

## Deed of Irrevocable Undertaking for Director Shareholder

To: The Directors  
**Surgical Science Sweden AB**  
Drakegatan 7  
412 50 Göteborg  
Sweden  
("Surgical Science")

**Strand Hanson Limited**  
26 Mount Row  
London  
W1K 3SQ  
("Strand Hanson")

19 December 2024

Dear Directors

### **Proposed acquisition of Intelligent Ultrasound Group plc (the "Company") by or on behalf of Surgical Science Sweden AB (the "Offeror")**

I refer to the proposed acquisition of all of the issued share capital of the Company (the "**Acquisition**", as further defined in paragraph 8 of this undertaking) by or on behalf of the Offeror. I understand the Acquisition will be made by way of a scheme of arrangement (the "**Scheme**") pursuant to Part 26 of the Companies Act 2006 or, if the Offeror so elects, by way of an offer to acquire all the ordinary shares of GBP 0.01 each not owned by the Offeror (the "**Takeover Offer**") substantially on the terms and conditions of the attached draft rule 2.7 announcement (the "**Rule 2.7 Announcement**").

#### **1. Shareholdings**

I warrant to the Offeror that:

- 1.1 I am the beneficial owner and/or the registered holder of the number of ordinary shares of GBP 0.01 each in the capital of the Company shown in Schedule 1 to this undertaking (the "**Existing Shares**") (or am otherwise able to control the exercise of all rights attaching to the same, including the ability to procure their transfer and voting) and the Existing Shares are free of any lien, charge, encumbrance, option or equity whatsoever;
- 1.2 Schedule 1 contains full and accurate details of all the shares and/or other securities in the Company:
  - (a) of which I am the registered holder and/or beneficial owner or which are managed or controlled by me or in which I am interested;
  - (b) to which I am entitled upon the exercise of any option, warrant or other right to acquire or subscribe for shares in the Company whether or not such rights are currently exercisable or subject to any condition; and
  - (c) to which I hold any short positions (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;
- 1.3 I have no rights, interests or warrants or options to acquire or subscribe in relation to any shares or other securities of the Company other than as shown in Schedule 1;

1.4 I have now and will continue to have for so long as such obligations remain to be performed all necessary power and authority to enter into this undertaking and to perform the obligations under it or procure that the registered holder(s) of the Existing Shares (if such shares are not registered in my name) will comply with the terms of this undertaking; and

1.5 this undertaking is binding and enforceable on me.

## 2. Irrevocable Undertakings

In consideration of the Offeror agreeing to proceed with the Acquisition, I irrevocably and unconditionally undertake that:

2.1 if the Acquisition is implemented by way of a Scheme:

(a) I shall, or, where applicable, shall procure, that the registered holder of the Existing Shares will, in person or by proxy, cast all votes (whether on a show of hands or a poll) attaching to the Existing Shares at the Court Meeting (as defined in the Rule 2.7 Announcement) and the Company General Meeting (as defined in the Rule 2.7 Announcement) in favour of the resolutions to approve the Scheme together with any resolutions which may be set out in the Offer Document (as defined in paragraph 8 below) (the "**Resolutions**");

(b) I shall after the publication of the Offer Document (and without prejudice to my rights to attend and vote in person at the Court Meeting and the Company General Meeting) return or procure the return of the form(s) of proxy enclosed with the Offer Document (completed in favour of the Resolutions and duly signed) in relation to all the Existing Shares in accordance with the instructions printed on these forms of proxy and/or, if applicable, execute a CREST proxy voting instruction or web proxy voting instruction (each, a "**proxy voting instruction**"), in respect of the Existing Shares required by the Offeror, appointing any person nominated by the Offeror to attend and vote at the Court Meeting or Company General Meeting by way of proxy, as soon as possible and in any event within ten days after the publication of the Offer Document so that all of the votes in relation to the Existing Shares are cast in favour of the Resolutions;

2.2 if the Offeror elects, in accordance with the Co-Operation Agreement (as defined in the Rule 2.7 Announcement), to implement the Acquisition by way of a Takeover Offer, to irrevocably accept or procure the acceptance of the Takeover Offer in respect of the Existing Shares in accordance with the procedure set out in the Offer Document by not later than 1:00 p.m. on the tenth day after the publication of the Offer Document;

2.3 I shall not exercise or permit the exercise of the voting rights attaching to the Existing Shares in any way that might reasonably be expected to impede or frustrate the Acquisition;

2.4 if (subject to paragraph 2.10(d) below), I become the registered holder or otherwise become able to control the rights attaching to, including the ability to procure their transfer and voting, of any other ordinary shares in the Company (the "**Further Shares**" and together with the Existing Shares, the "**Relevant Shares**") then:

(a) if it proposed that the Acquisition is implemented by way of a Scheme, I shall take such steps in relation to the Further Shares in accordance with paragraph 2.1 above (as applicable), by not later than the fifth business day after I become the registered holder or able to control the rights attaching to such shares; or

(b) if it proposed that the Acquisition is implemented by way of a Takeover Offer, I shall accept (or procure acceptance of) the Takeover Offer in accordance with the procedure set out in the Offer Document by not later than 1:00 p.m. on the fifth business day after I become the registered holder or able to control the rights attaching to such shares;

- 2.5 I shall not revoke or withdraw or procure the revocation of any proxy voting instruction executed in favour of the Resolutions in relation to any Scheme referred to in paragraph 2.1(b) above;
- 2.6 I shall not withdraw my acceptance(s) of any Takeover Offer referred to in paragraph 2.2 above and shall procure that my acceptance(s) are not withdrawn notwithstanding that the provisions of the Code and certain terms of the Acquisition confer upon accepting shareholders the right to withdraw;
- 2.7 all and any Relevant Shares acquired from me pursuant to the Acquisition will be free from all liens, charges, encumbrances, options and other equities or third party rights of any nature whatsoever and together with all rights attached thereto including all rights to any dividends or other distributions hereafter declared, paid or made in respect thereof;
- 2.8 in the event the Acquisition is modified or amended, I confirm and agree that, provided such modification or amendment does not make the Acquisition less favourable to me, this undertaking shall continue to be binding *mutatis mutandis* in respect of the Relevant Shares;
- 2.9 I shall accept any offer or proposal made by or on behalf of the Offeror to the holders of options and awards over shares in the Company under Rule 15 of the Code in respect of all options and awards held by me as soon as possible after such proposal is made and in any event by no later than 1:00 p.m. on the tenth day after the proposal is published and ensure that any shares of the Company which are acquired as a result of the exercise of any options participate in the Scheme; and
- 2.10 prior to the Acquisition becoming effective or lapsing or being withdrawn, I shall not without the prior written consent of the Offeror:
- (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, mortgaging, grant of any encumbrance or option over, charging or other disposition of all or some of the Relevant Shares or any right or interest therein except pursuant to the Acquisition, as appropriate, or as may be required by the Panel;
  - (b) in my capacity as shareholder of the Company, accept or permit to be accepted any other offer in respect of the shares or securities referred to in paragraph 2.10(a) (whether it is conditional or unconditional and irrespective of the means by which it is to be implemented);
  - (c) other than pursuant to the Acquisition, as appropriate, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise to do any of the acts referred to in paragraphs 2.10(a) or 2.10(b) in relation to, or operating by reference to, the Relevant Shares or which, in relation to the Relevant Shares, would or might reasonably be expected to restrict or impede me fulfilling my obligations under the terms of this undertaking. For the avoidance of doubt, references in this paragraph 2.10(c) to any agreement, arrangement or obligation are to any agreement, arrangement or obligation which is legally binding whether or not subject to any condition and whether or not it is to take effect if the Acquisition is withdrawn, closes or lapses or if this undertaking ceases to be binding or following any other event; or
  - (d) save for any acquisition of any further shares in the Company on the exercise of options or as contemplated in paragraph 2.4, purchase, sell or otherwise deal in any shares or other securities of the Company or any interest therein (including any derivatives referenced to such securities).
- 2.11 Notwithstanding paragraphs 2.1 to 2.10 (inclusive):

- (a) I shall be permitted to transfer (in one or more transactions) some or all of my Existing Shares (“**Family Shares**”) to one or more persons connected to me within the meaning of sections 252 to 255 of the UK Companies Act 2006 (as amended) (including my spouse, children and certain family trusts and family companies) provided that on the date of transfer I procure that the transferee(s) sign and deliver to you irrevocable commitments in respect of such Family Shares substantially in the form of this letter (unless any such transferee has already signed and delivered to you an irrevocable commitment on terms which extend to their Family Shares); and/or
- (b) I shall not be restricted from selling, transferring, charging, encumbering, or otherwise disposing of, or creating or granting any encumbrance over, all of such number of my Existing Shares (each an “**Activity**”) where such Activity is undertaken as part of my bona fide tax planning, provided that I (i) notify the Offeror not less than five Business Days prior to the date on which such Activity will occur; and (ii) procure that the transferee, beneficiary of the transferee or beneficiary of any security interest created by such Activity (as applicable) signs and delivers, by no later than the date on which the relevant Activity takes place, an irrevocable undertaking on terms no less favourable to you as those set out in this letter.

### 3. **Voting Rights**

3.1 From the time the Offeror announces the Acquisition to the time the Acquisition becomes effective, lapses or is withdrawn, I undertake that:

- (a) I shall exercise or procure the exercise of the votes attaching to the Relevant Shares on a Relevant Resolution (as defined in paragraph 3.3 below) only in accordance with the Offeror's directions;
- (b) I shall exercise or procure the exercise of the rights attaching to my Relevant Shares to requisition or join in requisitioning any general or class meeting of the Company for the purposes of considering a Relevant Resolution and to require the Company pursuant to section 314 of the Companies Act 2006 to give notice of such a resolution only in accordance with the Offeror's directions; and
- (c) I shall not enter into any agreement or arrangement with any person, whether conclusively or unconditionally, to do all or any of the acts referred to in paragraph 3.3.

3.2 For the purpose of voting on a Relevant Resolution, I shall (if requested) execute any form of proxy or procure the execution of any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant general meeting of the Company.

3.3 A "**Relevant Resolution**" means:

- (a) a resolution (whether or not amended) proposed at a general or class meeting of the Company or at any meeting of holders of shares in the Company convened by the Court, or at an adjourned meeting, the passing of which is necessary to implement the Acquisition or which, if passed, might reasonably be expected to result in any condition of the Acquisition not being fulfilled or which might reasonably be expected to impede or frustrate the Acquisition in any way;
- (b) a resolution to adjourn any such meeting as is referred to in paragraph 3.3(a) whose business includes the consideration of a resolution falling within that paragraph 3.3(a); and
- (c) a resolution to amend a resolution falling within paragraph 3.3(a) or paragraph 3.3(b).

Provided that the provisions of this paragraph 3 shall not apply if and to the extent the Panel deem it to have the effect of the Offeror acquiring an interest in all or some of the Relevant Shares prior to the Acquisition completing.

#### **4. Secrecy, Disclosure and Announcements**

4.1 I shall, save as required by law, the AIM Rules, the DTRs, the Code, the Nasdaq or the Panel, keep secret the possibility of the Acquisition, the terms and conditions of the Acquisition and the existence and terms of this undertaking until the Rule 2.7 Announcement is released, provided that I may (i) disclose the same to the Company and its advisers and/or my professional advisers for the purpose of negotiating and advising on the content of this undertaking, or (ii) to the extent that such matters have been made public through any other document published in connection with the Acquisition. The obligations in this paragraph shall survive termination of this undertaking.

4.2 I acknowledge that pursuant to:

- (a) Rule 2.10 of the Code, the details of this undertaking will be disclosed in the Rule 2.7 Announcement;
- (b) Rule 24.3 of the Code, the details of this undertaking will be included in the Offer Document; and
- (c) Rule 26.2 of the Code, the undertaking will be published on a website promptly following the publication of the Rule 2.7 Announcement.

4.3 I consent to:

- (a) the issue of the Rule 2.7 Announcement with references to me in the form and context in which they appear therein, subject to any amendments thereto that may be agreed by any director of the Company on my behalf;
- (b) the publication of the Offer Document containing details of this undertaking and details of my (and my concert parties') interests and dealings in the Relevant Shares, in accordance with the Code; and
- (c) the publication of this undertaking on a website promptly following the publication of the Rule 2.7 Announcement.

#### **5. Lapse of Undertaking**

5.1 This undertaking (and all obligations contained herein, otherwise than as provided in paragraph 4.1) shall lapse if:

- (a) the Rule 2.7 Announcement is not released by 5.00 p.m. on 24 December 2024 or such later time and/or date as the Offeror and the Company may agree;
- (b) the Offer Document is not sent to shareholders of the Company within the permitted period under the Code or as otherwise agreed with the Panel;
- (c) where the Acquisition is implemented by way of a Scheme, the Scheme or any resolutions to be proposed is not approved by the requisite majority of the shareholders of the Company at the General Meeting or the Court Meeting;
- (d) the Scheme does not become effective or the Offer does not become unconditional (as applicable) on or before the Long Stop Date (as defined in the Rule 2.7 Announcement), provided that the reason is not because the Offeror has elected to proceed by way of an Offer rather than a Scheme (or vice versa);

- (e) the Offeror publicly announces that it does not intend to proceed with the Acquisition;
- (f) the Acquisition lapses, terminates or is withdrawn (which, for the avoidance of doubt, shall not include any suspension of the timetable applicable to any Scheme or Offer); or
- (g) (i) any other scheme of arrangement under Part 26 or Part 26A of the Companies Act 2006 in respect of the Company becomes effective in accordance with its terms; or (ii) any other offer (within the meaning of the Code) for the Company becomes or is declared unconditional,

without prejudice to any rights or liabilities in respect of breaches of contract committed prior to the lapsing.

## **6. Power of Attorney**

6.1 In order to secure the performance of my obligations under this undertaking I hereby irrevocably appoint, severally, any director for the time being of the Offeror to be my attorney:

- (a) to execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote:
  - (i) on the Resolutions (as defined in paragraph 2.1) at the Court Meeting or the Company General Meeting; and
  - (ii) on any Relevant Resolution (as defined in paragraph 3) at a general meeting of the Company; and
- (b) if I fail to accept the Takeover Offer referred to in paragraph 2.2, in my name and on my behalf to execute a form or forms of acceptance or procure an electronic acceptance of the Takeover Offer (in the form(s) of those accompanying the Offer Document) and/or such other documents and to do such other acts and things as may be necessary to accept the Offer.

6.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until the Acquisition becomes effective, lapses or is withdrawn, or this undertaking lapses pursuant to paragraph 5.1.

## **7. Confirmation**

7.1 I confirm that in signing this undertaking I am not a client of Strand Hanson for the purposes of the Conduct of Business Sourcebook of the FCA and that Strand Hanson is acting for the Offeror in connection with the Acquisition and no one else and is not responsible to anyone other than the Offeror for providing the protections afforded to its clients nor for providing advice in relation to the Acquisition. I confirm that I have been given an adequate opportunity to consider whether or not to give this undertaking and to obtain independent advice.

