholder being a corporation, by its duly authorized representative, shall have one vote for every fully paid Share of which he/she is the holder. A Shareholder entitled to more than one vote on a poll needs not use all his/her votes or cast all the votes he/she uses in the same way.

A form of proxy for use at the Annual General Meeting is enclosed with this circular and such form of proxy is also published on the websites of the Stock Exchange (<https://www.hkexnews.hk>) and the Company (<https://orbusneich.com>). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority at the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the Annual General Meeting or the adjourned meeting thereof. Accordingly, this form of proxy must be delivered to the Company's share registrar in Hong Kong no later than 11:00 a.m.

LETTER FROM THE BOARD

on Tuesday, June 4, 2024 (Hong Kong time). Completion and delivery of the form of proxy will not preclude you from attending and voting at the Annual General Meeting if you so wish.

10. CLOSURE OF THE REGISTER OF MEMBERS

For determining the entitlement to attend and vote at the Annual General Meeting, the register of members of the Company will be closed from Monday, June 3, 2024 to Thursday, June 6, 2024, both days inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the Annual General Meeting, all transfers of shares, accompanied by the relevant share certificates, must be lodged with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration not later than 4:30 p.m. on Friday, May 31, 2024 (Hong Kong Time), being the last registration date.

For the purpose of determining Shareholders who qualify for the Final Dividend, the register of members of the Company will be closed from Thursday, June 13, 2024 to Monday, June 17, 2024, both days inclusive, during which period no transfer of shares will be registered. In order to qualify for the Final Dividend, all transfers of shares, accompanied by the relevant share certificates, must be lodged with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration not later than 4:30 p.m. on Wednesday, June 12, 2024 (Hong Kong Time), being the last registration date.

11. RECOMMENDATION

The Directors consider that (i) the re-election of the retiring Directors; (ii) the Share Issue Mandate; (iii) the Share Repurchase Mandate; (iv) the proposed amendments to the Existing Articles of Association and the adoption of the New Articles of Association; (v) the proposed amendments to the Post-IPO Share Option Scheme; (vi) the re-appointment of auditor; and (vii) the declaration and payment of the Final Dividend out of the Share Premium Account are in the best interests of the Company and the Shareholders as a whole, and would recommend the Shareholders to vote in favor of the relevant resolutions to be proposed at the Annual General Meeting.

12. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

LETTER FROM THE BOARD

13. DOCUMENT ON DISPLAY

Copy of the rules of the Post-IPO Share Option Scheme, which incorporated the proposed amendments will be published on the websites of the Stock Exchange (<https://www.hkexnews.hk>) and the Company (<https://orbusneich.com>) for display for a period of not less than 14 days before the Annual General Meeting, and the same will be available for inspection at the Annual General Meeting.

Yours faithfully,

For and on behalf of the Board

OrbusNeich Medical Group Holdings Limited

Mr. David CHIEN

Chairman, Executive Director and Chief Executive Officer

PROPOSED RE-ELECTION OF RETIRING DIRECTORS

The following are details of the Directors who will retire and being eligible, offer themselves for re-election at the Annual General Meeting.

Ching Chung John CHOW (周靜忠), aged 65, has been a Director of the Company since July 22, 2021 and an Executive Director since September 29, 2021, and was redesignated as a Non-executive Director on September 7, 2023.

Mr. Chow has around 39 years of experience in interventional cardiology. He worked in Cordis-Neich Limited in May 1984 and was promoted as the general manager in January 1991. Prior to joining the Group, he was appointed as the Asia Pacific regional marketing director of the Cordis franchise in Johnson & Johnson in June 1999. After his employment at Johnson & Johnson, Mr. Chow joined the Group in August 2000 and served as the head of sales and marketing for the Asia Pacific region from 2010 to 2015. Mr. Chow was appointed as the director of business development of the Group on May 17, 2006 and served as the head of business development from September 2021 to September 2023.

Mr. Chow obtained his Bachelor of Arts degree from York University in Canada in June 1980.

As of the Latest Practicable Date, Mr. Chow was interested in 307,143 Shares and 200,000 underlying Shares by virtue of a Pre-IPO Share Option Scheme of the Company.

Save as disclosed above, Mr. Chow did not have any other interests in the Shares and underlying Shares within the meaning of Part XV of the SFO as of the Latest Practicable Date.

Mr. Chow entered into a letter of appointment with the Company for a term of 3 years commencing from September 7, 2023 and is subject to termination in accordance with the terms. The term of the letter of appointment may be renewed in accordance with the Articles of Association and the applicable Listing Rules. For the year ended December 31, 2023, Mr. Chow received remuneration, including salaries, allowance and benefits in kind, employer's contribution to a retirement benefit scheme and other emoluments paid or receivable in respect of director's other services in connection with the management of the affairs of the Group, of approximately US\$203,000.

Yip Keung CHAN (陳業強), aged 40, was appointed as an Independent Non-executive Director on September 29, 2021 and is primarily responsible for supervising and providing independent judgment to the Board. Mr. Chan is the chairman of the Audit Committee and a member of the Remuneration Committee.

Mr. Chan has more than 18 years of experience in financial reporting, auditing, corporate finance, capital management and corporate governance. He started working in PricewaterhouseCoopers in September 2005 and was promoted as manager in October 2010. Mr. Chan was the finance manager of Mapletree Hong Kong Management Limited under Temasek of Singapore from November 2011 to April 2015, specialized in real estate investment trusts sector. He was the chief financial officer of the Pine Care Group Limited, (a company previously listed on the Stock Exchange with stock code 1989 and was delisted in February 2024) from April 2015 to October 2020 and is currently the chief executive officer and executive director of the aforementioned group. He was appointed by Chinachem Group as the Director of Elderly Care Services in November 2022.

Mr. Chan obtained his Bachelor of Business Administration degree from the Chinese University of Hong Kong in 2005 and masters' degree in corporate governance from Hong Kong Polytechnic University in 2017. He is a certified public accountant in Hong Kong, a fellow of the Hong Kong Institute of Certified Public Accountant, and an associate member of the Hong Kong Institute of Chartered Secretaries and the Chartered Governance Institute.

Mr. Chan did not have any interests in the Shares and underlying Shares within the meaning of Part XV of the SFO as of the Latest Practicable Date.

Mr. Chan entered into a letter of appointment with the Company for a term of 3 years commencing from the Listing Date and is subject to termination in accordance with the terms. The term of the service contract may be renewed in accordance with the Articles of Association and the applicable Listing Rules. For the year ended December 31, 2023, Mr. Chan received remuneration of director's fees of approximately US\$31,000.

Ka Keung LAU (樓家強), *BBS, MH, JP*, aged 48, was appointed as an Independent Non-executive Director on September 29, 2021 and is primarily responsible for supervising and providing independent judgment to the Board.

Mr. Lau is the chairman of the Remuneration Committee and a member of the Audit Committee and the Nomination Committee.

