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## **Distinct Healthcare Holdings Limited**

**卓正医疗控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2677)**

### **VOLUNTARY ANNOUNCEMENT ADOPTION OF 2026 SHARE AWARD SCHEME**

#### **ADOPTION OF THE 2026 SHARE AWARD SCHEME**

The Board is pleased to announce that on May 13, 2026, the Company has adopted the Scheme, which is funded solely by existing Shares and does not involve the issue of any new Shares. The Scheme shall be valid and effective for a term of 10 years from the Adoption Date and the maximum amount of Awards that can be granted under the Scheme is 1,500,000 Shares. The Trustee shall, upon the instructions of the Board, purchase Shares from the secondary market in accordance with the Share Rules and Trust Deed to satisfy the exercise of the Awards.

The purposes of the Scheme are to (i) recognise the contributions of certain Eligible Participants and provide them with additional incentives to achieve performance goals, with a view to achieving the objectives of increasing the value of the Company; and (ii) attract suitable personnel for the further development of the Group.

#### **LISTING RULES IMPLICATIONS**

The Scheme is funded solely by existing Shares pursuant to Rule 17.01(1)(b) of the Listing Rules and does not constitute a scheme involving the issue of new shares as referred to in Rule 17.01(1)(a) of the Listing Rules. Therefore, no Shareholders' approval is required to adopt the Scheme and this announcement is made on a voluntary basis.

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## **Purposes**

The purposes of the Scheme are to (i) recognise the contributions of certain Eligible Participants and provide them with additional incentives to achieve performance goals, with a view to achieving the objectives of increasing the value of the Company; and (ii) attract suitable personnel for the further development of the Group.

## **Duration of the Scheme**

Subject to any early termination determined by the Board pursuant to the Scheme Rules, the Scheme shall be valid and effective for 10 years commencing on the Adoption Date, after which no further Awards will be granted (the “**Trust Period**”).

Upon termination of the Scheme: (i) no further Awards may be granted; (ii) all Awarded Shares previously granted to Selected Participants shall continue to be held by the Trustee and shall vest and remain exercisable in accordance with the conditions of the Award and the Scheme Rules; and (iii) all remaining Shares in the Trust Fund (other than Awarded Shares that are subject to vesting or exercise by the Selected Participants) shall be disposed of by the Trustee in accordance with the Trust Deed.

## **Acquisition of Shares by the Trustee**

For the purpose of funding the grant of Awarded Shares, the Board may from time to time cause a Contributed Amount to be paid to the Trust. When the Board instructs the Trustee to purchase Shares on the Stock Exchange, it shall specify the maximum amount of funds to be used and the price range for such purchases. The Trustee shall not exceed the maximum amount of funds so specified or purchase Shares at a price that is outside of the specified price range without the prior written consent of the Board.

## **Eligible Participants**

Pursuant to the Scheme, any Eligible Participant is eligible to participate in and be granted Awards under the Scheme.

## **Administration**

The Scheme shall be administered by the Board and the Trustee in accordance with the Scheme Rules and the Trust Deed. Any decision of the Board made in accordance with the Scheme Rules shall be final and binding on all parties.

To the extent permissible under the Listing Rules and other applicable laws and regulations, the Board may delegate any of the Board’s authority and responsibility under the Scheme Rules and the Trust Deed to another committee of the Board or to one or more officers of the Company.

Subject to the Scheme Rules and applicable laws and regulations, the Board shall have the power to: (i) construe and interpret the Scheme Rules and Award terms; (ii) select Eligible Participants and grant Awards; (iii) determine the Award terms and conditions; and (iv) take such other steps as necessary to give effect to the Scheme Rules.

## **Scheme Limit**

The Board shall not make any further grant of Awarded Shares that would cause the aggregate number of Shares awarded under the Scheme to exceed 1,500,000 Shares, subject to adjustment pursuant to the Scheme Rules in the event of any alteration in the Company's capital structure (the "**Scheme Limit**").

For the purposes of calculating the Scheme Limit, Awards that have lapsed or been cancelled in accordance with the Scheme Rules shall not be regarded as utilised. Such lapsed or cancelled Awards shall be available for re-grant to any Eligible Participant.

## **Grant of Award**

Subject to the Scheme Rules, the Board may, at its sole and absolute discretion, select any Eligible Participant (other than any Excluded Participant) as a Selected Participant and grant an Award subject to such terms and conditions determined by the Board.

The Board shall procure the Company and the Eligible Participant to execute a written instrument (the "**Grant Instrument**") setting out the Awarded Interests, any vesting conditions attaching to the grant, the Exercise Price per Awarded Share (if any), and the Exercise Period (if applicable).