7.2 I agree, to the extent any information you have given to me in relation to the Acquisition is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation (2014/596/EU) (including as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018) (the "**Relevant Laws and Regulations**"), to comply with the applicable restrictions within Relevant Laws and Regulations in respect of such inside information, including the restrictions on dealing in securities and disclosing inside information.

## **8. Interpretation**

8.1 In this undertaking, the following words and expressions have the following meanings:

- (a) "**Acquisition**" means the proposed acquisition by or on behalf of the Offeror of all of the issued and to be issued share capital of the Company whether implemented by Takeover Offer or Scheme substantially on the terms of the Rule 2.7 Announcement or such other terms as may be agreed between the Offeror and the Company or as may be required by the Code and/or any other applicable law or regulation and a reference to the Acquisition completing shall mean, if the Acquisition proceeds by way of a Takeover Offer, such Takeover Offer becoming or being declared unconditional in all respects or, if the Acquisition proceeds by way of a Scheme, the Scheme becoming effective. Any reference in this undertaking to the Acquisition shall extend to any new, increased, renewed or revised Scheme or Takeover Offer made by or on behalf of the Offeror (including any offer required to be made pursuant to Rule 9 of the Code) which represent terms which are no less favourable to Company shareholders than the terms set out in the Rule 2.7 Announcement;
  - (b) "**business day**" shall be a reference to a day (other than a Saturday or Sunday) upon which banks are generally open for business in London;
  - (c) "**Code**" means the City Code on Takeovers and Mergers, as in force from time to time;
  - (d) "**DTRs**" means the FCA Disclosure Guidance and Transparency Rules;
  - (e) "**FCA**" means the Financial Conduct Authority;
  - (f) "**Group Company**" means, in relation to any company or other undertaking, the parent undertaking or subsidiary undertaking, or another subsidiary undertaking of its parent undertaking (in each case as defined in section 1162 of the Companies Act 2006);
  - (g) "**Nasdaq**" means Nasdaq First North Growth Market in Stockholm, Sweden;
  - (h) "**Offer Document**" means the formal offer document containing the terms and conditions of the Acquisition, which, if the Acquisition is implemented by way of Scheme, will comprise the circular to be sent to shareholders of the Company containing an explanatory statement in respect of the Scheme and notices of a court meeting and general meeting of the Company;
  - (i) "**Panel**" means the Panel on Takeover and Mergers; and
  - (j) the Acquisition "**lapsing or being withdrawn**" excludes the situation where the Scheme lapses or is withdrawn in circumstances where the Acquisition is implemented by way of a Takeover Offer and vice versa.
- 8.2 References in this undertaking to times of day are to London time.
- 8.3 This undertaking shall bind my estate and personal representatives.
- 8.4 Nothing in this undertaking shall oblige the Offeror to make or proceed with the Acquisition.
- 8.5 The invalidity, illegality or unenforceability of any provision of this undertaking shall not affect the continuation in force of the remainder of this undertaking.
- 8.6 Nothing in this undertaking shall oblige the Company to do or omit to do anything or constitute an obligation for me, in my capacity as a director of the Company, to take any action which is not permitted by Rule 21.2 of the Code. I give this undertaking solely in my capacity as a shareholder of the Company.

**9. Specific Performance**

I agree that, if I fail to accept the Takeover Offer in accordance with this undertaking or breach any of my obligations hereunder, damages would not be an adequate remedy and accordingly the Offeror shall be entitled to the remedy of specific performance in addition to any other remedy in law or equity to which the Offeror may be entitled.

**10. Third Party Rights**

I do not intend that any term of this undertaking shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than a person to whom it is addressed.

**11. Time of the Essence**

Time shall be of the essence as regards any time, date or period mentioned in this undertaking and to any such time, date or period extended by mutual agreement.

**12. Governing Law and Jurisdiction**

The construction, validity and performance of this undertaking and all non-contractual obligations (if any) arising from or connected with this undertaking shall be governed by the laws of England. I irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter (including any non-contractual claim) arising under or in connection with this undertaking.

**13. General**

- 13.1 Nothing in this undertaking shall constitute an obligation for me, in my capacity as a director of the Company, to take any action which is not permitted by Practice Statement No 29 issued by the Panel, nor should anything in this undertaking impose any obligations on me in my capacity as a director of the Company which would in any way impede or prejudice my obligations and duties, or fetter my discretion, as a director of the Company, and in particular (without prejudice to the generality of the foregoing) nothing in this undertaking shall restrict my ability as a director of the Company to change my recommendation to shareholders of the Company (if any) in accordance with my duties as a director of the Company. This undertaking is given by me solely in my capacity as a shareholder of the Company.
- 13.2 I acknowledge and agree that if the Panel determines any provision of this undertaking that requires the Company to take or not to take action, whether as a director obligation or as a condition to any other person's obligation (however expressed) is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.
- 13.3 The *ejusdem generis* principle of construction shall not apply to this undertaking. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.
- 13.4 No variation of this undertaking shall be effective unless agreed between each of the parties to it.

*(Signature page follows)*



This document has been executed as a deed and is delivered and takes effect on the date on page 1.

**EXECUTED** as a deed by [REDACTED] [REDACTED]  
in the presence of:

..... [REDACTED] .....  
Print name of witness: [REDACTED] ...

Address: [REDACTED]

Attachment: Rule 2.7 Announcement

**Schedule 1**

**Part A**

No of issued ordinary shares held in Company	Name of registered holder	Name of beneficial owner
942,042	Stuart Arthur Gall	Stuart Arthur Gall
549,000	Stuart Arthur Gall	Hargreaves Lansdown (SIPP)
Total: 1,491,042		

**Part B**

No of options over ordinary shares in Company	Name of holder
4,556,248	Stuart Arthur Gall

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

19 DECEMBER 2024

## RECOMMENDED CASH ACQUISITION

of

Intelligent Ultrasound Group plc ("Intelligent Ultrasound")

by

Surgical Science Sweden AB ("Surgical Science")

to be effected by means of a Scheme of Arrangement under Part 26 of the Companies Act 2006

### Summary

- The boards of Surgical Science and Intelligent Ultrasound are pleased to announce that they have reached agreement on the terms of a recommended cash acquisition to be made by Surgical Science for the entire issued and to be issued ordinary share capital of Intelligent Ultrasound (the "**Acquisition**"). It is intended that the Acquisition be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "**Scheme**" or "**Scheme of Arrangement**").
- Under the terms of the Acquisition, Intelligent Ultrasound Shareholders shall be entitled to receive:
  - **13 pence in cash for each Intelligent Ultrasound Share held (the "Acquisition Price")**
- The Acquisition Price values the entire issued and to be issued ordinary share capital of Intelligent Ultrasound at approximately £45.2 million on a fully diluted basis.
- The Acquisition Price represents a premium of approximately:
  - 16.9% to the Closing Price per Intelligent Ultrasound Share of 11.13 pence on 18 December 2024 (being the last Business Day prior to the publication of this announcement);
  - 31.1% to the volume-weighted average price per Intelligent Ultrasound Share of 9.91 pence for the 12-month period ended 18 December 2024 (being the last Business Day prior to the publication of this announcement); and
  - 79.3% to the Closing Price per Intelligent Ultrasound Share of 7.25 pence on 17 July 2024 (being the last Business Day prior to the publication of the announcement of the sale of the Clinical AI Business).
- If, on or after the date of this announcement and on or prior to the Effective Date, any dividend, distribution, or other return of value is declared, made, or paid or becomes payable by Intelligent Ultrasound, Surgical Science reserves the right to reduce the Acquisition Price by an amount up to the amount of such dividend, distribution or other return of value in which case any references to the Acquisition Price will be deemed to be a reference to the Acquisition Price as so reduced. In such circumstances, eligible Intelligent Ultrasound Shareholders shall be entitled to retain any such dividend, distribution, or other return of value declared, made, or paid.

## **Unanimous Intelligent Ultrasound Recommendation**

- The Intelligent Ultrasound Directors, who have been so advised by Cavendish as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Intelligent Ultrasound Directors, Cavendish has taken into account the commercial assessments of the Intelligent Ultrasound Directors.
- Accordingly, the Intelligent Ultrasound Directors intend to recommend unanimously that Intelligent Ultrasound Shareholders vote in favour of the Scheme at the Court Meeting and vote in favour of the Resolution to be proposed at the General Meeting as the Intelligent Ultrasound Directors have irrevocably undertaken to do in respect of their own beneficial holdings of 2,381,952 Intelligent Ultrasound Shares representing, in aggregate, approximately 0.7% of the issued ordinary share capital of Intelligent Ultrasound in issue as at the Latest Practicable Date.

## **Background to and reasons for the Acquisition**

- Surgical Science has established itself as a leader in medical simulation, dedicated to enhancing medical training through innovative technologies. Surgical Science has closely monitored the developments at Intelligent Ultrasound for some time. Following Intelligent Ultrasound's strategic decision to sell its Clinical AI Business to GE HealthCare, this moment presents a unique opportunity for both companies to join forces in a way that can significantly benefit both companies' long-term goals.
- In Surgical Science's view, Intelligent Ultrasound's Simulation Business is particularly attractive due to its strong reputation for delivering high-quality training solutions that improve the skills of healthcare professionals. Intelligent Ultrasound has developed a suite of products that are widely recognised for their effectiveness in ultrasound education, including realistic simulation scenarios and user-friendly interfaces. With a solid customer base in medical schools, hospitals, and training institutions, Intelligent Ultrasound is well-positioned to capitalise on the growing demand for advanced training solutions in the healthcare sector.
- Despite its strong reputation and innovative products, Intelligent Ultrasound has historically faced challenges in achieving sustainable growth of the Simulation Business as a standalone entity, with the primary obstacles in Surgical Science's view being the niche offering and the lack of organisational scale. In the competitive landscape of medical simulation, having a diverse portfolio of products is crucial for product bundling and cross-selling opportunities, attracting a wider customer base and enhancing customer value. Intelligent Ultrasound primarily focuses on ultrasound simulation, which limits its ability to offer comprehensive training solutions that encompass other medical disciplines. Furthermore, Intelligent Ultrasound, operating independently, may struggle to match the marketing budgets and distribution networks of larger competitors, limiting its ability to reach new customers and expand its market presence effectively.
- On this basis, and considering that the focus on ultrasound simulation aligns strongly with Surgical Science's strategic goal to expand its simulation offering, Surgical Science intends to acquire Intelligent Ultrasound. The acquisition of Intelligent Ultrasound will enable Surgical Science to establish a firm footprint in the UK, with a new research and development site as well as a comprehensive commercial organisation, and leverage its existing expertise in medical simulation while integrating Intelligent Ultrasound's specialised knowledge in ultrasound training. This strategic alignment not only enhances the product portfolio but also positions the combined entity to address the growing demand for advanced training solutions in the healthcare sector.
- The full cash consideration payable under the terms of the Acquisition, together with certain fees and expenses in connection with the Acquisition, will be funded through cash on Surgical Science's balance sheet, including £17 million drawn down pursuant to a short-term bridging loan.

## **Irrevocable Undertakings and Letter of Intent**

- Surgical Science has received irrevocable undertakings from the Intelligent Ultrasound Directors, holding in aggregate, 2,381,952 Intelligent Ultrasound Shares representing approximately 0.7% of the existing issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date to vote, or procure that their nominees vote, in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting.
- Surgical Science has received irrevocable undertakings from certain Intelligent Ultrasound Shareholders holding, in aggregate, 131,087,477 Intelligent Ultrasound Shares representing approximately 40.1% of the existing issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date to vote, or procure that their nominees vote, in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting.
- Surgical Science has also received a non-binding letter of intent from another Intelligent Ultrasound Shareholder holding, in aggregate, 22,025,000 Intelligent Ultrasound Shares representing approximately 6.7% of the existing issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date stating their intentions to vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting.
- Therefore, Surgical Science has received irrevocable undertakings or a letter of intent in respect of, in aggregate, 155,494,429 Intelligent Ultrasound Shares representing approximately 47.5% of the existing issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date.
- Further details of these irrevocable undertakings and the letter of intent are set out in Appendix 3 to this announcement.

## **Timetable and Conditions**

- It is intended that the Acquisition will be implemented by way of a Court-sanctioned Scheme of Arrangement under Part 26 of the Companies Act and that the Acquisition be put to Intelligent Ultrasound Shareholders for approval at the Court Meeting and to the Intelligent Ultrasound Shareholders at the General Meeting, although Surgical Science reserves the right to elect (with the consent of the Panel, and subject to the terms of the Cooperation Agreement) to implement the Acquisition by way of a Takeover Offer. In order to become Effective, the Scheme must be approved by a majority in number of the Intelligent Ultrasound Shareholders voting at the Court Meeting, either in person or by proxy, representing at least 75% in value of the Intelligent Ultrasound Shares voted. In addition, a special resolution implementing the Scheme must be passed by Intelligent Ultrasound Shareholders representing at least 75% of votes cast at the General Meeting.
- The Acquisition will be conditional on, amongst other things, the approval of Intelligent Ultrasound Shareholders and the satisfaction or (where applicable) waiver of the Conditions and further terms set out in Appendix 1 to this announcement (which shall be set out in the Scheme Document).
- It is expected that the Scheme Document, containing further information about the Acquisition (including an expected timetable of key events) and notices of the Court Meeting and the General Meeting, together with the Forms of Proxy, shall be published as soon as practicable and, in any event, within 28 days of this announcement or such later date as Surgical Science, Intelligent Ultrasound and the Panel agree, and that the Court Meeting and the General Meeting will be held as soon as practicable thereafter. It is expected that the Scheme will become Effective in the first quarter of 2025. The Scheme Document and Forms of Proxy will be made available to Intelligent Ultrasound Shareholders at no charge to them.

## **Commenting on the Acquisition, Riccardo Pigliucci, Non-Executive Chairman of Intelligent Ultrasound, said:**

*"The Intelligent Ultrasound Board is proud of the Intelligent Ultrasound Group's achievements and evolution over the past five years which is, in no small part, due to the hard work and diligence of all our*

employees. However, with the sale of the Clinical AI Business earlier in the year, the Intelligent Ultrasound Board was faced with the task of re-focusing the Intelligent Ultrasound Group on growing its original but niche ultrasound simulation business.

The medical simulation market is now consolidating and to reach the required scale to efficiently and effectively compete with the larger medical simulation companies, the Intelligent Ultrasound Board would have had to invest a substantial portion of the Clinical AI Business sale proceeds in organic expansion and/or material acquisitions.

Recognising the difficulties of quickly achieving scale, combined with shareholders' strong preference for an efficient return of the majority of the proceeds from the sale of the Clinical AI Business, the Intelligent Ultrasound Board believes that the sale to Surgical Science allows Intelligent Ultrasound to both efficiently return capital to shareholders, as well as providing the majority of employees and broader stakeholders with the advantage of joining a considerably larger, broad-based simulation focused business that we believe will provide the scale, resources and investment to be successful and sustainable in the global simulation market.