Mr. Lau has around 26 years of experience in business management. Mr. Lau held several positions in the Nameson Group from August 1999 to March 2013, including information technology manager, vice president, and executive director. From August 2015 to April 2018, Mr. Lau served as a non-executive director in Nameson Holdings Limited (南旋控股有限公司), a company listed on the Main Board of the Stock Exchange (stock code: 1982). Mr. Lau has served as an executive director and chief executive officer of Million Cities Holdings Limited (萬城控股有限公司) (“**Million Cities**”, a company listed on the Main Board of the Stock Exchange (stock code: 2892) since 2016, and has assumed various directorships in subsidiaries of Million Cities. Mr. Lau has been appointed as an independent non-executive director of Tianjin Development Holdings Limited, a company listed on the Main Board of the Stock Exchange (stock code: 882), since March 30, 2023.

Mr. Lau received his Bachelor’ degree from Manchester Metropolitan University, the United Kingdom in July 1997 and obtained his master’ degree in business administration from University of Leicester, the United Kingdom in July 2008. Mr. Lau has served as deputy to the 14th National People’s Congress (第十四屆全國人民代表大會), national committee member of the 13th Chinese People Political Consultative Conference in the PRC (中國人民政治協商會議第十三屆全國委員會), executive committee member of the 14th Tianjin Committee of Chinese People’s Political Consultative Conference (中國人民政治協商會議天津市第十四屆常務委員會) and Vice Chairman of Tianjin Federation of Industry and Commerce (天津市工商業聯合會). Mr. Lau is also the chairman of the 28th Hong Kong United Youth Association (香港青年聯會).

Mr. Lau did not have any interests in the Shares and underlying Shares within the meaning of Part XV of the SFO as of the Latest Practicable Date.

Mr. Lau entered into a letter of appointment with the Company for a term of 3 years commencing from the Listing Date and is subject to termination in accordance with the terms. The term of the service contract may be renewed in accordance with the Articles of Association and the applicable Listing Rules. For the year ended December 31, 2023, Mr. Lau received remuneration of director’s fees of approximately US\$31,000.

Lai Fan Gloria TAM (譚麗芬), aged 66, was appointed as an Independent Non-executive Director on September 29, 2021 and is primarily responsible for supervising and providing independent judgment to the Board. Dr. Tam is a member of the Audit Committee and Nomination Committee.

Dr. Tam has around 40 years of experience in the healthcare industry. She started working as a Medical and Health Officer in the then Medical and Health Department, Hong Kong Government in January 1984 and became Deputy Director of Health in July 2007. She was also the Controller of Centre for Food Safety in Hong Kong from June 2012 to June 2017. She is the founder of 3 Srs Company (仨仁一人有限公司), a public health consultancy cum investment firm, since June 2020. Dr. Tam served as an independent non-executive director of Zhaoke Ophthalmology Limited, a company listed on the Main Board of the Stock Exchange (stock code: 6622), from April 2021 to April 2022. Dr. Tam has been an independent non-executive director of Arta TechFin Corporation Limited (formerly known as Freeman FinTech Corporation Limited), a company listed on the Main Board of the Stock Exchange (stock code: 279), since October 2021.

Dr. Tam obtained her Bachelor of Medicine and Bachelor of Surgery degrees from The University of Hong Kong in 1983 and Master of Medicine (Public Health) from the National University of Singapore in May 1993. She was elected as a Fellow of the Faculty of Public Health of the Royal College of Physicians, United Kingdom in February 2007.

Dr. Tam did not have any interests in the Shares and underlying Shares within the meaning of Part XV of the SFO as of the Latest Practicable Date.

Dr. Tam entered into a letter of appointment with the Company for a term of 3 years commencing from the Listing Date and is subject to termination in accordance with the respective terms. The term of the letter of appointment may be renewed in accordance with the Articles of Association and the applicable Listing Rules. For the year ended December 31, 2023, Dr. Tam received remuneration of director's fees of approximately US\$31,000.

As of the Latest Practicable Date, in relation to the Directors proposed for re-election, unless otherwise disclosed above: (1) none of them has any relationship with other Directors, senior management or substantial shareholder or controlling shareholder of the Company; (2) none of them is interested in the Shares and underlying Shares within the meanings of Part XV of the SFO; (3) none of them held any other directorships in the last three years in any public companies the securities of which are listed on any securities market in Hong Kong or overseas, or held other major appointments and professional qualifications; (4) there is no information to be disclosed pursuant to any of the requirements of Rules 13.51(2)(h) to (v) of the Listing Rules; and (5) there is no other matter which needs to be brought to the attention of the Shareholders pursuant to Rule 13.51(2) of the Listing Rules.

The following is an explanatory statement required by the Listing Rules to provide the Shareholders with requisite information reasonably necessary for them to make an informed decision on whether to vote for or against the ordinary resolution to be proposed at the Annual General Meeting in relation to the granting of the Share Repurchase Mandate.

1. LISTING RULES RELATING TO THE REPURCHASE OF SHARES

The Listing Rules permit companies whose primary listings are on the Stock Exchange to repurchase their securities on the Stock Exchange and any other stock exchange on which securities of the company are listed and such stock exchange is recognized by the Securities and Futures Commission of Hong Kong and the Stock Exchange, subject to certain restrictions. Among such restrictions, the Listing Rules provide that the shares of such company must be fully paid up and all repurchase of shares by such company must be approved in advance by an ordinary resolution of shareholders, either by way of a general mandate or by specific approval of a particular transaction.

2. SHARE CAPITAL

As of the Latest Practicable Date, the issued share capital of the Company comprised 827,968,337 Shares.

Subject to the passing of the ordinary resolution of granting of the Share Repurchase Mandate and on the basis that the issued share capital of the Company remains unchanged on the date of the Annual General Meeting, i.e. being 827,968,337 Shares, the Directors would be authorized under the Share Repurchase Mandate to repurchase, during the period in which the Share Repurchase Mandate remains in force, a total of 82,796,833 Shares, representing 10% of the total number of Shares in issue as of the date of the Annual General Meeting.

3. REASONS FOR SHARE REPURCHASE

The Directors believe that it is in the best interests of the Company and Shareholders as a whole for the Directors to receive the general authority from the Shareholders to repurchase Shares in the market. Repurchases of Shares will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders as a whole. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net value of the Company and its assets and/or its earnings per Share.

4. FUNDING OF SHARE REPURCHASE

Repurchase made by the Company pursuant to the Share Repurchase Mandate may only be funded out of funds legally available for the purpose in accordance with the Articles of Association and the applicable laws of the Cayman Islands.

It is presently proposed that any repurchase of the Shares would be made out of profits of the Company or the proceeds of a fresh issue made for the repurchase or out of capital provided that on the day immediately following the date of repurchase the Company is able to pay its debts as they fall due in the ordinary course of business.

5. IMPACT OF SHARE REPURCHASE

On the basis of the financial position of the Company as of December 31, 2023 (being the date of its latest audited accounts), the Directors consider that there is no material adverse impact on the working capital or gearing position of the Company if the Share Repurchase Mandate is exercised in full during the proposed repurchase period. However, the Directors do not intend to exercise the Share Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital or the gearing position of the Company which in the opinion of the Directors is from time to time appropriate for the Company.