Any Award granted to any connected person(s) of the Company must comply with the Listing Rules and any applicable laws and regulations.

## **Vesting of Awarded Interest**

Save as determined by the Board and provided in the Grant Instrument, there is no performance target stipulated under the Scheme Rules which a Selected Participant is required to achieve before any Awarded Interests can be vested. However, the Board may, at its absolute discretion, establish performance targets for the vesting of the Awarded Interests on a case-by-case basis. Such performance targets may comprise a combination of satisfactory key performance indicators, including but not limited to individual performance of the Selected Participant, financial performance of the Group, performance of the departments or business lines managed by the Selected Participant and/or any other criteria relevant to the Selected Participant's role as determined by the Board from time to time.

Subject to the terms and conditions of the Scheme and the fulfilment of all vesting conditions, the respective Awarded Interests held by the Trustee shall vest in such Selected Participant in accordance with the applicable vesting schedule. The Board shall issue a vesting notice (the "**Vesting Notice**") to the Selected Participant confirming, among other things: (i) the number of Awarded Shares that have vested; (ii) the steps required to submit an exercise notice; and (iii) any other applicable exercise conditions.

During the period where the Awarded Shares have vested but not yet exercised, the Trustee shall continue to hold the Awarded Interests until the Award is exercised.

## **Exercise of the Vested Awards**

During the Exercise Period, the Selected Participant may exercise the Awards by delivering a duly completed exercise notice to the Board and paying the full Exercise Price.

Upon satisfaction of all exercise conditions, the Board shall instruct the Trustee to settle the exercised Awards within ten Business Days after the Exercise Date by transferring to the Selected Participant the relevant Shares (or the Cash Equivalent thereof) together with all Related Income.

An Award that has not been exercised before the expiry of the Exercise Period shall automatically lapse.

## **Restrictions**

A grant of an Award under the Scheme must not be made after inside information has come to the Company's knowledge. Without limiting the generality of the foregoing, this restriction shall apply during the following periods:

- i. sixty (60) days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- ii. thirty (30) days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

In the course of administering the Scheme, the Company and the Board will comply with the applicable provisions of the Model Code for Securities Transactions by Directors of Listed Issuers (the "**Model Code**") as set forth in Appendix C3 of the Listing Rules and all applicable rules on insider dealing. No instructions will be given to the Trustee to acquire Shares under the Scheme at a time when any Director is in possession of unpublished inside information or where dealings by Directors are prohibited under any code or requirement of the Listing Rules and all applicable laws from time to time (the "**Relevant Time**"). As the Trustee will be acquiring Shares on the instruction of the Board, the Trustee will also not acquire any Shares during the Relevant Time.

The Company and the Board will continue to administer the Scheme such that (i) the grant of Awards under the Scheme; (ii) the purchase of Shares by the Trustee; and (iii) the Board giving instructions to the Trustee to purchase Shares for the administration of the Scheme, will each be conducted in accordance with the applicable provisions of the Model Code.

## **Voting Rights and Entitlements**

The Trustee shall not exercise any voting rights in respect of any Shares held directly or indirectly under the Trust (including but not limited to Awarded Shares, bonus Shares and scrip Shares derived therefrom). A Selected Participant shall have no voting rights in the Awarded Interests unless and until the Awarded Interests are actually transferred to the Selected Participant upon exercise of the relevant Award on the Exercise Date.

## **Amendment and Termination**

The Scheme may be amended in any respect by the Board provided that no such amendment shall operate to affect adversely any rights of any Selected Participant which accrued prior to such amendment becoming effective, and provided that no such amendment or alteration to the Scheme which affects the Trustee's rights and obligations under the Trust Deed shall be made without the prior written consent of the Trustee (save as may be required to comply with the applicable laws, rules or regulations including the Listing Rules and the SFO).

The Scheme shall terminate on the earlier of: (i) the tenth anniversary of the Adoption Date; and (ii) such date of early termination as may be determined by the Board by resolution, provided that such termination shall not affect any subsisting rights of any Selected Participant under the Scheme Rules.

## **LISTING RULES IMPLICATIONS**

The Scheme is funded solely by existing Shares pursuant to Rule 17.01(1)(b) of the Listing Rules and does not constitute a scheme involving the issue of new shares as referred to in Rule 17.01(1)(a) of the Listing Rules. Therefore, no Shareholders' approval is required to adopt the Scheme and this announcement is made on a voluntary basis.