As such, we believe that the time is opportune for the shareholders, employees and customers of Intelligent Ultrasound to take advantage of the opportunities being offered with Surgical Science and the Intelligent Ultrasound Board is therefore unanimously recommending this deal to shareholders."

**Commenting on the Acquisition, Tom Englund, CEO of Surgical Science said:**

*"We have followed Intelligent Ultrasound for many years and are impressed with the position that the team has managed to build in the ultrasound simulation market. The ultrasound market is developing rapidly with a strong increase in the number of systems sold, highlighting the need for simulation training that will enable practitioners to utilise the systems to their full potential. Through the acquisition of Intelligent Ultrasound, we further diversify our product portfolio and expand our geographical reach and sales network, enabling us to provide a comprehensive suite of ultrasound simulation products across the world, benefitting customers and reinforcing our market leadership. We look forward to the Intelligent Ultrasound team joining us and to start working together towards our high ambitions in the growing medical simulation market."*

**This summary should be read in conjunction with, and is subject to, the full text of this announcement and the Appendices. The Acquisition will be subject to the Conditions and further terms set out in Appendix 1 and to the full terms and conditions which will be set out in the Scheme Document. The bases and sources for certain financial information contained in this announcement are set out in Appendix 2. Details of the irrevocable undertakings and the letter of intent received by Surgical Science are set out in Appendix 3. Certain definitions and terms used in this announcement are set out in Appendix 4.**

**Enquiries**

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Baker McKenzie LLP is acting as legal adviser to Surgical Science.

RBG Legal Services Limited, trading as Memery Crystal, is acting as legal adviser to Intelligent Ultrasound.

**Inside information**

*This announcement contains inside information as stipulated under the Market Abuse Regulations (EU) No. 596/2014 (as applicable in Sweden as well as the United Kingdom by incorporation into law by virtue of the European Union (Withdrawal) Act 2018 as amended by virtue of the Market Abuse (Amendment) (EU Exit) Regulations 2019). Upon the publication of this announcement via a Regulatory Information Service, this inside information is now considered to be in the public domain.*

**Further information**

*This announcement is for information purposes only and is not intended to and does not constitute, or form any part of any offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities of Intelligent Ultrasound in any jurisdiction in contravention of applicable law. The Acquisition will be made and implemented solely pursuant to the terms of the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document), which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any vote in respect of, or other response to, the Acquisition should be made only on the basis of the information contained in the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).*

*Intelligent Ultrasound and Surgical Science will prepare the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document) to be distributed to Intelligent Ultrasound Shareholders. Intelligent Ultrasound urges Intelligent Ultrasound Shareholders to read the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document) when it becomes available because it will contain important information relating to the Acquisition.*

*This announcement does not constitute a prospectus, prospectus equivalent document or an exempted document.*

*The statements contained in this announcement are made as at the date of this announcement, unless some other time is specified in relation to them, and publication of this announcement shall not give rise to any implication that there has been no change in the facts set forth in this announcement since such date.*

## **Disclaimers**

*This announcement does not constitute any advice or recommendation with respect to such securities or other financial instruments.*

*Pareto Securities AB ("**Pareto**"), which is a Swedish investment firm supervised by the Swedish Financial Supervisory Authority (Finansinspektionen), is acting as joint financial adviser to Surgical Science and no one else in connection with the Acquisition and will not be responsible to anyone other than Surgical Science for providing the protections afforded to its clients or for providing advice in connection with the Acquisition or any other matter referred to herein.*

*Strand Hanson Limited ("**Strand Hanson**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as joint financial adviser to Surgical Science and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Surgical Science for providing the protections afforded to clients of Strand Hanson, nor for providing advice in relation to any matter referred to in this announcement. Neither Strand Hanson nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Strand Hanson in connection with the matters referred to in this announcement, any statement contained herein or otherwise.*

*Cavendish Capital Markets Limited ("**Cavendish**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as Rule 3 adviser, financial adviser, nominated adviser and corporate broker to Intelligent Ultrasound and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Intelligent Ultrasound for providing the protections afforded to clients of Cavendish, nor for providing advice in relation to any matter referred to in this announcement. Neither Cavendish nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Cavendish in connection with the matters referred to in this announcement, any statement contained herein or otherwise.*

## **Overseas jurisdictions**

*The release, publication or distribution of this announcement in or into jurisdictions other than the United Kingdom and Sweden may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the United Kingdom and Sweden should inform themselves about, and observe, any applicable requirements. Any failure to comply with such requirements may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This announcement has been prepared in accordance with and for the purpose of complying with English law, the Takeover Code, the AIM Rules, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside the United Kingdom or Sweden.*



*The availability of the Acquisition to Intelligent Ultrasound Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this announcement, the Scheme Document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Intelligent Ultrasound Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).*

*Unless otherwise determined by Surgical Science or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into, from, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this announcement and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including, without limitation, agents, custodians, nominees and trustees) must not mail or otherwise forward, distribute or send such documents in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in, into, from, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

*Further details in relation to Overseas Shareholders will be included in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).*

#### **Notice to U.S. Intelligent Ultrasound Shareholders**

*The Acquisition relates to the shares of an English company and is being made by means of a scheme of arrangement provided for under English law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer or proxy solicitation rules under the U.S. Securities Exchange Act of 1934 (the "**U.S. Exchange Act**"). Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of the tender offer and proxy solicitation rules under the U.S. Exchange Act. The financial information included in this announcement has been prepared in accordance with UK-adopted IFRS and thus may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.*

*If, in the future, Surgical Science exercises its right to implement the Acquisition by way of a Takeover Offer, which is to be made into the United States, the Takeover Offer will be made in compliance with the applicable laws and regulations of the United Kingdom and the United States, including any applicable exemptions under the U.S. Exchange Act.*

*Surgical Science and Intelligent Ultrasound are located in a non-U.S. jurisdiction, and some or all of their officers and directors may be residents of a non-U.S. jurisdiction. As a result, U.S. holders of Intelligent Ultrasound Shares may not be able to effect service of process upon a non-U.S. company or its officers or directors or to enforce against them a judgement of a U.S. court for violations of the federal and state securities laws of the United States.*

*In accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, Surgical Science, certain affiliated companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Intelligent Ultrasound Shares outside of the U.S., other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any such purchases will not be made at prices higher than the price of the Acquisition provided in this announcement unless the price of the Acquisition is increased accordingly. Any information about such purchases will be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service and will be made available on the London Stock Exchange website, [www.londonstockexchange.com](http://www.londonstockexchange.com). To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.*

*U.S. Intelligent Ultrasound Shareholders should also be aware that the transaction contemplated herein may have tax consequences in the U.S. and, that such consequences, if any, are not described herein. U.S. Intelligent Ultrasound Shareholders are urged to consult with legal, tax and financial advisers in connection with making a decision regarding this transaction.*

*Neither the Acquisition nor this announcement have been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have such authorities approved or disapproved or passed judgement upon the fairness or the merits of the Acquisition, or determined if the information contained in this announcement is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the United States.*

### **Forward-looking statements**

*This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by Surgical Science and Intelligent Ultrasound contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Surgical Science and Intelligent Ultrasound about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.*

*The forward-looking statements contained in this announcement include statements relating to the expected effects of the Acquisition on Surgical Science and Intelligent Ultrasound (including their future prospects, developments and strategies), the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "prepares", "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "projects", "synergy", "strategy", "scheduled", "goal", "estimates", "forecasts", "cost saving", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Surgical Science's and Intelligent Ultrasound's, any member of the Surgical Science Group or any member of the Intelligent Ultrasound Group's, operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on Surgical*

Science's and Intelligent Ultrasound's, any member of the Surgical Science Group or any member of the Intelligent Ultrasound Group's, business.

Although Surgical Science and Intelligent Ultrasound believe that the expectations reflected in such forward-looking statements are reasonable, Surgical Science and Intelligent Ultrasound can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.

These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite shareholder approvals and the satisfaction of other Conditions on the proposed terms and schedule; changes in the global political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or disposals; changes in general economic and business conditions; changes in the behaviour of other market participants; changes in the anticipated benefits from the proposed transaction not being realised as a result of changes in general economic and market conditions in the countries in which Surgical Science and Intelligent Ultrasound operate; weak, volatile or illiquid capital and/or credit markets; changes in tax rates, interest rate and currency value fluctuations, the degree of competition in the geographic and business areas in which Surgical Science and Intelligent Ultrasound operate; and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors. Neither Surgical Science nor Intelligent Ultrasound, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. You are cautioned not to place any reliance on these forward-looking statements.

Specifically, statements of estimated cost savings and synergies related to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Due to the scale of the Intelligent Ultrasound Group, there may be additional changes to the Intelligent Ultrasound Group's operations. As a result, and given the fact that the changes relate to the future, the resulting cost synergies may be materially greater or less than those estimated.

The forward-looking statements speak only at the date of this announcement. All subsequent oral or written forward-looking statements attributable to any member of the Surgical Science Group or the Intelligent Ultrasound Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Other than in accordance with their legal or regulatory obligations, neither Surgical Science nor Intelligent Ultrasound is under any obligation, and Surgical Science and Intelligent Ultrasound expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Dealing and Opening Position Disclosure Requirements**

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure

by a person to whom Rule 8.3(a) of the Takeover Code applies must be made by no later than 3.30 p.m. on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

### **Publication on a website**

In accordance with Rule 26.1 of the Takeover Code, a copy of this announcement and the documents required to be published under Rule 26 of the Takeover Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Intelligent Ultrasound's website at <https://www.intelligentultrasound.com> and Surgical Science's website at <https://www.surgicalsurgery.com> by no later than 12 noon (London time) on the Business Day following this announcement. For the avoidance of doubt, neither the content of these websites nor of any website accessible from hyperlinks set out in this announcement is incorporated by reference or forms part of this announcement.

### **No profit forecasts, estimates or quantified benefits statements**

No statement in this announcement is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Intelligent Ultrasound or Surgical Science for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Intelligent Ultrasound or Surgical Science (as the case may be).

### **Requesting hard copy documents**

In accordance with Rule 30.3 of the Takeover Code, Intelligent Ultrasound Shareholders, persons with information rights and participants in Intelligent Ultrasound Share Plan may request a hard copy of this announcement, free of charge, by contacting Intelligent Ultrasound's registrar, Link Group, either in writing to Central Square, 29 Wellington Street, Leeds LS1 4DL, by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk) or by calling +44 (0)371 664 0391. You may also request that all future documents, announcements and information

*to be sent to you in relation to the Acquisition should be in hard copy form. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.30 p.m. Monday to Friday excluding public holidays in England and Wales. For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement will not be sent unless so requested. In accordance with Rule 30.3 of the Takeover Code, such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.*

### **Electronic communications**

*Please be aware that addresses, electronic addresses and certain other information provided by Intelligent Ultrasound Shareholders, persons with information rights and other relevant persons for the receipt of communications from Intelligent Ultrasound may be provided to Surgical Science during the offer period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.*

### **Rounding**

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.*

### **General**

*Surgical Science reserves the right to elect, with the consent of the Panel (where necessary) and subject to the terms of the Cooperation Agreement, to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments).*

*If the Acquisition is effected by way of a Takeover Offer, and the Takeover Offer becomes or is declared unconditional in all respects and sufficient acceptances are received, Surgical Science intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Intelligent Ultrasound Shares in respect of which the Takeover Offer has not been accepted.*

*Investors should be aware that Surgical Science may purchase Intelligent Ultrasound Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.*

*The Acquisition will be subject to English law, the jurisdiction of the Court, and the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the AIM Rules and the Registrar of Companies.*

### **Rule 2.9 of the Takeover Code**

*For the purposes of Rule 2.9 of the Takeover Code, Intelligent Ultrasound confirms that, as at 18 December 2024, it had in issue 327,189,921 ordinary shares of 1 penny each admitted to trading on AIM. The ISIN for the ordinary shares is GB00BN791Q39.*

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

19 DECEMBER 2024

## RECOMMENDED CASH ACQUISITION

of

Intelligent Ultrasound Group plc ("Intelligent Ultrasound")

by

Surgical Science Sweden AB ("Surgical Science")

to be effected by means of a Scheme of Arrangement under Part 26 of the Companies Act 2006

### 1. Introduction

The boards of Surgical Science and Intelligent Ultrasound are pleased to announce that they have reached agreement on the terms of a recommended cash acquisition to be made by Surgical Science for the entire issued and to be issued ordinary share capital of Intelligent Ultrasound (the "**Acquisition**"). It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (the "**Scheme**" or "**Scheme of Arrangement**").

### 2. The Acquisition

Under the terms of the Acquisition, which shall be subject to the Conditions and further terms set out in Appendix 1 to this announcement and to be set out in the Scheme Document, Intelligent Ultrasound Shareholders shall be entitled to receive:

#### **13 pence in cash for each Intelligent Ultrasound Share held (the "Acquisition Price")**

The Acquisition Price values the entire issued and to be issued ordinary share capital of Intelligent Ultrasound at approximately £45.2 million on a fully diluted basis.

The Acquisition Price represents a premium of approximately:

- 16.9% to the Closing Price per Intelligent Ultrasound Share of 11.13 pence on 18 December 2024 (being the last Business Day prior to the publication of this announcement);
- 31.1% to the volume-weighted average price per Intelligent Ultrasound Share of 9.91 pence for the 12-month period ended 18 December 2024 (being the last Business Day prior to the publication of this announcement); and
- 79.3% to the Closing Price per Intelligent Ultrasound Share of 7.25 pence on 17 July 2024 (being the last Business Day prior to the publication of the announcement of the sale of the Clinical AI Business).

If, on or after the date of this announcement and on or prior to the Effective Date, any dividend, distribution, or other return of value is declared, made, or paid or becomes payable by Intelligent Ultrasound, Surgical Science reserves the right to reduce the Acquisition Price by an amount up to the amount of such dividend, distribution or other return of value in which case any references to the Acquisition Price will be deemed to be a reference to the Acquisition Price as so reduced. In such

circumstances, eligible Intelligent Ultrasound Shareholders shall be entitled to retain any such dividend, distribution, or other return of value declared, made, or paid.

The Acquisition is conditional on the approval of Intelligent Ultrasound Shareholders, the satisfaction or (where applicable) waiver of the Conditions and further terms set out in Appendix 1 to this announcement (which shall be set out in the Scheme Document).

It is expected that the Scheme Document, containing further information about the Acquisition (including an expected timetable of key events) and notices of the Court Meeting and the General Meeting, together with the Forms of Proxy, will be published as soon as reasonably practicable and in any event within 28 days of this announcement or such later date as Surgical Science, Intelligent Ultrasound and the Panel agree, and that the Court Meeting and the General Meeting will be held as soon as practicable thereafter. It is expected that the Scheme will become Effective in the first quarter of 2025. The Scheme Document and Forms of Proxy will be made available to Intelligent Ultrasound Shareholders at no charge to them.

