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**Jiangxi Rimag Group Co., Ltd.**  
**江西一脈陽光集團股份有限公司**

*(A joint stock company incorporated in the People's Republic of China with limited liability)*  
**(Stock Code: 2522)**

## **CONNECTED TRANSACTION PROVISION OF FINANCIAL ASSISTANCE**

### **BACKGROUND**

The Board announces that on February 12, 2026, the Company (as the lender) entered into the Loan Facility Agreement with Rimag Yuntai and Wuhan Ronggongshe (as the borrowers). Pursuant to the agreement, the Company will provide a credit facility of an aggregate amount of not exceeding RMB44 million to Rimag Yuntai and Wuhan Ronggongshe. The facility represents the total withdrawal limit for Rimag Yuntai and Wuhan Ronggongshe.

### **LISTING RULES IMPLICATIONS**

As at the date of this announcement, Rimag Yuntai is owned as to 51% and 49% directly by the Company and Shanghai Ronggongshe, respectively. Mr. CHEN Zhaoyang is the chairman of the Board, an executive Director and the chief executive officer of the Company. Mr. CHEN Zhaoyang is able to exercise 10% or more of the voting rights at Rimag Yuntai through Shanghai Ronggongshe, and therefore Rimag Yuntai constitutes a connected subsidiary of the Company under Rule 14A.16 of the Listing Rules. Wuhan Ronggongshe is owned as to 51% and 49% directly by Ganjiang Rimag, a wholly-owned subsidiary of the Company, and Shanghai Ronggongshe, respectively. Mr. CHEN Zhaoyang is able to exercise 10% or more of the voting rights at Wuhan Ronggongshe through Shanghai Ronggongshe, and therefore Wuhan Ronggongshe constitutes a connected subsidiary of the Company under Rule 14A.16 of the Listing Rules. Accordingly, the provision of financial assistance by the Company to Rimag Yuntai and Wuhan Ronggongshe constitutes a connected transaction of the Company.

Pursuant to Rule 14A.81 of the Listing Rules, a series of connected transactions will be aggregated and treated as a single transaction if they are all entered into or completed within a 12-month period or are otherwise related. As the counterparties of the Financial Assistance and the Previous Financial Assistance are both Rimag Yuntai and Wuhan Ronggongshe, and the nature of the transactions is similar, the transactions shall be aggregated. As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Financial Assistance, when calculated on a standalone basis and when aggregated with the Previous Financial Assistance, is more than 0.1% but less than 5%, the Financial Assistance is subject to the reporting and announcement requirements but exempt from the circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

## BACKGROUND

Reference is made to the announcement of the Company dated December 15, 2025 in relation to the entering into of the maximum guarantee agreements with XW Bank by the Company and Shanghai Ronggongshe, respectively. Pursuant to the respective agreements, each of the Company and Shanghai Ronggongshe will provide a joint and several liability guarantee in respect of a credit facility of an aggregate amount of not exceeding RMB50 million to be granted by XW Bank to Rimag Yuntai and Wuhan Ronggongshe (the "**Previous Financial Assistance**").

The Board announces that on February 12, 2026, the Company (as the lender) entered into the Loan Facility Agreement with Rimag Yuntai and Wuhan Ronggongshe (as the borrowers). Pursuant to the agreement, the Company will provide a credit facility of an aggregate amount of not exceeding RMB44 million to Rimag Yuntai and Wuhan Ronggongshe (the "**Financial Assistance**"). The facility represents the total withdrawal limit for Rimag Yuntai and Wuhan Ronggongshe.

## THE LOAN FACILITY AGREEMENT

The principal terms of the Loan Facility Agreement are summarized as follows:

**Parties:** The Company (as the lender);

Rimag Yuntai (as the borrower); and

Wuhan Ronggongshe (as the borrower).

**Credit facility:** The total credit facility shall not exceed RMB44 million.

**Loan interest rate and payment of interest:**

The annual interest rate for the loans under the Loan Facility Agreement shall not exceed 6%. Monthly interest rate = annual interest rate/12; daily interest rate = monthly interest rate/30. The specific interest rate for each single loan may be specified by the parties in the “Drawdown Confirmation”, and the parties shall apply the interest rate as confirmed.

Interest calculation formula for the loans: Interest for a single loan = Interest rate as agreed in the “Drawdown Confirmation” × Actual disbursement amount of such loan × Days of fund occupancy. The number of days of fund occupancy shall be calculated from the date when the lender actually pays the loan to the borrower until the date when the borrower actually repays the loan principal to the lender.

The borrower shall pay all agreed interest generated under a loan in one lump sum while making the repayment of the principal of such loan to the lender. For the avoidance of doubt, with the lender’s consent for early repayment by the borrower, the interest on the loan shall be calculated up to the date on which the borrower actually repays all the principal of the loan, and the accrued but unpaid interest shall be paid together with the principal.

**Drawdown period and term of single loan:**

The drawdown period under the Loan Facility Agreement shall be from the date of execution of the Loan Facility Agreement until December 29, 2028.

The loan term for each drawdown by the borrower shall not exceed 36 months, commencing from the date on which the loan is actually released by the lender.

**Overdue repayment:**

If the borrower fails to repay the loan principal and interest to the lender in full and on time as agreed in the Loan Facility Agreement, in addition to the continued payment of loan interest, the borrower shall, from the date of overdue, pay penalty interest on the overdue payment to the lender based on the outstanding loan principal. The penalty interest rate for overdue loans shall be calculated based on 4 times the one-year loan prime rate (LPR) published by the National Interbank Funding Center as authorized by the People’s Bank of China. The penalty interest shall be calculated up to the date on which the borrower actually settles all principal.