6. MARKET PRICES OF SHARES

The highest and lowest prices per Share at which Shares have traded on the Stock Exchange during each of the previous 12 months preceding the Latest Practicable Date were as follows:

	Highest <i>HK\$</i>	Lowest <i>HK\$</i>
2023		
April	13.34	11.66
May	14.82	9.90
June	12.00	8.40
July	9.66	8.00
August	9.80	7.92
September	9.34	7.92
October	9.52	8.13
November	8.45	6.21
December	7.05	5.53
2024		
January	7.06	5.04
February	5.46	4.60
March	4.75	3.01
April (up to and including the Latest Practicable Date)	3.45	3.07

7. GENERAL

None of the Directors nor, to the best of their knowledge and having made all reasonable enquiries, any of their respective close associates (as defined in the Listing Rules), have any present intention to sell any Shares to the Company, if the Share Repurchase Mandate is approved by the Shareholders at the Annual General Meeting.

No core connected persons (as defined in the Listing Rules) of the Company have notified the Company that they have any present intention to sell any Shares to the Company, or have undertaken not to do so, if the Share Repurchase Mandate is approved by the Shareholders at the Annual General Meeting.

The Directors will exercise the Share Repurchase Mandate in accordance with the Listing Rules and the applicable laws of Cayman Islands.

Neither the explanatory statement in this Appendix II nor the proposed Share Repurchase Mandate has any unusual features.

8. TAKEOVERS CODE

If as a result of a repurchase of Shares pursuant to the Share Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition of voting rights for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in the Shareholder's interest, could obtain or consolidate control of the Company and thereby become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code.

To the best knowledge and belief of the Directors, the Directors are not aware of any consequences which would arise under the Takeovers Code as a result of an exercise of the proposed Share Repurchase Mandate.

9. SHARES REPURCHASE MADE BY THE COMPANY

No repurchase of Shares had been made by the Company in the six months preceding the Latest Practicable Date.

COMPARISON TABLE OF AMENDMENTS
TO THE EXISTING ARTICLES OF ASSOCIATION

Existing Provisions of the Existing Articles of Association	Proposed Amendments to the Existing Articles of Association
AMENDED AND RESTATED ARTICLES OF ASSOCIATION	<u>SECOND</u> AMENDED AND RESTATED ARTICLES OF ASSOCIATION
(Adopted at a general meeting held on December 5, 2022 and with effect from the listing of shares of the Company on The Stock Exchange of Hong Kong Limited on December 23, 2022)	(Adopted by way of special resolution at a general meeting held on December 5, 2022 and with effect from the listing of shares of the Company on The Stock Exchange of Hong Kong Limited on December 23, 2022 <u>June 6, 2024</u>)
“Act” the Companies Act, (2022 Revision), Cap. 22 of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.	“Act” the Companies Act, (2022 Revision), Cap. 22 of the Cayman Islands and any amendments thereto or re-enactments thereof for the time being in force and includes every other law incorporated therewith or substituted therefor.
3.(2) Subject to the Act, the Company’s Memorandum and Articles of Association and, where applicable, the Listing Rules, and/or the rules of any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Act.	3.(2) Subject to the Act, the Company’s Memorandum and Articles of Association and, where applicable, the Listing Rules, and/or the rules <u>and regulations</u> of any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorised by these Articles for purposes of the Act. The Company is hereby authorised to make payments in respect of the purchase of its shares out of capital or out of any other account or fund which can be authorised for this purpose in accordance with the Act.

<p>10. Subject to the Act and without prejudice to Article 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, <i>mutatis mutandis</i>, apply, but so that:</p> <p>(a) the necessary quorum (other than at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class and at any adjourned meeting of such holders, two holders present in person or (in the case of a Member being a corporation) its duly authorised representative or by proxy (whatever the number of shares held by them) shall be a quorum; and</p> <p>(b) every holder of shares of the class shall be entitled to one vote for every such share held by him.</p>	<p>10. Subject to the Act and without prejudice to Article 8, all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, <i>mutatis mutandis</i>, apply, but so that:</p> <p>(a) the necessary quorum (other than including at an adjourned meeting) shall be two persons (or in the case of a Member being a corporation, its duly authorised representative) holding or representing by proxy not less than one-third in nominal value of the issued shares of that class and at any adjourned meeting of such holders, two holders present in person or (in the case of a Member being a corporation) its duly authorised representative or by proxy (whatever the number of shares held by them) shall be a quorum; and</p> <p>(b) every holder of shares of the class shall be entitled to one vote for every such share held by him.</p>
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<p>44. The Register and branch register of Members maintained in Hong Kong, as the case may be, shall be open to inspection for at least two (2) hours during business hours by Members without charge or by any other person, upon a maximum payment of Hong Kong dollars 2.50 or such lesser sum specified by the Board, at the Office or such other place at which the Register is kept in accordance with the Act or, if appropriate, upon a maximum payment of Hong Kong dollars 1.00 or such lesser sum specified by the Board at the Registration Office. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper or any other newspapers in accordance with the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.</p>	<p>44. The Register and branch register of Members maintained in Hong Kong, as the case may be, shall be open to inspection for at least two (2) hours during business hours by Members without charge or by any other person, upon a maximum payment of Hong Kong dollars 2.50 or such lesser sum specified by the Board, at the Office or such other place at which the Register is kept in accordance with the Act or, if appropriate, upon a maximum payment of Hong Kong dollars 1.00 or such lesser sum specified by the Board at the Registration Office. The Register including any overseas or local or other branch register of Members may, after notice has been given by advertisement in an appointed newspaper or any other<u>any</u> newspapers in accordance with the requirements of any Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.</p>
<p>45. Subject to the Listing Rules, notwithstanding any other provision of these Articles the Company or the Directors may fix any date as the record date for:</p> <p>(a) determining the Members entitled to receive any dividend, distribution, allotment or issue;</p> <p>(b) determining the Members entitled to receive notice of and to vote at any general meeting of the Company.</p>	<p>45. Subject to the Listing Rules, notwithstanding any other provision of these Articles the Company or the Directors may fix any date as the record date for:</p> <p>(a) determining the Members entitled to receive any dividend, distribution, allotment or issue;</p> <p>(b) determining the Members entitled to receive notice<u>Notice</u> of and to vote at any general meeting of the Company.</p>

<p>46.(2) Notwithstanding the provisions of subparagraph (1) above, for so long as any shares are listed on the Designated Stock Exchange, titles to such listed shares may be evidenced and transferred in accordance with the laws applicable to and the Listing Rules that are or shall be applicable to such listed shares. The register of members of the Company in respect of its listed shares (whether the Register or a branch register) may be kept by recording the particulars required by Section 40 of the Act in a form otherwise than legible if such recording otherwise complies with the laws applicable to and Listing Rules that are or shall be applicable to such listed shares.</p>	<p>46.(2) Notwithstanding the provisions of subparagraph (1) above, for so long as any shares are listed on the Designated Stock Exchange, titles to such listed shares may be evidenced and transferred in accordance with the laws applicable to and the Listing Rules that are or shall be applicable to such listed shares. The register of members of the Company in respect of its listed shares (whether the Register or a branch register) may be kept by recording the particulars required by Section 40 of the Act in a form otherwise than legible if such recording otherwise complies with the laws applicable to and <u>the</u> Listing Rules that are or shall be applicable to such listed shares.</p>
<p>56. An annual general meeting of the Company shall be held in each financial year other than the financial year of the Company's adoption of these Articles and such annual general meeting must be held within six (6) months after the end of the Company's financial year (unless a longer period would not infringe the Listing Rules, if any) at such time and place as may be determined by the Board.</p>	<p>56. An annual general meeting of the Company shall be held in<u>for</u> each financial year other than the financial year of the Company's adoption of these Articles and such annual general meeting must be held within six (6) months after the end of the Company's financial year (unless a longer period would not infringe the Listing Rules, if any) at such time and place as may be determined by the Board.</p>
<p>59.(1) An annual general meeting must be called by Notice of not less than twenty-one (21) clear days. All other general meetings (including an extraordinary general meeting) must be called by Notice of not less than fourteen (14) clear days but if permitted by the Listing Rules, a general meeting may be called by shorter notice, subject to the Act, if it is so agreed:</p>	<p>59.(1) An annual general meeting must be called by Notice of not less than twenty-one (21) clear days. All other general meetings (including an extraordinary general meeting) must be called by Notice of not less than fourteen (14) clear days but if permitted by the Listing Rules, a general meeting may be called by shorter notice, subject to the Act, if it is so agreed:</p>