### **3. Background to and reasons for the Acquisition**

Surgical Science has established itself as a leader in medical simulation, dedicated to enhancing medical training through innovative technologies. Surgical Science has closely monitored the developments at Intelligent Ultrasound for some time. Following Intelligent Ultrasound's strategic decision to sell its Clinical AI Business to GE HealthCare, this moment presents a unique opportunity for both companies to join forces in a way that can significantly benefit both companies' long-term goals.

In Surgical Science's view, Intelligent Ultrasound's Simulation Business is particularly attractive due to its strong reputation for delivering high-quality training solutions that improve the skills of healthcare professionals. Intelligent Ultrasound has developed a suite of products that are widely recognised for their effectiveness in ultrasound education, including realistic simulation scenarios and user-friendly interfaces. With a solid customer base in medical schools, hospitals, and training institutions, Intelligent Ultrasound is well-positioned to capitalise on the growing demand for advanced training solutions in the healthcare sector.

Despite its strong reputation and innovative products, Intelligent Ultrasound has historically faced challenges in achieving sustainable growth of the Simulation Business as a standalone entity, with the primary obstacles in Surgical Science's view being the niche offering and the lack of organisational scale. In the competitive landscape of medical simulation, having a diverse portfolio of products is crucial for product bundling and cross-selling opportunities, attracting a wider customer base and enhancing customer value. Intelligent Ultrasound primarily focuses on ultrasound simulation, which limits its ability to offer comprehensive training solutions that encompass other medical disciplines. Furthermore, Intelligent Ultrasound, operating independently, may struggle to match the marketing budgets and distribution networks of larger competitors, limiting its ability to reach new customers and expand its market presence effectively.

On this basis, and considering that the focus on ultrasound simulation aligns strongly with Surgical Science's strategic goal to expand its simulation offering, Surgical Science intends to acquire Intelligent Ultrasound. The acquisition of Intelligent Ultrasound represents an implied enterprise value to sales multiple of approximately 0.5 times Intelligent Ultrasound's sales from its Continuing Business for the financial year 2023 of £10.0 million. The Acquisition values the entire issued and to be issued ordinary share capital of Intelligent Ultrasound at approximately £45.2 million on a fully diluted basis, implying an enterprise value of £4.7 million. The acquisition of Intelligent Ultrasound will enable Surgical Science to establish a firm footprint in the UK, with a new research and development site as well as a comprehensive commercial organisation, and leverage its existing expertise in medical simulation while integrating Intelligent Ultrasound's specialised knowledge in ultrasound training. This strategic alignment not only enhances the product portfolio but also positions the combined entity to address the growing demand for advanced training solutions in the healthcare sector. Through the acquisition of

Intelligent Ultrasound, Surgical Science's ultrasound simulation business is expected to grow over 2 times, on a pro-forma basis for 2023, from sales of approximately SEK 90 million to approximately SEK 222 million.

#### 4. Recommendation

The Intelligent Ultrasound Directors, who have been so advised by Cavendish as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Intelligent Ultrasound Directors, Cavendish has taken into account the commercial assessments of the Intelligent Ultrasound Directors. Cavendish is providing independent financial advice to the Intelligent Ultrasound Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Intelligent Ultrasound Directors intend to recommend unanimously that Intelligent Ultrasound Shareholders vote in favour of the Scheme at the Court Meeting and that Intelligent Ultrasound Shareholders vote in favour of the Resolution to be proposed at the General Meeting, as the Intelligent Ultrasound Directors have irrevocably undertaken to do so (or procure to be done) in respect of their own beneficial holdings of Intelligent Ultrasound Shares.

#### 5. Background to and reasons for the recommendation

In July 2024, the Intelligent Ultrasound Board announced that it had agreed to sell Intelligent Ultrasound Limited and certain other assets which together formed the Group's Clinical AI Business to GE Healthcare. The consideration for the sale was £40.5 million in cash on a cash-free/debt-free basis. Following final adjustments and transaction costs, and as of 22 November 2024, Intelligent Ultrasound's net cash position was £39.6 million. Following the sale of the Clinical AI Business, the Group was left with its original Simulation Business as well as the NeedleTrainer products (the "**Continuing Business**"). Ultrasound simulation products have been the core of Intelligent Ultrasound since its foundation in 2004 and over the last 20 years the Group has sought to grow sales in this business to generate material profitability, adding products and entering new markets. However, the acquisition of Intelligent Ultrasound Limited in 2017, with its clinical AI capabilities was in large part an acknowledgement that ultrasound simulation might not present a sufficiently large market on its own to build a standalone company.

In addition, the Intelligent Ultrasound Board grew concerned about the near-term growth of sales, particularly in the higher margin UK and US markets where the Group has direct sales operations. From a revenue of £10.0 million for the Continuing Business in 2023, the Intelligent Ultrasound Board expects Continuing Business revenue in 2024 to be approximately 13% down at £8.7 million. In H1 2024, the Group lost £1.4 million before tax on Continuing Business revenues of £4.5 million. Looking into 2025, the Intelligent Ultrasound Board continues to monitor the current pipeline, and notes that while it is of similar size to the December 2023 pipeline overall, a greater number of the potential sales are still at an early stage, reducing certainty.

On this basis, following the Clinical AI Business sale, the Intelligent Ultrasound Board undertook a comprehensive review of the growth potential and capital requirements of the post-transaction business. While the Intelligent Ultrasound Board remained confident in the Intelligent Ultrasound Group's simulation products, technology and market reputation, it concluded that, without undertaking considerable investment and/or acquisitions, the Simulation Business risked being sub-scale, particularly in the context of the fixed costs of being a listed company. Any further investment would necessarily involve significant execution risk and there would be no guarantee that Intelligent Ultrasound would be able to deliver a sufficiently value-enhanced business in the medium term. While the use of ultrasound has been expanding in recent years, the Intelligent Ultrasound Board also noted that the market for Intelligent Ultrasound's core products, which are high-cost one-off capital sales, remains difficult to capture in the near term with the current scale and reach of Intelligent Ultrasound's organization.



In particular, the Intelligent Ultrasound Board looked at three key scenarios:

- *No further investment, returning all cash excluding limited working capital to shareholders.* This was not considered viable given the scale of the business, current revenues and market uncertainty. In particular, the large, fixed cost of being listed, materially increases the level of revenue required to be self-supporting.
- *Invest £10 million in the Simulation Business, returning the rest of the cash to shareholders.* In this scenario, Intelligent Ultrasound would look to develop a new product over the next two years, for launch in late 2026/early 2027 in addition to the existing portfolio of products to present Intelligent Ultrasound with an additional product offering and market. While the Group could see a path to execute this plan and develop a product, this would present material execution risk with little certainty about truly achieving scale in a competitive simulation landscape with larger players. Given the amount for this investment and the estimated timelines to see a return, coupled with execution and market risk, the Intelligent Ultrasound Board did not see this as a preferable route.
- *Invest between £20 million and £40 million to make an acquisition, with modest or no return of capital.* While management had been successful with the acquisition of Intelligent Ultrasound to provide a complementary business to Simulation, it was not clear to the Intelligent Ultrasound Board that a relevant asset would be available at the right price in the near term. This approach would require significant conviction given the execution risk and the need for any acquisition to show material uplift in valuation within the medium term to be a preferable route. Given discussions with shareholders the Intelligent Ultrasound Board did not believe that this would be supported by sufficient numbers of shareholders.

Concurrently, the Intelligent Ultrasound Board implemented a consultation with its major shareholders pursuant to which it was clear that such shareholders expected a material return of capital and the management worked with Intelligent Ultrasound's advisers to ensure this could be done in as efficient a manner as possible.

Taking into account the issues with scale and the expectation for a return of capital, the Intelligent Ultrasound Board decided to seek a purchaser for Intelligent Ultrasound's share capital. In September 2024, the Intelligent Ultrasound Board appointed financial advisers in order to determine the value that could be achieved in the event of a sale process and to initiate discussions with potential purchasers on its behalf. The simulation market has a narrow group of potential purchasers and the process involved reaching out to the relevant strategics with the scale and sophistication to make an acquisition of this type and who have sufficient operational and technical overlap to be able to generate the synergies to make an attractive bid. As a result of this process, Intelligent Ultrasound entered into discussions with a number of potential bidders, including Surgical Science. As the process developed, discussions with other parties came to a natural conclusion, save for Surgical Science. This process has culminated in the proposal from Surgical Science and the intention of the Intelligent Ultrasound Directors to recommend the Acquisition.

When assessing the value of the offer, the Intelligent Ultrasound Board has taken into account the risk, uncertainties and capital requirements of scaling the business on a standalone basis as well as the potential value leakage associated with returning capital to shareholders and then selling the Simulation Business in a separate transaction. The Intelligent Ultrasound Board also notes that the average share price of 10.89 pence per Intelligent Ultrasound Share during the period between the announcement of the Clinical AI Business sale and this announcement effectively attributed no equity value to the historically loss-making Simulation Business. The Intelligent Ultrasound Directors believe that the Acquisition will provide Intelligent Ultrasound Shareholders with the opportunity to receive an immediate and certain value per Intelligent Ultrasound Share in cash that may not otherwise become available and would, in any event, be dependent on the swift and successful execution of any new scaling strategy and the ongoing investment requirements to grow into profitability.

In addition to the financial terms of the Acquisition, in its evaluation of Surgical Science as a suitable long-term owner of Intelligent Ultrasound, the Intelligent Ultrasound Board has considered the perspective of all Intelligent Ultrasound stakeholders, and believes Surgical Science's stated intentions for Intelligent Ultrasound in relation to its strategy, growth plans, management and employees as set out in paragraph 9 below are in the best interest of all stakeholders. The Intelligent Ultrasound Board also welcomes Surgical Science's confirmation that, following completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of all Intelligent Ultrasound employees will be fully safeguarded in accordance with applicable law. The Intelligent Ultrasound Board believes that the Acquisition represents an opportunity which will result in a positive outcome for all Intelligent Ultrasound stakeholders, including customers and shareholders.

Certain of Intelligent Ultrasound's larger shareholders have demonstrated their support for the Acquisition, as evidenced by their provision of irrevocable undertakings and a non-binding letter of intent to support the Acquisition in respect of, in aggregate (when added to those irrevocable undertakings given by each of the Intelligent Ultrasound Directors), 155,494,429 Intelligent Ultrasound Shares representing approximately 47.5% of the Intelligent Ultrasound Shares in issue on the Latest Practicable Date.

## **6. Irrevocable Undertakings and Letter of Intent**

In addition to the irrevocable undertakings received from the Intelligent Ultrasound Directors, Surgical Science has received irrevocable undertakings from IP2IPO Limited, IP Venture Fund II (GP) LLP, IP2IPO Portfolio (GP) Limited, Parkwalk Advisors Ltd and Polar Capital Global Healthcare Trust plc to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Resolution to approve and implement the Scheme at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of 131,087,477 Intelligent Ultrasound Shares, in aggregate, representing approximately 40.1% of the issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date.

Surgical Science has also received a non-binding letter of intent from Amati Global Investors Limited to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Resolution to approve and implement the Scheme at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of 22,025,000 Intelligent Ultrasound Shares, in aggregate, representing approximately 6.7% of the issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date.

Surgical Science has, therefore, received irrevocable undertakings and a letter of intent in respect of 155,494,429 Intelligent Ultrasound Shares, in aggregate, representing approximately 47.5% of the issued ordinary share capital of Intelligent Ultrasound as at the Latest Practicable Date.

Further details of these irrevocable undertakings and the letter of intent are set out in Appendix 3.

## **7. Information on Surgical Science**

Surgical Science is a world leader in the development of virtual reality simulators for evidence-based training. The simulators enable surgeons and other medical specialists to train and improve their psycho-motor skills and instrument handling before entering the clinical environment. Alongside its own products, Surgical Science works with simulation solutions for medical device companies that develop instruments for clinical use, such as robotic surgery.

Surgical Science has approximately 270 employees. The company is headquartered in Gothenburg, Sweden and also has operations in Tel Aviv, Israel, as well as in Stockholm, Sweden and in Seattle and Cleveland, U.S. Through sales offices in the U.S. and China, as well as a global network of distributors, Surgical Science maintains a presence in most markets.

Surgical Science reported sales of SEK 883 million (SEK 803 million) and an operating profit of SEK 189 million (SEK 163 million) in the year to 31 December 2023 (2022).

Surgical Science has a market capitalisation of SEK 7,884 million (approximately £566 million). Shares in Surgical Science are traded on the Nasdaq First North Growth Market in Stockholm, Sweden.

## 8. Information on Intelligent Ultrasound

Intelligent Ultrasound is one of the world's leading ultrasound simulation and education companies, specialising in real-time hi-fidelity virtual reality simulation for the ultrasound training market.

With direct operations in the UK and U.S., and distributors that are responsible for sales in other geographies, Intelligent Ultrasound designs and develops real-time hi-fidelity ultrasound education and training simulators and currently offers ultrasound simulation platform technologies focused on the following verticals:

- ScanTrainer – obstetrics and gynaecology (OBGYN);
- HeartWorks – echocardiography and anaesthesiology (ECHO);
- BodyWorks – emergency medicine, critical care, intensive care, and point-of-care (PoCUS);
- BabyWorks – neonate and paediatrics; and
- NeedleTrainer – ultrasound-guided needling.

Intelligent Ultrasound has grown its simulation business since 2014 and to date it has over 1,700 systems installed in over 800 medical institutions around the world selling into over 30 countries year to date.

As at October 2024, the Intelligent Ultrasound Group had 48 employees, split as follows:

Location (Number)		Function (%)	
UK	38	R&D	24
North America	9	Production	15
China	1	Sales & Marketing	37
		Admin	24

In the last three years, the Continuing Business had the following revenues and gross profit margin:

	2021	2022	2023
Revenue	£7.5 million	£9.8 million	£10.0 million
Gross Profit Margin	59.0%	59.8%	59.6%

However, trading in 2024 has been challenging in the UK and North America, with previously announced NHS spending issues significantly reducing UK simulation revenues, and unexpected pressure on sales in North America. As such, for the first half of 2024, sales for the Continuing Business amounted to £4.5 million and gross profit to £2.6 million, leading to a loss for the Continuing Business of £1.3 million. In 2024, Continuing Business revenue is expected to be approximately 13% down at £8.7 million.

In October 2024, Intelligent Ultrasound sold the Clinical AI Business to GE HealthCare for £40.5 million. As of 22 November 2024, Intelligent Ultrasound's net cash position was £39.6 million.

Looking ahead to 2025, the Intelligent Ultrasound Board continues to monitor the current pipeline and notes that while it is of a similar size to the December 2023 pipeline overall, a greater number of the potential sales are still at an early stage, reducing the certainty.