## **INFORMATION ON THE PARTIES**

### **Information on the Group**

The Group is a leading medical group specialized in medical imaging in China and the only operator and manager of a medical imaging platform that provides diversified imaging services and value to the entire medical imaging industry chain in China. The Group is principally engaged in the provision of imaging center services, imaging solution services and Rimag Cloud services.

### **Information on Wuhan Ronggongshe**

Wuhan Ronggongshe is a company incorporated under the laws of the PRC with limited liability and is principally engaged in the wholesale and retail of Class I, II, and III medical devices in the medical device trade fields such as hemodialysis, imaging, orthopedics, stomatology, ophthalmology, and obstetrics, and supply chain management, as well as computer technical services. It empowers the development of the medical device industry chain and enjoys a degree of influence and market share in the medical device supply chain business. As at the date of this announcement, the ultimate beneficial owners of Wuhan Ronggongshe are the Company and Mr. CHEN Zhaoyang.

### **Information on Rimag Yuntai**

Rimag Yuntai is a company incorporated under the laws of the PRC with limited liability and is principally engaged in the sales and leasing of medical devices, as well as imaging solutions services of the Group. As at the date of this announcement, the ultimate beneficial owners of Rimag Yuntai are the Company and Mr. CHEN Zhaoyang.

## **REASONS FOR AND BENEFITS OF ENTERING INTO THE LOAN FACILITY AGREEMENT**

The provision of the loan facility by the Company to its subsidiaries aims to provide necessary financial support for the development of their empowerment solution services business, satisfy the capital requirements for business operations and expansion, promote the steady growth in business scale, and further strengthen and consolidate their competitive advantages in the market.

The Directors (including the independent non-executive Directors) are of the view that the terms of the Loan Facility Agreement are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole. Mr. CHEN Zhaoyang, who has a material interest in the Loan Facility Agreement and the transactions contemplated thereunder, has abstained from voting on the Board resolution for considering and approving the provision of financial assistance to Rimag Yuntai and Wuhan Ronggongshe.

## **LISTING RULES IMPLICATIONS**

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respectively. Mr. CHEN Zhaoyang is able to exercise 10% or more of the voting rights at Wuhan Ronggongshe through Shanghai Ronggongshe, and therefore Wuhan Ronggongshe constitutes a connected subsidiary of the Company under Rule 14A.16 of the Listing Rules. Accordingly, the provision of financial assistance by the Company to Rimag Yuntai and Wuhan Ronggongshe constitutes a connected transaction of the Company.

Pursuant to Rule 14A.81 of the Listing Rules, a series of connected transactions will be aggregated and treated as a single transaction if they are all entered into or completed within a 12-month period or are otherwise related. As the counterparties of the Financial Assistance and the Previous Financial Assistance are both Rimag Yuntai and Wuhan Ronggongshe, and the nature of the transactions is similar, the transactions shall be aggregated. As the highest applicable percentage ratio (as defined in Rule 14.07 of the Listing Rules) in respect of the Financial Assistance, when calculated on a standalone basis and when aggregated with the Previous Financial Assistance, is more than 0.1% but less than 5%, the Financial Assistance is subject to the reporting and announcement requirements but exempt from the circular and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

## **DEFINITIONS**

In this announcement, the following expressions have the meanings set out below unless the context requires otherwise:

“Board”	the board of Directors of the Company
“China” or “PRC”	the People’s Republic of China, which for the purpose of this announcement and for geographical reference only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“Company” or “our Company”	Jiangxi Rimag Group Co., Ltd. (江西一脈陽光集團股份有限公司), a joint stock company with limited liability established in the PRC and the H Shares of which are listed on the Stock Exchange (stock code: 2522)
“connected person(s)”	has the meaning ascribed to it in the Listing Rules
“connected subsidiary(ies)”	has the meaning ascribed to it in the Listing Rules
“Director(s)”	the director(s) of the Company
“Ganjiang Rimag”	Jiangxi Ganjiang New Area Rimag Health Management Limited (江西贛江新區一脈陽光健康管理有限公司), a wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“H Share(s)”	overseas listed foreign ordinary share(s) in the share capital of our Company with nominal value of RMB1.00 each, which are listed and traded on the Stock Exchange

“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“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
“Loan Facility Agreement”	the Loan Facility Agreement entered into among the Company, Rimag Yuntai and Wuhan Ronggongshe on February 12, 2026
“Rimag Yuntai”	Beijing Rimag Yuntai Medical Devices Co., Ltd. (北京一脈雲泰醫療器械有限公司)
“RMB”	Renminbi, the lawful currency of the PRC
“Shanghai Ronggongshe”	Shanghai Ronggongshe Fanghou Technology Limited (上海融公社芳侯科技有限公司)
“Share(s)”	ordinary shares in the share capital of our Company with a nominal value of RMB1.00 each, including unlisted shares and H Shares
“Shareholder(s)”	holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed thereto under the Listing Rules
“Wuhan Ronggongshe”	Wuhan Ronggongshe Medical Equipment Co., Ltd. (武漢融公社醫療器械有限公司)
“%”	per cent

By order of the Board  
**Jiangxi Rimag Group Co., Ltd.**  
**Mr. CHEN Zhaoyang**  
*Chairman of the Board, Executive Director and Chief Executive Officer*

Hong Kong, February 12, 2026

*As of the date of this announcement, the Board comprises Mr. CHEN Zhaoyang, Ms. HE Yingfei, Mr. FENG Xie and Mr. LI Feiyu as executive Directors, Mr. LIU Senlin and Mr. GUO Tao as non-executive Directors, and Mr. WU Xiaohui, Mr. LUO Yi and Ms. CHEN Yifei as independent non-executive Directors.*