<p>64. Prior to the holding of a general meeting, the Board may postpone, and at a general meeting, the chairman may (without the consent of the meeting) or shall at the direction of the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place as the meeting shall determine, but no business shall be transacted at any adjourned or postponed meeting other than the business which might lawfully have been transacted at the meeting had the adjournment or the postponement not taken place. Notice of a postponement must be given to all Members by any means as the Board may determine. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.</p>	<p>64. Prior to the holding of a general meeting, the Board may postpone, and at a general meeting, the chairman may (without the consent of the meeting) or shall at the direction of the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place as the meeting shall determine, but no business shall be transacted at any adjourned or postponed meeting other than the business which might lawfully have been transacted at the meeting had the adjournment or the postponement not taken place. Notice of a postponement must be given to all Members by any means as the Board may determine. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.</p>
<p>76. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.</p>	<p>76. The instrument appointing a proxy shall be in <u>such form as the Board may determine and in the absence of such determination, shall be in writing</u> under the hand of <u>signed by</u> the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of <u>signed by</u> an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.</p>

<p>77. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate) not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.</p>	<p>77. The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate) not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.</p>
<p>81.(2) If a clearing house (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) including, the right to speak and to vote, and where a show of hands is allowed, the right to vote individually on a show of hands.</p>	<p>81.(2) If a clearing house (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house (or its nominee(s)) including, the right to speak and to vote, and where a show of hands is allowed, the right to vote individually on a show of hands.</p>

<p>85. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any general meeting unless a Notice signed by a Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also a Notice signed by the person to be proposed of his willingness to be elected shall have been lodged at the head office or at the Registration Office provided that such Notices must be lodged with the Company at least fourteen (14) days prior to the date of the general meeting of election but no earlier than the day after despatch of the Notice of the general meeting appointed for such election.</p>	<p>85. No person other than a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for election as a Director at any general meeting unless a Notice signed by a Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election and also a Notice signed by the person to be proposed of his willingness to be elected shall have been lodged at the head office or at the Registration Office provided that such Notices must be lodged with the Company at least fourteen (14)<u>the minimum length of the period, during which such Notice(s) are given, shall be at least seven (7) days and that (if the Notices are submitted after the despatch of the notice of the general meeting appointed for such election) the period for lodgment of such Notice(s) shall commence on the day after the despatch of the notice of the general meeting appointed for such election and end no later than seven (7) days prior to the date of the such general meeting of election but no earlier than the day after despatch of the Notice of the general meeting appointed for such election.</u></p>
<p>151. The requirement to send to a person referred to in Article 149 the documents referred to in that article or a summary financial report in accordance with Article 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, the Company publishes copies of the documents referred to in Article 149 and, if applicable, a summary financial report complying with Article 150, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication), and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.</p>	<p>151. The requirement to send to a person referred to in Article 149 the documents referred to in that article or a summary financial report in accordance with Article 150 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the Listing Rules, the Company publishes copies of the documents referred to in Article 149 and, if applicable, a summary financial report complying with Article 150, on the Company's computer network or in any other permitted manner (including by sending any form of electronic communication),and that person has agreed or is deemed to have agreed to treat the publication or receipt of such documents in such manner as discharging the Company's obligation to send to him a copy of such documents.</p>

158. Any Notice or document (including any “corporate communication” within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company to a Member shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or communication and any such Notice and document may be served or delivered by the Company on or to any Member either personally or by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of Notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange or, to the extent permitted by the applicable laws, by placing it on the Company’s website or the website of the Designated Stock Exchange, and giving to the member a notice stating that the notice or other document is available there (a “notice of availability”). The notice of availability may be given to the Member by any of the means set out above other than by posting it on a website. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.

~~158. Any Notice or document (including any “corporate communication” within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company to a Member shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or communication and any such Notice and document may be served or delivered by the Company on or to any Member either personally or by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or address or website supplied by him to the Company for the giving of Notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the Notice being duly received by the Member or may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange or, to the extent permitted by the applicable laws, by placing it on the Company’s website or the website of the Designated Stock Exchange, and giving to the member a notice stating that the notice or other document is available there (a “notice of availability”). The notice of availability may be given to the Member by any of the means set out above other than by posting it on a website. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.~~

	<p>(1) <u>Any Notice or document (including any “corporate communication” and “actionable corporate communication” within the meaning ascribed thereto under the Listing Rules), whether or not, to be given or issued under these Articles from the Company shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and, subject to compliance with the Listing Rules, any such Notice and document may be given or issued by the following means:</u></p> <ul style="list-style-type: none">(a) <u>by serving it personally on the relevant person;</u>(b) <u>by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose;</u>(c) <u>by delivering or leaving it at such address as aforesaid;</u>(d) <u>by placing an advertisement in appropriate newspapers or other publication and where applicable, in accordance with the requirements of the Designated Stock Exchange;</u>(e) <u>by sending or transmitting it as an electronic communication to the relevant person at such electronic address as he may provide under Article 158(4);</u>(f) <u>by publishing it on the Company’s website or the website of the Designated Stock Exchange;</u>(g) <u>by sending or otherwise making it available to such person through such other means, whether electronically or otherwise, to the extent permitted by and in accordance with the Statutes and other applicable laws, rules and regulations.</u>
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	<p>(2) <u>In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.</u></p> <p>(3) <u>Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, previously to his name and address (including electronic address) being entered in the Register as the registered holder of such share, shall have been duly given to the person from whom he derives title to such share.</u></p> <p>(4) <u>Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which notices can be served upon him.</u></p> <p>(5) <u>Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to the documents referred to in Articles 149, 150 and 158 may be given in the English language only or in both the English language and the Chinese language or, with the consent of or election by any member, in the Chinese language only to such member.</u></p>
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<p>159. Any Notice or other document:</p> <p>(a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;</p> <p>(b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice placed on the Company’s website or the website of the Designated Stock Exchange, is deemed given by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;</p> <p>(c) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof; and</p>	<p>159. Any Notice or other document:</p> <p>(a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;</p> <p>(b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice, <u>document or publication placed on either the Company’s website or the website of the Designated Stock Exchange, is deemed given or served by the Company to a Member on the day following that on which a notice of availability is deemed served on the Member;</u> <u>it first so appears on the relevant website, unless the Listing Rules specify a different date. In such cases, the deemed date of service shall be as provided or required by the Listing Rules;</u></p> <p>(c) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission shall be conclusive evidence thereof; and</p>
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<p>(d) may be given to a Member either in the English language only or in both the English language and the Chinese language or, with the consent of or election by any member, in the Chinese language only to such member, subject to due compliance with all applicable Statutes, rules and regulations.</p>	<p>(d) may be given to a Member either in the English language only or in both the English language and the Chinese language or, with the consent of or election by any member, in the Chinese language only to such member, subject to due compliance with all applicable Statutes, rules and regulations. <u>if published as an advertisement in a newspaper or other publication permitted under these Articles, shall be deemed to have been served on the day on which the advertisement first so appears.</u></p>
<p>160.(2) A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.</p>	<p>160.(2) A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice <u>Notice</u> in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.</p>
<p>165. Unless otherwise determined by the Directors, the financial year end of the Company shall be 31 of December in each year.</p>	<p>165. Unless otherwise determined by the Directors, the financial year end <u>end on the 31st day</u> of the Company shall be <u>be</u> 31 <u>end on the 31st day</u> of December in each year.</p>