## 9. Directors, management, employees, pensions and locations

### **Surgical Science's strategic plans and intentions for Intelligent Ultrasound**

Surgical Science firmly believes in the potential of Intelligent Ultrasound's ultrasound product line and recognises the opportunity to enhance its value through the integration of Intelligent Ultrasound into Surgical Science's larger global operations. Accordingly, Surgical Science intends to integrate Intelligent Ultrasound's existing operations across all functions. This is expected to benefit the Combined Group's offering and future development by improving operational efficiencies and leveraging shared resources and functions.

Surgical Science believes that Intelligent Ultrasound's volumetric ultrasound technology is highly complementary to Surgical Science's existing simulated ultrasound technology and the combination of the two will lead to end-products with greater depth of functionality that will drive higher end-market penetration. Intelligent Ultrasound's Cardiff based research and development team is therefore expected to play an important role in Surgical Science's global research and development function, which currently operates from multiple sites worldwide. Intelligent Ultrasound's Cardiff team will be integrated into Surgical Science's larger research and development structure to enhance Surgical Science's core technologies and support innovation that connects to Surgical Science's product ecosystem. Surgical Science envisages that Intelligent Ultrasound's Cardiff based research and development team will become one of Surgical Science's five global research and development hubs, complementing the existing teams in Tel Aviv, Gothenburg, Seattle and Stockholm. Similarly, other corporate functions are also intended to be fully integrated with Surgical Science's established structure to enable scalability and ensure optimal and efficient use of resources.

Whilst Surgical Science intends, as soon as practicable following completion of the Acquisition, to procure that Intelligent Ultrasound distributes the majority of the cash on its balance sheet to its then-parent company, Surgical Science, the Surgical Science Directors believe that the Acquisition, if successfully completed, will provide a stable and better capitalised future for Intelligent Ultrasound, whereby Intelligent Ultrasound can leverage the Combined Group's resources to effect strategic expansion.

As part of this plan, Surgical Science intends to establish a direct sales presence in the UK. On completion of the Acquisition, Surgical Science therefore intends to utilise Intelligent Ultrasound's existing direct sales capabilities in the UK, which it plans to expand to enhance its competitive position for the full Surgical Science product range. For the international sales, Surgical Science and Intelligent Ultrasound both have strong existing distributor networks, and the new merged reseller network is expected to strengthen the Combined Group's international market presence.

In addition, Surgical Science intends to fully integrate Intelligent Ultrasound's products into its product portfolio under the Surgical Science brand umbrella.

The Surgical Science Directors intend that Surgical Science will, following the Effective Date, carry out a review (the "**Post Completion Review**"), of the operations of Intelligent Ultrasound. Surgical Science intends to commence the Post Completion Review as soon as completion of the Acquisition occurs and envisages that it should be capable of being completed within three to four weeks of the Effective Date. The Surgical Science Directors envisage that the Post Completion Review will focus on (i) understanding better the structure of Intelligent Ultrasound's operations generally, but in particular outside the UK, and evaluating the skillsets of Surgical Science's employees there and (ii) identifying duplicative roles across Surgical Science's and Intelligent Ultrasound's respective businesses in corporate and head office roles relating to Intelligent Ultrasound's status as an AIM-traded company, as well as administrative and sales functions.

Subject to the Post Completion Review, Surgical Science envisages that efficiencies gained from Intelligent Ultrasound transitioning to a private company, enhanced alignment of corporate costs, and a review of resource requirements, are expected to result in annual cost savings of approximately £1.5-2 million.

### **Directors, management and employees**

Surgical Science attaches great importance to the skills and experience of the employees and management team of Intelligent Ultrasound and recognises their important contribution to Intelligent Ultrasound's successful track record to date. Surgical Science intends to retain Intelligent Ultrasound's Chief Executive Officer, Stuart Gall, and Chief Financial Officer, Helen Jones, in new senior roles within the Combined Group. Surgical Science intends to dispense with the services of all of Intelligent Ultrasound's non-executive directors, as is customary for a transaction of this nature.

Surgical Science has a history of utilising talent from the companies it acquires, with the majority of employees continuing to play a role and thriving within the Surgical Science Group. Surgical Science looks forward to Intelligent Ultrasound's employees contributing to the Combined Group whilst benefiting from enhanced opportunities and resources. However, in order to achieve the cost savings outlined above and most effectively benefit from the synergies of Surgical Science's existing operational footprint, it is expected that there will be a reduction in headcount within Intelligent Ultrasound's operations of between 10-20%, which the Surgical Science Directors anticipate will mostly impact Intelligent Ultrasound's operations outside of the UK (subject to the Post Completion Review).

In the U.S., Intelligent Ultrasound currently employs nine individuals in its office based in Atlanta, Georgia. Surgical Science intends as soon as practicable following completion of the Acquisition, in conjunction with Intelligent Ultrasound's Chief Executive Officer and Chief Financial Officer, to evaluate the structure of, and roles within, this office, and the skill sets of the U.S. employees as part of the Post Completion Review, with a view potentially to align them with Surgical Science's broader U.S. operations, including offices in Seattle and Cleveland and a geographically distributed sales team. The outcome of this review may be a reduction in headcount in Intelligent Ultrasound's U.S. operations. Some affected employees may be redeployed to Surgical Science's other offices in the U.S. in order to optimise the efficiency of the Combined Group in the region.

No decisions will be taken with respect to any changes to the workforce until the Surgical Science Directors and senior management have been able to evaluate the opportunities in the Combined Group for any such employees during the Post Completion Review, and until comprehensive planning and appropriate engagement with affected employees, stakeholders and representatives has taken place in accordance with any applicable legal obligations of the Combined Group where it operates after the Effective Date.

Surgical Science does not intend to make any material changes to the balance of skills and functions of the employees and management of Intelligent Ultrasound.

Surgical Science will fully safeguard the existing employment rights, including pension rights, of Intelligent Ultrasound's employees.

### **Management incentivisation and retention arrangements**

Following completion of the Acquisition, it is intended that Surgical Science will review Intelligent Ultrasound's remuneration and incentivisation arrangements, with a view to achieving an appropriate alignment of incentives for management and employee performance across the Combined Group. Surgical Science has not entered into and does not intend to enter into any discussions or make any proposals with respect to incentivisation with any members of Intelligent Ultrasound's management prior to completion of the Acquisition.

## **Locations, headquarters, fixed assets and research and development**

Surgical Science intends to retain Intelligent Ultrasound's headquarters in Cardiff, UK, including its research and development function as well as its local assembly operation. However, depending upon the outcome of the Post Completion Review and the outcome of any decisions with respect to the retention and/or deployment of the U.S. employees, Surgical Science may decide that it is no longer economically viable to retain Intelligent Ultrasound's Atlanta office in the U.S., as indicated above. Intelligent Ultrasound currently has a small office in Beijing in China and the Surgical Science Directors intend to decide whether the Beijing office is required as part of the Combined Group's longer term plans as part of the Post Completion Review.

Other than as disclosed above, Surgical Science does not anticipate that there will be any material redeployment of the fixed assets of Intelligent Ultrasound.

As referred to above, Surgical Science intends to retain Intelligent Ultrasound's existing research and development functions.

## **Pension schemes**

Intelligent Ultrasound has confirmed to Surgical Science that the only pension scheme that it currently makes available to its employees is a defined contribution scheme and that it does not have any current or historical obligations in respect of any defined benefit pension arrangements.

Surgical Science does not intend to make any changes to the agreed employer contributions to Intelligent Ultrasound's existing defined contribution pension scheme, or to make any changes to the accrual of benefits for existing members or the admission of new members to such pension scheme, unless any such changes are more favourable to the relevant member(s).

## **Trading Facilities**

The Intelligent Ultrasound Shares are currently admitted to trading on AIM and, as set out in paragraph 15 below, it is intended that an application will be made to the London Stock Exchange for the cancellation of admission to trading of the Intelligent Ultrasound Shares on AIM to become effective as soon as practicable after the Effective Date.

It is expected that the last day of dealings in Intelligent Ultrasound Shares on AIM will be the last Business Day prior to the Effective Date and no transfers will be registered after 6.00 p.m. (London time) on that date.

It is also intended that, following the Effective Date and cancellation, Intelligent Ultrasound will be re-registered as a private company.

On the Effective Date, all of the Intelligent Ultrasound Shares will become owned by Surgical Science and any share certificates in respect of those Intelligent Ultrasound Shares will cease to be valid and of value and should be destroyed. In addition, entitlements to Intelligent Ultrasound Shares held within the CREST system will be cancelled.

No statements in this paragraph 9 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

## **10. Intelligent Ultrasound Share Plan**

Participants in the Intelligent Ultrasound Share Plan will be contacted regarding the effect of the Acquisition on their rights under the Intelligent Ultrasound Share Plan and, where required, appropriate proposals shall be made to such participants pursuant to Rule 15 of the Takeover Code in due course.

Further details of the terms of such proposals shall be included in the Scheme Document (or, if Surgical Science has elected (with the consent of the Panel and subject to the terms of the Cooperation

Agreement) to exercise its right to implement the Acquisition by way of a Takeover Offer, the Offer Document) and in separate letters to be sent to participants in the Intelligent Ultrasound Share Plan.

## 11. Financing

The consideration necessary to satisfy the Acquisition in full will be funded from Surgical Science's existing cash resources.

To provide additional liquidity for Surgical Science, Surgical Science entered into a promissory note, with special terms and conditions attached, with Danske Bank on 5 December 2024 (the "**DB Facility**"), under which Danske Bank agreed to provide up to £17 million to Surgical Science. Surgical Science drew down £17 million under the DB Facility prior to the date of this announcement and intends to settle the consideration payable pursuant to the Acquisition out of the cash on its balance sheet, including the funds drawn down under the DB Facility.

Strand Hanson, joint financial adviser to Surgical Science, confirms that it is satisfied that sufficient resources are available to Surgical Science to satisfy in full the cash consideration payable to Intelligent Ultrasound Shareholders under the terms of the Acquisition.

Further information on the financing of the Acquisition will be set out in the Scheme Document.

## 12. Offer-related Arrangements

### ***Confidentiality Agreement***

Surgical Science and Intelligent Ultrasound entered into a confidentiality agreement on 21 November 2024 (the "**Confidentiality Agreement**"), pursuant to which, among other things, Surgical Science has undertaken to Intelligent Ultrasound to keep information relating to the Acquisition, Intelligent Ultrasound and the Wider Intelligent Ultrasound Group confidential and not to disclose it to third parties (other than to certain authorised recipients) unless required by law or regulation. Surgical Science has also undertaken to Intelligent Ultrasound to use confidential information relating to the Acquisition, Intelligent Ultrasound and the Wider Intelligent Ultrasound Group only in connection with the Acquisition. These obligations shall remain in force until the earlier of (i) 18 months from the date of the Confidentiality Agreement; and (ii) completion of the Acquisition.

Surgical Science has also agreed to customary standstill arrangements pursuant to which Surgical Science has agreed (subject to certain customary exceptions) that it shall not (among other things) acquire Intelligent Ultrasound Shares or any interest in any Intelligent Ultrasound Shares without the prior written consent of Intelligent Ultrasound. These restrictions fall away immediately following the making of this announcement.

### **Cooperation Agreement**

Pursuant to the Cooperation Agreement dated the date of this announcement, Surgical Science has agreed to provide Intelligent Ultrasound with such information, assistance and access as may reasonably be required for the preparation of the Scheme Document and certain confirmations in relation to the Scheme. The Cooperation Agreement records Surgical Science and Intelligent Ultrasound's intention to implement the Acquisition by way of a Scheme, subject to the ability of Surgical Science to implement the Acquisition by way of a Takeover Offer in the circumstances described in the Cooperation Agreement. Surgical Science and Intelligent Ultrasound have also agreed to certain customary provisions if Surgical Science elects to implement the Acquisition by means of a Takeover Offer and have agreed certain arrangements in respect of the Intelligent Ultrasound Share Plan, as well as directors' and officers' insurance.

The Cooperation Agreement will terminate in certain circumstances, including (but not limited to): (a) if Surgical Science and Intelligent Ultrasound so agree in writing at any time prior to the Effective Date; (b) if the Intelligent Ultrasound Directors make a change to their recommendation; (c) prior to the Long

Stop Date: (i) any condition has been invoked by Surgical Science (where permitted by the Panel) or (ii) a "competing proposal" (as defined therein) is recommended in whole or in part by the Intelligent Ultrasound Directors or completes, becomes effective or is declared or becomes unconditional in all respects; (d) the Acquisition is withdrawn or terminated or lapses in accordance with its terms prior to the Long Stop Date, and where required, with the consent of the Panel (other than: (i) where such lapse or withdrawal is as a result of the exercise of Surgical Science's right to a switch to a Takeover Offer or (ii) it is otherwise to be followed within six business days (or such other period as Intelligent Ultrasound and Surgical Science may agree) by an announcement under Rule 2.7 of the Takeover Code made by Surgical Science or any person acting in concert with Surgical Science (or deemed to be acting in concert with Surgical Science) to implement the Acquisition by a different offer or scheme on substantially the same or improved terms); or (e) if: (i) except where Surgical Science exercises its right to a switch to a Takeover Offer, the Scheme is not approved by the requisite majority of Intelligent Ultrasound Shareholders at the Court Meeting and/or the Resolution is not passed by the requisite majority of Intelligent Ultrasound Shareholders at the General Meeting; (ii) the Court Meeting and/or the General Meeting are not held on or before the 22<sup>nd</sup> day after the expected date of the Court Meeting and/or General Meeting; (iii) the Sanction Hearing is not held on or before 30 days after all of the Conditions have been satisfied or waived (or such later date as may be agreed in writing between Surgical Science and Intelligent Ultrasound, with the consent of the Panel and the approval of the Court (if such approval(s) are required)), except where such delay or adjournment is caused by logistical or practical reasons beyond Intelligent Ultrasound's control (and Intelligent Ultrasound has not contributed thereto); (iv) the Court makes a final determination not to sanction the Scheme; or (v) if any applicable law in effect enjoins or otherwise prohibits the consummation of the Acquisition, and such law has become final and non-appealable.

### **13. Structure of the Acquisition**

It is intended that the Acquisition will be implemented by means of a Court-sanctioned Scheme of Arrangement between Intelligent Ultrasound and Intelligent Ultrasound Shareholders under Part 26 of the Companies Act, although Surgical Science reserves the right to implement the Acquisition by means of a Takeover Offer (subject to the consent of the Panel and the terms of the Cooperation Agreement).

The purpose of the Scheme is to provide for Surgical Science to become the holder of the entire issued and to be issued ordinary share capital of Intelligent Ultrasound. This is to be achieved by the transfer of the Intelligent Ultrasound Shares to Surgical Science, in consideration of which the Intelligent Ultrasound Shareholders who are on the register of members at the Scheme Record Time shall receive cash consideration on the basis set out in paragraph 2 of this announcement. The transfer of the Intelligent Ultrasound Shares to Surgical Science will result in Intelligent Ultrasound becoming a wholly-owned subsidiary of Surgical Science.