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Adoption Date”	May 13, 2026, being the date on which the Scheme is adopted by the Company
“Award”	An award of the Awarded Interests by the Board to a Selected Participant in accordance with the Scheme Rules
“Awarded Interests”	In respect of an Award, the Awarded Shares and the Related Income (if any) as awarded under the Award
“Awarded Shares”	In respect of a Selected Participant, such number of Shares as awarded to him by the Board
“Board”	The board of directors of the Company
“Business Day”	A day (other than Saturday, Sunday or public holiday) on which the Stock Exchange is open for trading and on which banks are open for business in Hong Kong

“Cash Equivalent”	In respect of an exercised Award, the cash amount equal to the market value of the relevant Awarded Shares on the Exercise Date or such other date determined by the Board, which the Board may elect to pay to the Selected Participant in lieu of transferring the underlying Awarded Shares, subject to deduction of applicable taxes, fees, levies and other charges
“Company”	Distinct Healthcare Holdings Limited, a company incorporated in the Cayman Islands
“Contributed Amount”	Cash paid or made available to the Trust by way of settlement or otherwise contributed by the Company or any Subsidiary to the Trust as permitted under the Scheme, in such amount as determined by the Board from time to time
“Director(s)”	A Director (including independent non-executive Director) of the Company
“Eligible Participant”	Any individual being an Employee Participant at any time during the Trust Period
“Employee Participant”	Directors and employees (including full-time and part-time employees) of the Company or any of its Subsidiaries
“Excluded Participant”	Any Eligible Participant who is resident in a place where the grant of an Award and/or the vesting and transfer of the Awarded Interests pursuant to the terms of the Scheme is not permitted under the laws or regulations of such place or where in the view of the Board, compliance with applicable laws or regulations in such place makes it necessary or expedient to exclude such Eligible Participant
“Exercise Date”	In respect of a vested Award or any portion thereof, the Business Day on which such Award is validly exercised by the Selected Participant
“Exercise Period”	In respect of a vested Award, the period commencing on the Vesting Date and expiring on the date falling three (3) years after the Vesting Date, unless a different period is specified in the Grant Instrument or as otherwise determined by the Board
“Exercise Price”	In respect of an Award, the price per Awarded Share (which may be nil or nominal) at which a Selected Participant may exercise his vested Award, as determined by the Board and specified in the Grant Instrument
“Grant Date”	The date (which shall be a Business Day) on which the Grant is made to an Eligible Participant, being the date of the Grant Instrument

“Grant Instrument”	Has the meaning ascribed to it in the Scheme Rules
“Group”	The Company and its Subsidiaries from time to time
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange, as amended, modified or supplemented from time to time
“Related Income”	any and all cash and non-cash income, dividends or distributions, and non-cash and non-scrip distributions in respect of any Shares during the period from the Grant Date to the Exercise Date (less any tax, fees, levies, stamp duty and other charges applicable), which shall be accumulated in the Trust Fund and paid to the relevant Selected Participant upon exercise of the relevant Award
“Scheme Rules”	The rules relating to the Scheme as set out in its present form or as amended from time to time
“Scheme”	The 2026 Share Award Scheme constituted by the Scheme Rules, in its present form or as amended from time to time
“Selected Participant(s)”	Eligible Participant(s) selected by the Board pursuant to the Scheme Rules for participation in the Scheme (or his legal personal representative or lawful successor as the case may be)
“Shares”	Ordinary shares of USD0.001 each in the capital of the Company (or of such other nominal amount as shall result from a sub-division, consolidation, reclassification or reconstruction of the share capital of the Company from time to time)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsidiary”	Has the meaning given to it by the Listing Rules
“Trust Deed”	A trust deed to be entered into between the Company as settlor and the Trustee as trustee of the Trust (as restated, supplemented and amended from time to time)
“Trust Fund”	The funds and properties held under the Trust and managed by the Trustee for the benefit of the Selected Participants (other than the Excluded Participants)
“Trust”	The trust constituted by the Trust Deed
“Trustee(s)”	The trustee as appointed under the Trust Deed to act as trustee of the Trust, and any additional or replacement trustees, being the trustee or trustees for the time being of the trusts declared in the Trust Deed

“Vesting Date” In respect of a Selected Participant, the date on which his entitlement to the relevant Award is vested in such Selected Participant in accordance with the Scheme Rules

“%” Per cent

By order of the Board  
**Distinct Healthcare Holdings Limited**  
卓正医疗控股有限公司  
**WANG Zhiyuan**  
*Chairman and Executive Director*

Hong Kong, May 14, 2026

*As at the date of this announcement, the Board comprises Mr. WANG Zhiyuan and Mr. SHI Yi as executive Directors; Mr. CAO Shaoshan, Mr. ZHANG Xiangdong, Mr. WEI Guoxing, Ms. CHEN Xiaohong and Mr. HAO Rui as non-executive Directors; and Ms. CHEN Rui, Mr. WANG Yonggang, Mr. WANG Gaofei and Dr. GAO Pingyang as independent non-executive Directors.*