COMPARISON TABLE OF AMENDMENTS
TO THE POST-IPO SHARE OPTION SCHEME

Existing Rules of the Post-IPO Share Option Scheme	Proposed Amendments to the Post-IPO Share Option Scheme
Conditionally approved and adopted by OrbusNeich Medical Group Holdings Limited (the “Company”) at a general meeting held on 5 December 2022	Conditionally approved and adopted by OrbusNeich Medical Group Holdings Limited (the “Company”) at a general meeting held on 5 December 2022; and amended at a general meeting held on 6 June 2024
“Board” the board of directors of the Company or a committee thereof duly appointed for the purpose of administering this Scheme;	“Board” the board of directors of the Company or a committee thereof duly appointed for the purpose of administering this Scheme, <u>including the Share Reward Committee</u> ;
“Companies Law” Companies Act (2021 Revision) of the Cayman Islands, as amended, supplemented or otherwise modified from time to time;	“Companies Law” Companies Act (2021 Revision), <u>Cap. 22</u> of the Cayman Islands, as amended, supplemented or otherwise modified from time to time;
“Prospectus” the prospectus of the Company to be issued on or about December 13, 2022 in connection with the Global Offering;	“Prospectus” the prospectus of the Company to be issued on or about December 13, 2022 in connection with the Global Offering;
(Not applicable. The provision on the right column is newly added.)	“Share Reward Committee” the share reward committee of the Company;

<p>4.1 On and subject to the terms of this Scheme, the Board shall be entitled (but shall not be bound) at any time within the Scheme Period to make an Offer to any Participant, as the Board may in its absolute discretion select, to exercise an Option pursuant to which such Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the Subscription Price. For the purposes of this Scheme, Options may be granted to any company wholly owned by one or more Participants. The Offer shall specify the terms on which the Option is to be granted. Such terms shall include a vesting period of the Option (which shall not be less than 12 months) and, may include a description of any performance target(s) attached to the Option (such description may be qualitative and may include a general description of the target levels and performance related measures and the method for assessing how they are satisfied) and at the discretion of the Board such other terms either on a case by case basis or generally. Unless otherwise expressly stated in the terms of the Offer, no performance target shall be attached to any Option.</p>	<p>4.1 <u>(a)</u> On and subject to the terms of this Scheme, the Board shall be entitled (but shall not be bound) at any time within the Scheme Period to make an Offer to any Participant, as the Board may in its absolute discretion select, to exercise an Option pursuant to which such Participant may, during the Option Period, subscribe for such number of Shares as the Board may determine at the Subscription Price. For the purposes of this Scheme, Options may be granted to any company wholly owned by one or more Participants. The Offer shall specify the terms on which the Option is to be granted. Such terms shall include a vesting period of the Option (which shall not be less than 12 months) and, may include a description of any performance target(s) attached to the Option (such description may be qualitative and may include a general description of the target levels and performance related measures and the method for assessing how they are satisfied) and at the discretion of the Board such other terms either on a case by case basis or generally. Unless otherwise expressly stated in the terms of the Offer, no performance target shall be attached to any Option.</p>
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	<p>(b) <u>If the Grantee ceases to be a Participant for reason of his or her retirement in accordance with his or her contract of employment and none of the events for termination of employment under section 7.1(d) then exists with respect to such Grantee, or for any reason (including but not limited to voluntary resignation of a Grantee) other than (i) his or her death, ill-health or retirement in accordance with his or her contract of employment or (ii) on one or more of the grounds of termination of employment or engagement specified in section 7.1(d) below, before exercising the Option in full, the Board may in its absolute discretion, in consideration of the future or continuous contribution of such Grantee, decide to permit any unvested Options of the Grantee as at the date of cessation of being a Participant shall continue to vest and be exercised in accordance with the terms on which they are granted until and/or to the extent the Board may otherwise determine, provided always that such period shall not be longer than the Option Period.</u></p>
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<p>4.2 Each grant of Options to any director, chief executive or Substantial Shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive directors of the Company (excluding any independent non-executive director who is a proposed recipient of the grant of Options). Where any grant of Options to an independent non-executive director or a Substantial Shareholder of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued in respect of all Options and awards granted (excluding any Options lapsed in accordance with the terms of the Schemes) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue, such further grant of Options shall be subject to prior approval by the Shareholders (voting by way of poll) in general meeting.</p> <p>The Company shall send a circular to its Shareholders no later than the date on which the Company gives notice of the general meeting to approve this Scheme. The relevant Participant, his/her associates and all core connected persons of the Company shall abstain from voting at such general meeting, except that such person may vote against the relevant resolution at the general meeting provided that his/her intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith.</p>	<p>4.2 Each grant of Options to any director, chief executive or Substantial Shareholder of the Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive directors of the Company (excluding any independent non-executive director who is a proposed recipient of the grant of Options). Where any grant of Options to an independent non-executive director or a Substantial Shareholder of the Company (or any of their respective associates) would result in the number of Shares issued and to be issued in respect of all Optionsoptions and awards granted (excluding any Optionsoptions and awards lapsed in accordance with the terms of the Schemesschemes of the Company) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue, such further grant of Options shall be subject to prior approval by the Shareholders (voting by way of poll) in general meeting.</p> <p>The Company shall send a circular to its Shareholders no later than the date on which the Company gives notice of the general meeting to approve this Scheme. The relevant Participant, his/her associates and all core connected persons of the Company shall abstain from voting at such general meeting, except that such person may vote against the relevant resolution at the general meeting provided that his/her intention to do so has been stated in the circular to be sent to the Shareholders in connection therewith.</p>
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<p>4.5 No Offer shall be made and no Option shall be granted to any Participant in circumstances prohibited by the Listing Rules or at a time when the Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or laws. No offer shall be made and no Option shall be granted to any Participants after inside information has come to the knowledge of the Company until (and including) the trading day after such inside information has been published in an announcement in accordance with the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of:</p> <p>(a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of the Company's quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules); and</p> <p>(b) the deadline for the Company to publish an announcement of its quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules),</p> <p>and ending on the date of the results announcement, no Option may be granted. Such period will also cover any period of delay in the publication of any results announcement.</p>	<p>4.5 No Offer shall be made and no Option shall be granted to any Participant in circumstances prohibited by the Listing Rules or at a time when the Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or laws. No offerOffer shall be made and no Option shall be granted to any Participants after inside information has come to the knowledge of the Company until (and including) the trading day after such inside information has been published in an announcement in accordance with the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of:</p> <p>(a) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the requirements of the Listing Rules) for the approval of the Company's quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules); and</p> <p>(b) the deadline for the Company to publish an announcement of its quarterly, interim or annual results or its results for any other interim period (whether or not required under the Listing Rules),</p> <p>and ending on the date of the results announcement, no Option may be granted. Such period will also cover any period of delay in the publication of any results announcement.</p>
<p>4.9 Any trustee holding unvested Shares, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.</p>	<p>4.9 Any trustee holding unvested Shares <u>(if any)</u>, whether directly or indirectly, shall abstain from voting on matters that require Shareholders' approval under the Listing Rules, unless otherwise required by law to vote in accordance with the beneficial owner's direction and such a direction is given.</p>