The Acquisition is subject to the Conditions and further terms set out below and in Appendix 1 to this announcement and to be set out in the Scheme Document and will only become Effective if, among other things, the following events occur on or before 11.59 p.m. on the Long Stop Date:

(i) the approval of the Scheme by a majority in number of the Intelligent Ultrasound Shareholders who are present and vote (and are entitled to vote), whether in person or by proxy, at the Court Meeting and who represent 75% or more in value of the Scheme Shares voted by such Intelligent Ultrasound Shareholders;

(ii) the Resolution required to approve and implement the Scheme being duly passed by Intelligent Ultrasound Shareholders representing the requisite majority or majorities of the votes cast at the General Meeting;

(iii) the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms acceptable to Intelligent Ultrasound and Surgical Science); and

(iv) following such sanction, the delivery of a copy of the Court Order to the Registrar of Companies.



The Conditions in paragraph 2 of Part A of Appendix 1 to this announcement provide, among other things, that the Scheme will lapse if:

- the Court Meeting and/or the General Meeting are not held by the 22<sup>nd</sup> day after the expected date for such meetings that shall be specified in the Scheme Document in due course (or such later date as may be agreed between Surgical Science and Intelligent Ultrasound);
- the Sanction Hearing is not held by the 22<sup>nd</sup> day after the expected date of such hearing to be set out in the Scheme Document in due course (or such later date as may be agreed between Surgical Science and Intelligent Ultrasound); or
- the Scheme does not become Effective by 11.59 p.m. on the Long Stop Date,

provided, however, that the deadlines for the timing of the Court Meeting and the General Meeting as set out above may be waived by Surgical Science, and the Long Stop Date may be extended by agreement between Intelligent Ultrasound and Surgical Science and with the consent of the Panel and (where relevant) the Court. Subject to satisfaction (or waiver, where applicable) of the Conditions, the Scheme is expected to become Effective in the first quarter of 2025.

Upon the Scheme becoming Effective: (i) it shall be binding on all Intelligent Ultrasound Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and, if they voted, irrespective of whether or not they voted in favour); and (ii) any share certificates in respect of the Scheme Shares will cease to be valid and should be destroyed, and entitlements to Intelligent Ultrasound Shares held within the CREST system will be cancelled.

The terms of the Scheme will provide that the Scheme Shares acquired under the Scheme shall be acquired fully paid and free from all liens, equitable interests, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the Effective Date.

Further details of the Scheme, including an indicative timetable for its implementation, shall be set out in the Scheme Document. It is expected that the Scheme Document and the Forms of Proxy accompanying the Scheme Document for use at the Court Meeting and the General Meeting will be distributed to Intelligent Ultrasound Shareholders as soon as reasonably practicable and in any event within 28 days of the date of this announcement or such later date as Intelligent Ultrasound, Surgical Science and the Panel may agree, and that the Court Meeting and the General Meeting will be held as soon as practicable thereafter. The Scheme Document and associated Forms of Proxy will be made available to all Intelligent Ultrasound Shareholders at no charge to them.

#### **14. Acquisition bonus for Intelligent Ultrasound executive directors**

An acquisition bonus pool was adopted by Intelligent Ultrasound in December 2020, and amended on 2 September 2024, whereby participants are entitled to receive a cash payment in the event that Intelligent Ultrasound is subject to an offer with an exit event.

In accordance with the above and the terms of their respective bonus award letters dated 28 December 2020, and as confirmed by the Intelligent Ultrasound remuneration committee on 19 November 2024, the executive directors of Intelligent Ultrasound are entitled to a bonus of £586,090.47 in aggregate upon completion of the Acquisition.

## **15. Cancellation of trading and re-registration**

It is intended that the London Stock Exchange will be requested to cancel admission of the Intelligent Ultrasound Shares to trading on AIM to become effective as soon as practicable after the Effective Date.

It is expected that the last day of dealings in Intelligent Ultrasound Shares on AIM will be the last Business Day prior to the Effective Date and no transfers will be registered after 6.00 p.m. (London time) on that date.

It is also intended that, following the Effective Date and cancellation, Intelligent Ultrasound will be re-registered as a private company.

On the Effective Date, all of the Intelligent Ultrasound Shares will become owned by Surgical Science and any share certificates in respect of those Intelligent Ultrasound Shares will cease to be valid and of value and should be destroyed. In addition, entitlements to Intelligent Ultrasound Shares held within the CREST system will be cancelled.

## **16. Disclosure of interests in Intelligent Ultrasound**

As at the close of business on the Latest Practicable Date and so far as Surgical Science is aware, neither Surgical Science nor any of its directors or any person acting, or deemed to be acting, in concert (within the meaning of the Takeover Code) with Surgical Science:

- had any interest in, or right to subscribe for, or had any arrangement in relation to, Intelligent Ultrasound Shares or any relevant securities of Intelligent Ultrasound;
- had any short position in relation to any Intelligent Ultrasound Shares or any relevant securities of Intelligent Ultrasound, whether conditional or absolute and whether in the money or otherwise, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery of, any Intelligent Ultrasound Shares or any relevant securities of Intelligent Ultrasound;
- had any dealing arrangement of the kind referred to in Note 11 on the definition of "acting in concert" in the Takeover Code, in relation to Intelligent Ultrasound Shares or in relation to any securities convertible or exchangeable into Intelligent Ultrasound Shares;
- save as set out in this announcement, had procured an irrevocable commitment or letter of intent to accept the terms of the Acquisition in respect of Intelligent Ultrasound Shares or any relevant securities of Intelligent Ultrasound; or
- has borrowed or lent any Intelligent Ultrasound Shares or relevant securities of Intelligent Ultrasound (including, for these purposes, any financial or collateral arrangements of the kind referred to in Note 3 on Rule 4.6 of the Takeover Code).

"Interests in securities" for these purposes arise, in summary, where a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who has a short position in securities is not treated as interested in those securities). In particular, a person shall be treated as having an "interest" by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to, securities.

## **17. Dividends**

If, on or after the date of this announcement, any dividend, distribution, or other return of value is declared, made or paid, or becomes payable by Intelligent Ultrasound, Surgical Science reserves the right to reduce the Acquisition Price by the amount of any such dividend, distribution, or other return of

value. In such circumstances, Intelligent Ultrasound Shareholders shall be entitled to retain any such dividend, distribution, or other return of value declared, made, or paid.

## **18. General**

Surgical Science reserves the right to elect (with the consent of the Panel and subject to the terms of the Cooperation Agreement) to implement the Acquisition by way of a Takeover Offer for the entire issued and to be issued ordinary share capital of Intelligent Ultrasound as an alternative to the Scheme.

In such event, the Takeover Offer shall be implemented on substantially the same terms, so far as applicable, and subject to the terms of the Cooperation Agreement, as those which would apply to the Scheme, subject to appropriate amendments, including, without limitation, the inclusion of an acceptance condition set (subject to the Cooperation Agreement) at a level permitted by the Panel. Further, if sufficient acceptances of the Takeover Offer are received and/or sufficient Intelligent Ultrasound Shares are otherwise acquired to do so, it would be the intention of Surgical Science to apply the provisions of the Companies Act to acquire compulsorily any outstanding Intelligent Ultrasound Shares to which the Takeover Offer relates.

The Acquisition shall be made subject to the Conditions and further terms set out in Appendix 1 to this announcement and to be set out in the Scheme Document. The bases and sources of certain financial information contained in this announcement are set out in Appendix 2 to this announcement. Certain terms used in this announcement are defined in Appendix 4 to this announcement.

It is expected that the Scheme Document will be published as soon as reasonably practicable and in any event within 28 days of this announcement or such later date as Intelligent Ultrasound, Surgical Science and the Panel agree, and that the Court Meeting and the General Meeting will be held as soon as practicable thereafter. It is expected that the Scheme will become Effective in the first quarter of 2025. The Scheme Document and Forms of Proxy will be made available to Intelligent Ultrasound Shareholders at no charge to them.

Pareto, Strand Hanson and Cavendish have each given and not withdrawn its consent to the publication of this announcement with the inclusion herein of the references to its name in the form and context in which it appears.

## **19. Documents**

Copies of the following documents will be available promptly on Surgical Science's website at <https://www.surgicalscience.com>, and Intelligent Ultrasound's website at <https://www.intelligentultrasound.com>, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, and in any event by no later than noon on the Business Day following this announcement:

- this announcement;
- the Confidentiality Agreement;
- the Cooperation Agreement;
- the DB Facility;
- the irrevocable undertakings and letter of intent referred to in paragraph 6 above and summarised in Appendix 3 to this announcement; and
- the consent from Pareto, Strand Hanson and Cavendish to being named in this announcement.

Neither the content of the websites referred to in this announcement, nor any website accessible from hyperlinks set out in this announcement, is incorporated into or forms part of this announcement.

## Enquiries

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Baker McKenzie LLP is acting as legal adviser to Surgical Science.

RBG Legal Services Limited, trading as Memery Crystal, is acting as legal adviser to Intelligent Ultrasound.

## **Inside information**

*This announcement contains inside information as stipulated under the Market Abuse Regulations (EU) No. 596/2014 (as applicable in Sweden as well as the United Kingdom by incorporation into law by virtue of the European Union (Withdrawal) Act 2018 as amended by virtue of the Market Abuse (Amendment) (EU Exit) Regulations 2019). Upon the publication of this announcement via a Regulatory Information Service, this inside information is now considered to be in the public domain.*

## **Further information**

*This announcement is for information purposes only and is not intended to and does not constitute, or form any part of any offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities of Intelligent Ultrasound in any jurisdiction in contravention of applicable law. The Acquisition will be made and implemented solely pursuant to the terms of the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document), which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any vote in respect of, or other response to, the Acquisition should be made only on the basis of the information contained in the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).*

*Intelligent Ultrasound and Surgical Science will prepare the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document) to be distributed to Intelligent Ultrasound Shareholders. Intelligent Ultrasound urges Intelligent Ultrasound Shareholders to read the Scheme Document (or if the Acquisition is implemented by way of a Takeover Offer, the Offer Document) when it becomes available because it will contain important information relating to the Acquisition.*

*This announcement does not constitute a prospectus, prospectus equivalent document or an exempted document.*

*The statements contained in this announcement are made as at the date of this announcement, unless some other time is specified in relation to them, and publication of this announcement shall not give rise to any implication that there has been no change in the facts set forth in this announcement since such date.*

## **Disclaimers**

*This announcement does not constitute any advice or recommendation with respect to such securities or other financial instruments.*

*Pareto Securities AB ("**Pareto**"), which is a Swedish investment firm supervised by the Swedish Financial Supervisory Authority (Finansinspektionen), is acting as joint financial adviser to Surgical Science and no one else in connection with the Acquisition and will not be responsible to anyone other than Surgical Science for providing the protections afforded to its clients or for providing advice in connection with the Acquisition or any other matter referred to herein.*

*Strand Hanson Limited ("**Strand Hanson**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as joint financial adviser to Surgical Science and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Surgical Science for providing the protections afforded to clients of Strand Hanson, nor for providing advice in relation to any matter referred to in this announcement. Neither Strand Hanson nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Strand Hanson in connection with the matters referred to in this announcement, any statement contained herein or otherwise.*

*Cavendish Capital Markets Limited ("**Cavendish**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as Rule 3 adviser, financial adviser, nominated adviser and corporate broker to Intelligent*

*Ultrasound and no one else in connection with the Acquisition and will not regard any other person as its client in relation to the Acquisition and will not be responsible to anyone other than Intelligent Ultrasound for providing the protections afforded to clients of Cavendish, nor for providing advice in relation to any matter referred to in this announcement. Neither Cavendish nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Cavendish in connection with the matters referred to in this announcement, any statement contained herein or otherwise.*

## **Overseas jurisdictions**

*The release, publication or distribution of this announcement in or into jurisdictions other than the United Kingdom and Sweden may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the United Kingdom and Sweden should inform themselves about, and observe, any applicable requirements. Any failure to comply with such requirements may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This announcement has been prepared in accordance with and for the purpose of complying with English law, the Takeover Code, the AIM Rules the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside the United Kingdom or Sweden.*

*The availability of the Acquisition to Intelligent Ultrasound Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. Any person (including, without limitation, nominees, trustees and custodians) who would, or otherwise intends to, forward this announcement, the Scheme Document or any accompanying document to any jurisdiction outside the United Kingdom should refrain from doing so and seek appropriate professional advice before taking any action. In particular, the ability of persons who are not resident in the United Kingdom to vote their Intelligent Ultrasound Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).*

*Unless otherwise determined by Surgical Science or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into, from, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this announcement and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including, without limitation, agents, custodians, nominees and trustees) must not mail or otherwise forward, distribute or send such documents in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in, into, from, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or*

*other securities exchange of, any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

*Further details in relation to Overseas Shareholders will be included in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).*

### **Notice to U.S. Intelligent Ultrasound Shareholders**

*The Acquisition relates to the shares of an English company and is being made by means of a scheme of arrangement provided for under English law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer or proxy solicitation rules under the U.S. Securities Exchange Act of 1934 (the "**U.S. Exchange Act**"). Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of the tender offer and proxy solicitation rules under the U.S. Exchange Act. The financial information included in this announcement has been prepared in accordance with UK-adopted IFRS and thus may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.*

*If, in the future, Surgical Science exercises its right to implement the Acquisition by way of a Takeover Offer, which is to be made into the United States, the Takeover Offer will be made in compliance with the applicable laws and regulations of the United Kingdom and the United States, including any applicable exemptions under the U.S. Exchange Act.*

*Surgical Science and Intelligent Ultrasound are located in a non-U.S. jurisdiction, and some or all of their officers and directors may be residents of a non-U.S. jurisdiction. As a result, U.S. holders of Intelligent Ultrasound Shares may not be able to effect service of process upon a non-U.S. company or its officers or directors or to enforce against them a judgement of a U.S. court for violations of the federal and state securities laws of the United States.*

*In accordance with normal United Kingdom practice and pursuant to Rule 14e-5(b) of the U.S. Exchange Act, Surgical Science, certain affiliated companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Intelligent Ultrasound Shares outside of the U.S., other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any such purchases will not be made at prices higher than the price of the Acquisition provided in this announcement unless the price of the Acquisition is increased accordingly. Any information about such purchases will be disclosed as required in the United Kingdom, will be reported to a Regulatory Information Service and will be made available on the London Stock Exchange website, [www.londonstockexchange.com](http://www.londonstockexchange.com). To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.*

*U.S. Intelligent Ultrasound Shareholders should also be aware that the transaction contemplated herein may have tax consequences in the U.S. and, that such consequences, if any, are not described herein. U.S. Intelligent Ultrasound Shareholders are urged to consult with legal, tax and financial advisers in connection with making a decision regarding this transaction.*

*Neither the Acquisition nor this announcement have been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have such authorities approved or disapproved or passed judgement upon the fairness or the merits of the Acquisition, or determined if the information contained in this announcement is adequate, accurate or complete. Any representation to the contrary is a criminal offence in the United States.*

## **Forward-looking statements**

*This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by Surgical Science and Intelligent Ultrasound contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of Surgical Science and Intelligent Ultrasound about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.*

*The forward-looking statements contained in this announcement include statements relating to the expected effects of the Acquisition on Surgical Science and Intelligent Ultrasound (including their future prospects, developments and strategies), the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "prepares", "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "projects", "synergy", "strategy", "scheduled", "goal", "estimates", "forecasts", "cost saving", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved. Forward looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of Surgical Science's and Intelligent Ultrasound's, any member of the Surgical Science Group or any member of the Intelligent Ultrasound Group's, operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on Surgical Science's and Intelligent Ultrasound's, any member of the Surgical Science Group or any member of the Intelligent Ultrasound Group's, business.*

*Although Surgical Science and Intelligent Ultrasound believe that the expectations reflected in such forward-looking statements are reasonable, Surgical Science and Intelligent Ultrasound can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.*

*These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain shareholder approvals and the satisfaction of other Conditions on the proposed terms and schedule; changes in the global political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or disposals; changes in general economic and business conditions; changes in the behaviour of other market participants; changes in the anticipated benefits from the proposed transaction not being realised as a result of changes in general economic and market conditions in the countries in which Surgical Science and Intelligent Ultrasound operate; weak, volatile or illiquid capital and/or credit markets; changes in tax rates, interest rate and currency value fluctuations, the degree of competition in the geographic and business areas in which Surgical Science and Intelligent Ultrasound operate; and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors. Neither Surgical Science nor Intelligent Ultrasound, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. You are cautioned not to place any reliance on these forward-looking statements.*

*Specifically, statements of estimated cost savings and synergies related to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies*



*referred to may not be achieved, may be achieved later or sooner than estimated, or those achieved could be materially different from those estimated. Due to the scale of the Intelligent Ultrasound Group, there may be additional changes to the Intelligent Ultrasound Group's operations. As a result, and given the fact that the changes relate to the future, the resulting cost synergies may be materially greater or less than those estimated.*

*The forward-looking statements speak only at the date of this announcement. All subsequent oral or written forward-looking statements attributable to any member of the Surgical Science Group or the Intelligent Ultrasound Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.*

*Other than in accordance with their legal or regulatory obligations, neither Surgical Science nor Intelligent Ultrasound is under any obligation, and Surgical Science and Intelligent Ultrasound expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.*

### **Dealing and Opening Position Disclosure Requirements**

*Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) of the Takeover Code applies must be made by no later than 3.30 p.m. on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. on the business day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.*

## **Publication on a website**

*In accordance with Rule 26.1 of the Takeover Code, a copy of this announcement and the documents required to be published under Rule 26 of the Takeover Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Intelligent Ultrasound's website at <https://www.intelligentultrasound.com> and Surgical Science's website at <https://www.surgicalscience.com> by no later than 12 noon (London time) on the Business Day following this announcement. For the avoidance of doubt, neither the content of these websites nor of any website accessible from hyperlinks set out in this announcement is incorporated by reference or forms part of this announcement.*

## **No profit forecasts, estimates or quantified benefits statements**

*No statement in this announcement is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Intelligent Ultrasound or Surgical Science for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Intelligent Ultrasound or Surgical Science (as the case may be).*

## **Requesting hard copy documents**

*In accordance with Rule 30.3 of the Takeover Code, Intelligent Ultrasound Shareholders, persons with information rights and participants in Intelligent Ultrasound Share Plan may request a hard copy of this announcement, free of charge, by contacting Intelligent Ultrasound's registrar, Link Group, either in writing to Central Square, 29 Wellington Street, Leeds LS1 4DL, by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk) or by calling +44 (0)371 664 0391. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.30 p.m. Monday to Friday excluding public holidays in England and Wales. For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement will not be sent unless so requested. In accordance with Rule 30.3 of the Takeover Code, such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.*

## **Electronic communications**

*Please be aware that addresses, electronic addresses and certain other information provided by Intelligent Ultrasound Shareholders, persons with information rights and other relevant persons for the receipt of communications from Intelligent Ultrasound may be provided to Surgical Science during the offer period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.*

## **Rounding**

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.*

## **General**

*Surgical Science reserves the right to elect, with the consent of the Panel (where necessary) and subject to the terms of the Cooperation Agreement, to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments).*

*If the Acquisition is effected by way of a Takeover Offer, and the Takeover Offer becomes or is declared unconditional in all respects and sufficient acceptances are received, Surgical Science intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Intelligent Ultrasound Shares in respect of which the Takeover Offer has not been accepted.*

*Investors should be aware that Surgical Science may purchase Intelligent Ultrasound Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.*

*The Acquisition will be subject to English law, the jurisdiction of the Court, and the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the AIM Rules and the Registrar of Companies.*

**Rule 2.9 of the Takeover Code**

*For the purposes of Rule 2.9 of the Takeover Code, Intelligent Ultrasound confirms that, as at 18 December 2024, it had in issue 327,189,921 ordinary shares of 1 penny each admitted to trading on AIM. The ISIN for the ordinary shares is GB00BN791Q39.*

## **Appendix 1**

### **Conditions and Further Terms of the Acquisition**

#### **Part A**

##### ***Conditions to the Scheme and the Acquisition***

##### **Long Stop Date**

1. The Acquisition is conditional upon the Scheme becoming unconditional and Effective, subject to the provisions of the Takeover Code, by no later than 11.59 p.m. on the Long Stop Date.

##### **Scheme Approval Condition**

2. The Scheme shall be subject to the following conditions:
  - 2.1 (i) its approval by a majority in number and representing not less than 75% in value of the Intelligent Ultrasound Shareholders who are on the register of members of Intelligent Ultrasound (or the relevant class or classes thereof, if applicable) at the Voting Record Time, present and voting, whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court (or any adjournment thereof); and (ii) such Court Meeting and any separate class meeting (or any adjournment of any such meeting) being held on or before the 22<sup>nd</sup> day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date, if any, (a) as may be agreed between Surgical Science and Intelligent Ultrasound, or (b) (in a competitive situation) as may be specified by Surgical Science with the consent of the Panel, and in each case that (if required) the Court may allow);
  - 2.2 (i) the Resolution being duly passed by the requisite majority or majorities at the General Meeting (or any adjournment thereof); and (ii) such General Meeting (or any adjournment thereof) being held on or before the 22<sup>nd</sup> day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date, if any, (a) as may be agreed between Surgical Science and Intelligent Ultrasound, or (b) (in a competitive situation) as may be specified by Surgical Science with the consent of the Panel, and in each case that (if required) the Court may allow); and
  - 2.3 (i) the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Surgical Science and Intelligent Ultrasound) and the delivery of a copy of the Court Order to the Registrar of Companies; and (ii) the Sanction Hearing being held on or before the 22<sup>nd</sup> day after the expected date of the Sanction Hearing to be set out in the Scheme Document in due course (or such later date, if any, (a) as may be agreed between Surgical Science and Intelligent Ultrasound, or (b) (in a competitive situation) as may be specified by Surgical Science with the consent of the Panel, and in each case that (if required) the Court may allow).

##### **General Conditions**

3. In addition, subject as stated in Part B of this Appendix 1 and to the requirements on the Panel, the Acquisition shall be conditional upon the following Conditions and, accordingly, the Court Order will not be delivered to the Registrar of Companies unless such Conditions (as amended if appropriate) have been satisfied or, where capable of waiver, waived:

##### **Third Party Clearances**

- 3.1 the waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental,

administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a "**Third Party**") of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition) arising as a result of or in connection with the Scheme or the Acquisition;

- 3.2 all material notifications, filings or applications which are necessary having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider Surgical Science Group of any shares or other securities in, or control of, Intelligent Ultrasound and all authorisations, orders, recognitions, grants, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals deemed necessary or appropriate by Surgical Science or any member of the Wider Surgical Science Group (in each such case, acting reasonably) for or in respect of the Acquisition including without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Intelligent Ultrasound or any member of the Wider Intelligent Ultrasound Group by any member of the Wider Surgical Science Group having been obtained in terms and in a form reasonably satisfactory to Surgical Science from all appropriate Third Parties or persons with whom any member of the Wider Intelligent Ultrasound Group has entered into contractual arrangements and all such authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals reasonably considered necessary or appropriate to carry on the business of any member of the Wider Intelligent Ultrasound Group which are material in the context of the Wider Surgical Science Group or the Wider Intelligent Ultrasound Group as a whole or for or in respect of the Acquisition including, without limitation, its implementation or financing remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- 3.3 no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything or having enacted, made or proposed any statute, regulation, decision, order or change to published practice and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:
- (a) make the Scheme or Acquisition or, in each case, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Intelligent Ultrasound Group by any member of the Wider Surgical Science Group void, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prevent, prohibit, or restrain, restrict, impede, challenge, delay or otherwise interfere with the implementation of, or impose material additional conditions or obligations with respect to, the Acquisition or require amendment of the Scheme;
  - (b) require, prevent or materially delay the divestiture or materially alter the terms envisaged for such divestiture by any member of the Wider Surgical Science Group or by any member of the Wider Intelligent Ultrasound Group of all or any material part of their businesses, assets or property or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) to an extent which is material in

the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;

- (c) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider Surgical Science Group directly or indirectly to acquire or hold or to exercise effectively all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities in Intelligent Ultrasound (or the equivalent) or any member of the Wider Intelligent Ultrasound Group or any member of the Wider Surgical Science Group or to exercise voting or management control over any such member, in each case to an extent which is material in the context of the Wider Intelligent Ultrasound Group or the Wider Surgical Science Group taken as a whole or in the context of the Acquisition;
- (d) other than pursuant to the implementation of the Scheme or, if applicable, sections 974 to 991 of the Companies Act, require any member of the Wider Surgical Science Group or the Wider Intelligent Ultrasound Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Intelligent Ultrasound Group or any asset owned by any third party which is material in the context of the Wider Intelligent Ultrasound Group or the Wider Surgical Science Group, in either case, taken as a whole;
- (e) require, prevent or materially delay a divestiture by any member of the Wider Surgical Science Group of any shares or other securities in Intelligent Ultrasound;
- (f) result in any member of the Wider Intelligent Ultrasound Group ceasing to be able to carry on business under any name which it presently does so to an extent which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or the Wider Surgical Science Group taken as a whole, as applicable;
- (g) impose any limitation on the ability of any member of the Wider Surgical Science Group or any member of the Wider Intelligent Ultrasound Group to conduct, integrate or co-ordinate all or any part of their respective businesses with all or any part of the business of any other member of the Wider Surgical Science Group and/or the Wider Intelligent Ultrasound Group in a manner which is adverse and material to the Wider Surgical Science Group and/or the Wider Intelligent Ultrasound Group, in either case, taken as a whole or in the context of the Acquisition; or
- (h) otherwise adversely affect the business, assets, value, profits, prospects or operational performance of any member of the Wider Intelligent Ultrasound Group or any member of the Wider Surgical Science Group in each case in a manner which is adverse to and material in the context of the Wider Intelligent Ultrasound Group taken as a whole or the Wider Surgical Science Group taken as a whole or of the financing of the Acquisition,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Acquisition or proposed acquisition of any Intelligent Ultrasound Shares or otherwise intervene having expired, lapsed, or been terminated;

**Certain matters arising as a result of any arrangement, agreement etc.**

- 3.4 except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Intelligent Ultrasound Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition

or the proposed acquisition by any member of the Wider Surgical Science Group of any shares or other securities in Intelligent Ultrasound or because of a change in the control or management of any member of the Wider Intelligent Ultrasound Group or otherwise, would or might reasonably be expected to result in any of the following to an extent which is material and adverse in the context of the Wider Intelligent Ultrasound Group or the Wider Surgical Science Group, in either case, taken as a whole or in the context of the Acquisition:

- (a) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- (b) any such agreement, arrangement, licence, permit, franchise, lease or other instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any obligation or liability arising, or any adverse action being taken or arising thereunder;
- (c) any asset or interest of any such member being or failing to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any such member otherwise than in the ordinary course of business;
- (d) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interest of any such member;
- (e) the rights, liabilities, obligations or interests of any such member, or the business of any such member with, any person, firm, company or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or adversely affected;
- (f) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (g) any such member ceasing to be able to carry on business under any name under which it presently does so;
- (h) the creation or acceleration of any liability, actual or contingent, by any such member (including any material tax liability or any obligation to obtain or acquire any material authorisation, order, grant, recognition, determination, confirmation, consent, licence, clearance, permission, exemption, approval, notice, waiver, concession, agreement or exemption from any Third Party or any person) other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition; or
- (i) any liability of any such member to make any severance, termination, bonus or other payment to any of its directors or other officers,

and no event having occurred which, under any provision of any arrangement, agreement, lease, licence, permit, franchise or other instrument to which any member of the Wider Intelligent Ultrasound Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (a) to (i) (inclusive) of this paragraph 3.4;

**No material transactions, claims or changes in the conduct of the business of the Intelligent Ultrasound Group since 30 June 2024**

3.5 except as Disclosed, no member of the Wider Intelligent Ultrasound Group having since 30 June 2024:

- (a) save as between Intelligent Ultrasound and its wholly-owned subsidiaries or for Intelligent Ultrasound Shares issued under or pursuant to the exercise of options or vesting of awards granted in the ordinary course under the Intelligent Ultrasound Share Plan, issued or agreed to issue, authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class or sale of Intelligent Ultrasound Shares out of treasury;
- (b) save as between Intelligent Ultrasound and its wholly-owned subsidiaries or for the grant of options and awards and other rights under the Intelligent Ultrasound Share Plan, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- (c) other than to Intelligent Ultrasound or one of its wholly-owned subsidiaries, prior to the Acquisition becoming Effective, recommended, declared, paid or made or agreed to recommend, declare, pay or make any bonus issue, dividend or other distribution whether payable in cash or otherwise or made any bonus issue;
- (d) save as between Intelligent Ultrasound and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, merged with (by statutory merger or otherwise) or demerged from or acquired any body corporate, partnership or business or acquired or disposed of, or, transferred, mortgaged or charged or created any security interest over, any assets or any right, title or interest in any asset (including shares and trade investments) or authorised, proposed or announced any intention to do so, in each case, other than in the ordinary course of business and, in each case, to an extent which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (e) save as between Intelligent Ultrasound and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, made, authorised, proposed or announced an intention to propose any change in its loan capital in each case, to the extent which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (f) issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save as between Intelligent Ultrasound and its wholly-owned subsidiaries or between such wholly-owned subsidiaries), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability;
- (g) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraphs 3.5(a) or 3.5(b) above, made any other change to any part of its share capital in each case, to the extent which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (h) entered into, varied, authorised or proposed entry into or variation of, or announced its intention to enter into or vary, any material contract, transaction, arrangement, agreement or commitment (whether in respect of capital expenditure or otherwise)