<p>6.4 Subject to the terms and conditions upon which such Option was granted, an Option may be exercised by the Grantee at any time during the Option Period, provided that:</p> <p>(a) in the event the Grantee ceases to be a Participant for reason of his or her death, ill-health or retirement in accordance with his or her contract of employment, before exercising the Option in full and none of the events for termination of employment under section 7.1(d) then exists with respect to such Grantee, the personal representative(s) of the Grantee or the Grantee (as the case may be) shall be entitled to exercise the Option (to the extent not already exercised), in whole or in part, up to the entitlement of such Grantee as at the date of death or the date of cessation due to ill-health or retirement within a period of 12 months from such date of death or cessation;</p>	<p>6.4 Subject to the terms and conditions upon which such Option was granted, an Option may be exercised by the Grantee at any time during the Option Period, provided that:</p> <p>(a) in the event the Grantee ceases to be a Participant for reason of his or her death, or ill-health or retirement in accordance with his or her contract of employment, before exercising the Option in full and none of the events for termination of employment under section 7.1(d) then exists with respect to such Grantee, the personal representative(s) of the Grantee or the Grantee (as the case may be) shall be entitled to exercise the <u>exercisable</u> Option (to the extent not already exercised), in whole or in part, up to the entitlement of such Grantee as at the date of death or the date of cessation due to ill-health or retirement within a period of 12 months from<u>after</u> such date of death or cessation;</p> <p>(aa) <u>unless as otherwise determined by the Board in accordance with section 4.1(b), in the event the Grantee ceases to be a Participant for reason of his or her retirement in accordance with his or her contract of employment, before exercising the Option in full and none of the events for termination of employment under section 7.1(d) then exists with respect to such Grantee the Grantee shall be entitled to exercise the exercisable Option (to the extent not already exercised), in whole or in part, up to the entitlement of such Grantee as at the date of cessation due to retirement within a period of 12 months (or such longer period as the Board may determine, in consideration of the future or continuous contribution of such Grantee, provided always that such period shall not be longer than the Option Period) after such date of cessation. The date of cessation of employment of a Grantee (being an employee and who may or may not be a director of any member of the Group) shall be the last actual working day on which the Grantee was physically at work with the relevant member of the Group;</u></p>
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<p>(b) in the event a Grantee (being an employee or a director of any member of our Group) ceases to be a Participant for any reason (including but not limited to voluntary resignation of a Grantee) other than (i) his or her death, ill-health or retirement in accordance with his or her contract of employment or (ii) on one or more of the grounds of termination of employment or engagement specified in section 7.1(d) below, before exercising the Option in full, the Grantee shall have the right to exercise those Options then already vested in accordance with the terms of this Scheme (to the extent not already exercised) at any time prior to or on the date of expiry of three (3) months period after the date of cessation unless the Board otherwise determines, in which event the Option shall be exercisable, in whole or in part, to the extent and within such period as the Board may determine. The date of cessation of employment of a Grantee (being an employee and who may or may not be a director of any member of the Group) shall be the last actual working day on which the Grantee was physically at work with the relevant member of the Group, whether salary is paid in lieu of notice or not;</p>	<p>(b) <u>unless as otherwise determined by the Board in accordance with section 4.1(b), in the event a Grantee (being an employee or a director of any member of our Group) ceases to be a Participant for any reason (including but not limited to voluntary resignation of a Grantee) other than (i) his or her death, ill-health or retirement in accordance with his or her contract of employment or (ii) on one or more of the grounds of termination of employment or engagement specified in section 7.1(d) below, before exercising the Option in full, the Grantee shall have the right to exercise those the exercisable Options—then already vested in accordance with the terms of this Scheme (to the extent not already exercised)—at any time prior to or on the date of expiry of three (3) months period, in whole or in part, up to his/her entitlement at the date of cessation of being a Participant within a period of three (3) months (or such longer period as the Board may determine, in consideration of the future or continuous contribution of such Grantee, provided always that such period shall not be longer than the Option Period) after such date of cessation—unless the Board otherwise determines, in which event the Option shall be exercisable, in whole or in part, to the extent and within such period as the Board may determine.</u> The date of cessation of employment of a Grantee (being an employee and who may or may not be a director of any member of the Group) shall be the last actual working day on which the Grantee was physically at work with the relevant member of the Group, whether salary is paid in lieu of notice or not;</p>
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<p>6.5 Upon the occurrence of any of the events referred to in sections 6.3(c), (d), (e) and (f), the Company may in its discretion and notwithstanding the terms of the relevant Option also give notice to a Grantee that his or her Option may be exercised at any time within such period as shall be notified by the Company and/or to the extent (not being more than the extent to which it could then be exercised in accordance with its terms) notified by the Company. If the Company gives such notice that any Option shall be exercised in part only, the balance of the Option shall lapse.</p>	<p>6.5 Upon the occurrence of any of the events referred to in sections 6.3<u>6.34</u>(c), (d), (e) and (f), the Company may in its discretion and notwithstanding the terms of the relevant Option also give notice to a Grantee that his or her Option may be exercised at any time within such period as shall be notified by the Company and/or to the extent (not being more than the extent to which it could then be exercised in accordance with its terms) notified by the Company. If the Company gives such notice that any Option shall be exercised in part only, the balance of the Option shall lapse.</p>
<p>7.1 An Option shall lapse automatically (to the extent not already exercised) on the earliest of:</p> <p>...</p> <p>(b) the date or the expiry of any of the periods for exercising the Option as referred to in sections 6.3(a) to 6.3(f);</p> <p>...</p> <p>(g) unless the Board otherwise determines, and other than in the circumstances referred to in sections 6.3(a) or (b), the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.</p>	<p>7.1 An Option shall lapse automatically (to the extent not already exercised) on the earliest of:</p> <p>...</p> <p>(b) the date or the expiry of any of the periods for exercising the Option as referred to in sections 6.3<u>6.34</u>(a) to 6.3<u>6.34</u>(f);</p> <p>...</p> <p>(g) unless the Board otherwise determines, and other than in the circumstances referred to in sections 6.3<u>6.34</u>(a), (b)<u>(aa)</u> or (b), the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.</p>

<p>8.6 Where any grant of Options to a Participant would result in the Shares issued and to be issued in respect of all Options and awards granted to such person (excluding any Options lapsed in accordance with the terms of the Scheme) in any 12-month period up to and including the Date of Grant representing in aggregate over 1% of the Shares in issue (the “Individual Limit”), such Grant shall be subject to separate approval of the Shareholders in general meeting with such Participant and his/her close associates (or associates if the Participant is a connected person) abstaining from voting. A circular shall be sent to the Shareholders disclosing the identity of the Participant, the number and terms of the Options to be granted (and those Options and awards previously granted to such Participant in the 12-month period), the purpose of granting Options to the Participant, an explanation as to how the terms of the Options serve such purpose, and all other information as required under the Listing Rules. The number and terms of the Options to be granted to such Participant shall be fixed before Shareholders’ approval and the date of the Board meeting for proposing such further grant shall be the Date of Grant for the purpose of calculating the Subscription Price.</p>	<p>8.6 Where any grant of Options to a Participant would result in the Shares issued and to be issued in respect of all Options and awards granted to such person (excluding any Options lapsed in accordance with the terms of the Scheme) in any 12-month period up to and including the Date of Grant representing in aggregate over 1% of the Shares in issue (the “Individual Limit”), such Grant shall be subject to separate approval of the Shareholders in general meeting with such Participant and his/her close associates (or associates if the Participant is a connected person) abstaining from voting. A circular shall be sent to the Shareholders disclosing the identity of the Participant, the number and terms of the Options to be granted (and those Options and awards previously granted to such Participant in the 12-month period), the purpose of granting Options to the Participant, an explanation as to how the terms of the Options serve such purpose, and all other information as required under the Listing Rules. The number and terms of the Options to be granted to such Participant shall be fixed before Shareholders’ approval and the date of the Board meeting for proposing such further grant shall be the Date of Grant for the purpose of calculating the Subscription Price.</p>
<p>13.1 This Scheme shall not form part of any contract of employment between the Company or any Subsidiary and any Grantee, and the rights and obligations of any such Grantee under the terms of his or her office or employment shall not be affected by his or her participation in this Scheme and this Scheme shall afford such Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.</p>	<p>13.1 This Scheme shall not form part of any contract of employment between the Company or any Subsidiary <u>subsidiary</u> and any Grantee, and the rights and obligations of any such Grantee under the terms of his or her office or employment shall not be affected by his or her participation in this Scheme and this Scheme shall afford such Grantee no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason.</p>
<p>13.4 Any notice or other communication between the Company and a Grantee may be given by sending the same by electronic mail, prepaid post or by personal delivery to, in the case of the Company, hr-hk@orbusneich.com (in the case of electronic mail), its principal place of business in Hong Kong or such other address as notified to the Grantee from time to time and, in the case of the Grantee, his or her electronic mail address or address as notified to the Company from time to time.</p>	<p>13.4 Any notice or other communication between the Company and a Grantee may be given by sending the same by electronic mail, prepaid post or by personal delivery to, in the case of the Company, hr-hk@orbusneich.com (in the case of electronic mail), its principal place of business <u>corporate headquarters</u> in Hong Kong or such other address as notified to the Grantee from time to time and, in the case of the Grantee, his or her electronic mail address or address as notified to the Company from time to time.</p>

<p>13.5 Any notice or other communication served by post:</p> <p>(a) by the Company shall be deemed to have been served 24 hours after the same was put in the post; and</p> <p>(b) by the Grantee shall not be deemed to have been received until the same shall have been received by the Company.</p> <p>Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company. Any notice or other communication served by personal delivery shall be deemed to have been received when delivered. Any notice or other communication sent by electronic mail shall be deemed to have been served on the date sent to the electronic mail address.</p>	<p>13.5 Any notice or other communication served by post:</p> <p>(a) by the Company shall be deemed to have been served 24<u>2448</u> hours after the same was put in the post <u>or if delivered by hand, when delivered, or if sent by electronic mail, shall be deemed to have been served on the day on which the same is transmitted to the Grantee if no delivery failure notification has been received by the Company within 24 hours after the transmission;</u> and</p> <p>(b) by the Grantee shall not be deemed to have been received until the same shall have been <u>actually</u> received by the Company.</p> <p>Any notice or other communication if sent by the Grantee shall be irrevocable and shall not be effective until actually received by the Company. Any notice or other communication served by personal delivery shall be deemed to have been received when delivered. Any notice or other communication sent by electronic mail shall be deemed to have been served on the date sent to the electronic mail address.</p>
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OrbusNeich Medical Group Holdings Limited

業聚醫療集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 6929)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the annual general meeting (the “**Meeting**”) of OrbusNeich Medical Group Holdings Limited (the “**Company**”) will be held at Multi-function Room 2–3, 2/F, Building 17W, Science Park West Avenue, Hong Kong Science Park, Hong Kong on Thursday, June 6, 2024 at 11:00 a.m. for the following purposes:

1. To receive, consider and adopt the audited consolidated financial statements of the Company and its subsidiaries, and the reports of the directors (the “**Director(s)**”) and the independent auditor of the Company for the year ended December 31, 2023.
2. To consider and approve, each as a separate resolution, if thought fit, the following resolutions:
 - (a) To re-elect Mr. Ching Chung John CHOW as a non-executive Director.
 - (b) To re-elect Mr. Yip Keung CHAN as an independent non-executive Director.
 - (c) To re-elect Mr. Ka Keung LAU *BBS, MH, JP* as an independent non-executive Director.
 - (d) To re-elect Dr. Lai Fan Gloria TAM as an independent non-executive Director.
 - (e) To authorize the board of directors (the “**Board**”) of the Company to fix the Director’s remuneration.
3. To re-appoint PricewaterhouseCoopers as the auditor of the Company and to authorize the Board to fix its remuneration.
4. To approve and declare the payment of a final dividend of HK10 cents per share out of the share premium account of the Company for the year ended December 31, 2023;

NOTICE OF ANNUAL GENERAL MEETING

5. To consider and, if thought fit, pass, with or without amendments, the following resolution as ordinary resolution:

“**THAT:** the proposed amendments to the Post-IPO Share Option Scheme proposed by the Board, a copy of which has been produced to the Annual General Meeting marked “A” and signed by the chairman of the Annual General Meeting for the purpose of identification, be and is hereby approved and adopted in all respects, and the Directors be and are hereby authorized to do all such acts and execute all such documents as he/she may deem necessary or expedient in order to give full effect to the amendments to the Post-IPO Share Option Scheme.”

6. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution:

(a) “**THAT:**

- (i) subject to paragraph (iii) of this resolution, and pursuant to the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”), the exercise by the Directors during the Relevant Period (as hereinafter defined) on all the powers of the Company to allot, issue or otherwise deal with additional shares in the share capital of the Company and to make or grant offers, agreements and options which would or might require the exercise of such powers, be and the same is hereby generally and unconditionally approved;
- (ii) the approval in paragraph (i) of this resolution shall authorize the Directors during the Relevant Period (as hereinafter defined) to make or grant offers, agreements and options which would or might require the exercise of such powers after the end of the Relevant Period;
- (iii) the aggregate nominal amount of share capital allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) and issued by the Directors pursuant to the approval in paragraph (i) of this resolution, otherwise than by way of (a) Rights Issue (as hereinafter defined); or (b) the exercise of or the grant of any option under any share option scheme of the Company or similar arrangement for the time being adopted for the issue or grant to officers and/or employees of the Company and/or any of its subsidiaries of shares or options to subscribe for or rights to acquire shares of the Company; or (c) any scrip dividend or similar arrangement providing for the allotment of shares in lieu of the whole or part of a dividend on shares in accordance with the articles of association of the Company (the “**Articles of Association**”) in force from time to time, shall not exceed 20% of the total number of issued shares of the Company in issue as of the date of passing of this resolution and the said approval be limited accordingly; and

NOTICE OF ANNUAL GENERAL MEETING

(iv) for the purposes of this resolution:

“**Relevant Period**” means the period from the passing of this resolution until whichever is the earliest of:

- (1) the conclusion of the next annual general meeting of the Company;
- (2) the expiration of the period within which the next annual general meeting of the Company is required by any applicable laws or the Articles of Association to be held; and
- (3) the date on which such authority is varied or revoked by an ordinary resolution of the Shareholders in a general meeting.

“**Rights Issue**” means an offer of shares in the share capital of the Company or an offer or issue of warrants or options or similar instruments to subscribe for shares in the share capital of the Company open for a period fixed by the Directors to holders of shares whose names appear on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares in the Company (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements, or having regard to any restrictions or obligations under the laws of, or the requirements of, or the expense or delay which may be involved in determining the existence or extent of any restrictions or obligations under the laws of, or the requirements of, any jurisdiction applicable to the Company, or any recognized regulatory body or any stock exchange applicable to the Company).”

(b) “**THAT:**

- (i) subject to paragraph (ii) of this resolution, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to repurchase issued shares in the share capital of the Company on the Stock Exchange or any other stock exchange on which the shares of the Company may be listed and recognized by the Securities and Futures Commission of Hong Kong (the “**SFC**”) and the Stock Exchange for such purpose, and otherwise in accordance with the rules and regulations of the SFC, the Stock Exchange or of any other stock exchange as amended from time to time, and all applicable laws in this regard, be and the same is hereby generally and unconditionally approved;

NOTICE OF ANNUAL GENERAL MEETING

(ii) the aggregate nominal amount of issued shares of the Company which may be repurchased by the Company pursuant to the approval in paragraph (i) of this resolution during the Relevant Period shall not exceed 10% of the total number of issued shares of the Company as of the date of passing of this resolution and the said approval shall be limited accordingly; and

(iii) for the purpose of this Resolution:

“**Relevant Period**” means the period from the passing of this resolution until whichever is the earliest of:

- (1) the conclusion of the next annual general meeting of the Company;
- (2) the expiration of the period within which the next annual general meeting of the Company is required by any applicable laws or the Articles of Association to be held; and
- (3) the date on which such authority is varied or revoked by an ordinary resolution of the Shareholders in a general meeting.”

SPECIAL RESOLUTION

7. As special business to consider and, if thought fit, pass, the following resolution as a special resolution:

“**THAT** (i) the existing amended and restated articles of association of the Company be amended in the manner as set out in appendix III of the circular of the Company dated April 19, 2024 (the “**Circular**”); (ii) the second amended and restated articles of association of the Company in the form produced to the Annual General Meeting (the “**New Articles of Association**”), a copy of which has been produced to the Annual General Meeting marked “**B**” and signed by the chairman of the Annual General Meeting for the purpose of identification, which incorporates and consolidates all the proposed amendments as set out in appendix III of the Circular, be approved and adopted in substitution for and to the exclusion of the existing amended and restated articles of association of the Company with immediate effect; and (iii) any one of the Directors, the company secretary or the registered office provider of the Company be and is hereby authorised to do all such acts, and things and execute all such documents and make all such arrangements that he/she/it shall in his/her/its absolute discretion, deem necessary or expedient to give effect to the proposed adoption of the New Articles of Association, including without limitation, attending to the necessary registration and/or filings of the New Articles of Association and all requisite documents for and on behalf of the Company and to make each filing in Hong Kong that is necessary in connection with this resolution, and the Company’s registered office provider be and is hereby authorized and instructed to make each

NOTICE OF ANNUAL GENERAL MEETING

filing with the Registrar of Companies in the Cayman Islands that is necessary in connection with this resolution.”

Yours faithfully,
For and on behalf of the Board
OrbusNeich Medical Group Holdings Limited
Mr. David CHIEN
Chairman, Executive Director and Chief Executive Officer

Hong Kong, April 19, 2024

Notes:

1. All resolutions at the Meeting will be taken by poll (except where the chairman decides to allow a resolution relating to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”). The results of the poll will be published on the websites of The Stock Exchange of Hong Kong Limited and the Company in accordance with the Listing Rules.
2. Any shareholder of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy/more than one proxy to attend and on a poll, vote instead of him/her. A proxy need not be a shareholder of the Company. If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified in the relevant form of proxy. Every shareholder present in person or by proxy shall be entitled to one vote for each share held by him/her.
3. In the case of joint holders of shares, any one of such joint holders may vote, either in person or by proxy, in respect of such shares as if it/he/she were solely entitled thereto, but if more than one of such joint holders are present at the above meeting, personally or by proxy, that one of the said persons so present whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof.
4. In order to be valid, the form of proxy together with the power of attorney or other authority, if any, under which it is signed or a certified copy of that power of attorney or authority, must be deposited at the Company’s share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for the Meeting or the adjourned meeting thereof. Accordingly, this form of proxy must be delivered to the Company’s share registrar in Hong Kong no later than 11:00 a.m. on Tuesday, June 4, 2024 (Hong Kong time). Completion and return of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the Meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

NOTICE OF ANNUAL GENERAL MEETING

5. For determining the entitlement to attend and vote at the Meeting, the register of members of the Company will be closed from Monday, June 3, 2024 to Thursday, June 6, 2024, both days inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the Meeting, all transfers of shares, accompanied by the relevant share certificates, must be lodged with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration not later than 4:30 p.m. on Friday, May 31, 2024 (Hong Kong Time), being the last registration date.

For the purpose of determining Shareholders who qualify for the final dividend, the register of members of the Company will be closed from Thursday, June 13, 2024 to Monday, June 17, 2024, both days inclusive. In order to qualify for the final dividend, all transfer documents should be lodged for registration with the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for registration not later than 4:30 p.m. on Wednesday, June 12, 2024.

6. References to time and dates in this notice are to Hong Kong time and dates.

As of the date of this notice, the Board comprises Mr. David CHIEN, Ms. Kwai Ching Denise LAU and Mr. Wing Shing CHEN as Executive Directors; Mr. Ching Chung John CHOW, Mr. Ting San Peter Lionel LEUNG and Dr. Yi ZHOU as Non-Executive Directors; and Mr. Yip Keung CHAN, Mr. Ka Keung LAU BBS, MH, JP and Dr. Lai Fan Gloria TAM as Independent Non-executive Directors.