(otherwise than in the ordinary course of business) which is of a long-term, unusual or onerous nature, or which involves or could reasonably be expected to involve an obligation of a nature or magnitude, in each case, to the extent which is or is reasonably likely to be material to the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;

- (i) entered into any licence or other disposal of intellectual property rights of any member of the Wider Intelligent Ultrasound Group which are material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition and outside the normal course of business;
- (j) save to the extent arising as a result of any change in applicable law, entered into or varied the terms of, any contract, commitment, arrangement or any service agreement with any director or senior executive of the Wider Intelligent Ultrasound Group save for salary increases, bonuses or variations of terms in the ordinary course of business, which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition, other than as agreed by Surgical Science and (if required) by the Panel;
- (k) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme, or other benefit relating to the employment or termination of employment of any employee of the Wider Intelligent Ultrasound Group which, taken as a whole, are material in the context of the Wider Intelligent Ultrasound Group taken as a whole, other than as agreed by Surgical Science and (if required) by the Panel;
- (l) (excluding the trustee of any pension scheme(s) established by a member of the Wider Intelligent Ultrasound Group other than Intelligent Ultrasound itself) made, agreed or consented to or procured any material change to:
  - (i) the terms of any existing trust deeds, rules, policy or other governing documents, or entered into or established any new trust deeds, rules, policy or other governing documents, constituting any pension scheme or other retirement or death benefit arrangement established for the directors, former directors, employees or former employees of any entity in the Wider Intelligent Ultrasound Group or their dependants and established by a member of the Wider Intelligent Ultrasound Group (a "**Relevant Pension Plan**");
  - (ii) the basis on which benefits accrue, pensions which are payable or the persons entitled to accrue or be paid benefits, under any Relevant Pension Plan;
  - (iii) the basis on which the liabilities of any Relevant Pension Plan are funded or valued; or
  - (iv) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
- (m) waived, compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (n) made any alteration to its articles of association or other constitutional documents (in each case, other than in connection with the Scheme) which is material in the context of the Acquisition;
- (o) (other than in respect of a member of the Wider Intelligent Ultrasound Group which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the

suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of any administrator, receiver, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed, in each case, which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;

- (p) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business, in each case, which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (q) entered into any contract, commitment, agreement or arrangement or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition;
- (r) terminated or varied the terms of any agreement or arrangement between any member of the Wider Intelligent Ultrasound Group and any other person in a manner which would or might be expected to have a material adverse effect on the financial position of the Wider Intelligent Ultrasound Group taken as a whole; or
- (s) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Intelligent Ultrasound Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;

#### **No adverse change, litigation or regulatory enquiry since 30 June 2024**

3.6 save as Disclosed, since 30 June 2024:

- (a) no adverse change or deterioration having occurred in the business, assets, value, financial or trading position, profits, prospects or operational performance of any member of the Wider Intelligent Ultrasound Group which, in any such case, is material to the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (b) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Intelligent Ultrasound Group is or may become a party (whether as claimant or defendant or otherwise) and no enquiry, review, investigation or enforcement proceedings by, or complaint or reference to, any Third Party against or other investigative body against or in respect of any member of the Wider Intelligent Ultrasound Group having been threatened, announced or instituted by or against, or remaining outstanding in respect of, any member of the Wider Intelligent Ultrasound Group which, in any such case, has had or might reasonably be expected to have a material adverse effect on the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (c) no contingent or other liability of any member of the Wider Intelligent Ultrasound Group having arisen or become apparent to Surgical Science or increased other than in the ordinary course of business which has or might reasonably be expected to adversely affect any member of the Wider Intelligent Ultrasound Group in a way that is material to

the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition; or

- (d) no steps having been taken and no omissions having been made which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Intelligent Ultrasound Group, which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and reasonably be expected to have a material adverse effect on the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;

**No discovery of certain matters**

3.7 save as Disclosed, Surgical Science not having discovered:

- (a) that any financial, business or other information concerning the Wider Intelligent Ultrasound Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Intelligent Ultrasound Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of this announcement by disclosure either publicly or otherwise to Surgical Science or its professional advisers, in each case, to the extent which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition; or
- (b) that any member of the Wider Intelligent Ultrasound Group or any partnership, company or other entity in which any member of the Wider Intelligent Ultrasound Group has a significant economic interest and which is not a subsidiary undertaking of Intelligent Ultrasound is subject to any liability (contingent or otherwise), other than in the ordinary course of business and in each case, to the extent material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (c) any past or present member of the Wider Intelligent Ultrasound Group has failed to comply in a material respect with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any material liability (actual or contingent) or cost on the part of any member of the Wider Intelligent Ultrasound Group and which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;
- (d) there is, or is reasonably likely to be, for any reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Intelligent Ultrasound Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Intelligent Ultrasound Group (or on its behalf) or by any person for which a member of the Wider Intelligent Ultrasound Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Third Party and which is material in the context

of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;

- (e) circumstances exist (whether as a result of proceeding with the Acquisition or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider Surgical Science Group or any present or past member of the Wider Intelligent Ultrasound Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Intelligent Ultrasound Group (or on its behalf) or by any person for which a member of the Wider Intelligent Ultrasound Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition; or
- (f) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Intelligent Ultrasound Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Intelligent Ultrasound Group and which is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition;

### **Intellectual Property**

3.8 save as Disclosed, Surgical Science not having discovered:

- (a) that any circumstance has arisen or event has occurred in relation to any intellectual property owned or used by any member of the Wider Intelligent Ultrasound Group which would be reasonably expected to have a material adverse effect on the Wider Intelligent Ultrasound Group taken as a whole or is otherwise material in the context of the Acquisition, including:
  - (i) any member of the Wider Intelligent Ultrasound Group losing its title to any intellectual property material to its business, or any intellectual property owned by the Wider Intelligent Ultrasound Group and material to its business being revoked, cancelled or declared invalid; or
  - (ii) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider Intelligent Ultrasound Group being terminated or varied;

### **Anti-corruption, economic sanctions, criminal property and money laundering**

3.9 save as Disclosed, Surgical Science not having discovered that (in each case, to an extent that it is material in the context of the Wider Intelligent Ultrasound Group taken as a whole or in the context of the Acquisition):

- (a) any past or present member, director, officer or employee of the Wider Intelligent Ultrasound Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 (so far as is applicable) or any other applicable anti-

corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks;

- (b) any asset of any member of the Wider Intelligent Ultrasound Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Intelligent Ultrasound Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;
- (c) any past or present member, director, officer or employee of the Wider Intelligent Ultrasound Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
  - (i) any government, entity or individual in respect of which U.S., United Kingdom or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by U.S., United Kingdom or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Revenue and Customs; or
  - (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable Blocking Law;
- (d) any past or present member, director, officer or employee of the Wider Intelligent Ultrasound Group, or any other person for whom any such person may be liable or responsible:
  - (i) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
  - (ii) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;
  - (iii) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
  - (iv) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
- (e) any member of the Wider Intelligent Ultrasound Group is or has been engaged in any transaction which would cause any member of the Wider Surgical Science Group to be

in breach of any law or regulation upon its acquisition of Intelligent Ultrasound, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HM Revenue and Customs, or any other relevant government authority.

## **Part B**

### ***Further terms of the Acquisition***

1. Subject to the requirements of the Panel and the Takeover Code, Surgical Science reserves the right in its sole discretion to waive in whole or in part, all or any of the Conditions set out in Part A of this Appendix 1, except Conditions 2.1(i), 2.2(i) and 2.3(i), which cannot be waived. The deadlines set out in Conditions 2.1(ii), 2.2(ii) and 2.3(ii) may be extended to such later date as may be agreed: (a) in writing by Surgical Science and Intelligent Ultrasound; or (b) (in a competitive situation) specified by Surgical Science with the consent of the Panel, and in either case with the approval of the Court, if such approval is required. If any such deadline is not met, Surgical Science shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadlines or agreed with Intelligent Ultrasound (or, as the case may be, the Panel) to extend the relevant deadline in relation to the relevant Condition.
2. Surgical Science shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions in Part A of Appendix 1 above that are capable of waiver by a date earlier than the latest date for the fulfilment of that Condition notwithstanding that the other Conditions of the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
3. Under Rule 13.5(a) of the Takeover Code and subject to paragraph 4 below, Surgical Science may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Surgical Science in the context of the Acquisition with the consent of the Panel. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
4. Conditions 1, 2.1, 2.2, or 2.3 in Part A of Appendix 1 above, and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code. Surgical Science may only invoke a Condition that is subject to Rule 13.5(a) with the consent of the Panel and any Condition that is subject to Rule 13.5(a) may be waived by Surgical Science.
5. If the Panel requires Surgical Science to make an offer or offers for Intelligent Ultrasound Shares under the provisions of Rule 9 of the Takeover Code, Surgical Science may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.
6. Surgical Science reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme, subject to the Panel's consent (where necessary) and the terms of the Cooperation Agreement. In such event, the Takeover Offer will be implemented on the same terms and conditions so far as is applicable (and subject to the terms of the Cooperation Agreement), as those which would apply to the Scheme (subject to appropriate amendments), including (without limitation) an acceptance condition set at 75% of the Intelligent Ultrasound Shares on a fully diluted basis (or such other percentage as Surgical Science and Intelligent Ultrasound may agree in accordance with the terms of the Cooperation Agreement), and, to the extent necessary with the consent of the Panel, being in any case more than 50% of the voting rights attaching to the Intelligent Ultrasound Shares (or any amendments required by, or deemed appropriate by, Surgical Science under applicable law or any amendments necessary to reflect the Takeover Offer) as those that would apply to the Scheme. If the Acquisition is effected by way of a Takeover Offer, and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received in respect of the Takeover Offer, Surgical Science intends to exercise its rights to apply the provisions of the Companies Act so as to acquire

compulsorily the remaining Intelligent Ultrasound Shares in respect of which the Takeover Offer has not been accepted.

7. Intelligent Ultrasound Shares which will be acquired pursuant to the Acquisition will be acquired by Surgical Science fully paid and free from all liens, charges, encumbrances and other third party rights of any nature whatsoever and together with all rights now or hereafter attaching or accruing to them as at the Effective Date, including voting rights and the right to receive and retain all dividends and distributions (if any) declared, made or paid or any other return of capital or value after the Acquisition becomes Effective.
8. If, on or after the date of this announcement and prior to the Acquisition becoming Effective, any dividend and/or other distribution and/or other return of capital or value is announced, declared, made or paid by Intelligent Ultrasound or becomes payable by Intelligent Ultrasound in respect of the Intelligent Ultrasound Shares, Surgical Science reserves the right to reduce the consideration payable under the terms of the Acquisition for the Intelligent Ultrasound Shares by an amount up to the aggregate amount of such dividend and/or distribution and/or other return of capital or value, in which case any reference in this announcement to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. Any exercise by Surgical Science of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme or the Acquisition. In such circumstances, Intelligent Ultrasound Shareholders would be entitled to receive and retain any such dividend, distribution and/or other return of capital or value to which they are entitled.
9. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws or regulatory requirements of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
10. The Acquisition will be governed by the laws of England and Wales and be subject to the jurisdiction of the English Courts and to the Conditions set out above and to the full terms to be set out in the Scheme Document. The Acquisition will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the AIM Rules and the Registrar of Companies.
11. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
12. The Acquisition will not be made, directly or indirectly, in or into, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facility of, any Restricted Jurisdiction.



## Appendix 2

### Bases and Sources of Information

In this announcement, unless otherwise stated or the context otherwise requires, the following sources and bases have been used.

1. Financial information concerning Intelligent Ultrasound has been extracted from the audited Annual Report and Accounts of Intelligent Ultrasound for the year ended 31 December 2023 and Intelligent Ultrasound's unaudited interim results for the six months ended 30 June 2024.
2. Financial information concerning Surgical Science has been extracted from the audited Annual Report and Accounts of Surgical Science for the year ended 31 December 2023 and Surgical Science's unaudited interim results for the six months ended 30 June 2024.
3. Intelligent Ultrasound's fully diluted ordinary share capital of 347,876,045 Intelligent Ultrasound Shares has been calculated as:
  - 3.1 327,189,921 Intelligent Ultrasound Shares in issue on the Latest Practicable Date; *plus*
  - 3.2 20,686,124 Intelligent Ultrasound Shares which may be issued on or after the date of this announcement pursuant to the exercise of in-the-money options outstanding, at the Acquisition Price, pursuant to the Intelligent Ultrasound Share Plan as at the Latest Practicable Date.
4. The value attributed to Intelligent Ultrasound's issued and to be issued share capital of £45.2 million is based on:
  - 4.1 the Acquisition Price of 13 pence in cash for each Intelligent Ultrasound Share; *multiplied by*
  - 4.2 Intelligent Ultrasound's fully diluted share capital of 347,876,045 shares.
5. The implied enterprise value of £4.7 million is calculated as:
  - 5.1 the equity value of £42.53 million (being the Acquisition Price multiplied by the 327,189,921 Intelligent Ultrasound Shares in issue on the Latest Practicable Date); *less*
  - 5.2 Intelligent Ultrasound's net cash position of £39.60 million as reported in its announcement of 27 November 2024; *plus*
  - 5.3 estimated cash to be used to satisfy awards under the Intelligent Ultrasound Share Plan of £0.51 million; *plus*
  - 5.4 estimated cash to be used to fully satisfy the acquisition bonus obligations of £0.67 million (being £0.59 million, as set out in paragraph 14 of this announcement, plus £0.08 million employer's national insurance contributions); *plus*
  - 5.5 estimated transaction related expenses for Intelligent Ultrasound of £0.71 million, as provided by Intelligent Ultrasound; *less*
  - 5.6 certain working capital adjustments amounting to approximately £0.16 million in aggregate, calculated by an external accountant as part of Surgical Science's financial due diligence process.

6. The implied enterprise value of £4.7 million, as set out above, implies a multiple of approximately 0.5 times the Intelligent Ultrasound revenue figure in respect of its Continuing Business in the 2023 financial year, of £10.0 million, as set out in paragraph 8 of this Announcement.
7. All prices for Intelligent Ultrasound Shares are the Closing Price derived from Bloomberg for the relevant date(s).
8. The average prices (including volume-weighted average prices) have been derived from Bloomberg data and have been rounded to two decimal places in this document.
9. Exchange rates have been derived from Bloomberg at 18:04 (GMT) on 18 December 2024 and have been rounded to four decimal places.
10. Certain figures included in this announcement have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

## Appendix 3

### Details of Irrevocable Undertakings and Letter of Intent

#### 1. Intelligent Ultrasound Directors and Senior Employees

The following Intelligent Ultrasound Directors have given irrevocable undertakings to vote (or, where applicable, procure the voting) in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in respect of their own beneficial holdings (or those Intelligent Ultrasound Shares over which they have control) of Intelligent Ultrasound Shares:

Name	Total Number of Intelligent Ultrasound Shares	Percentage of Existing Issued Ordinary Share Capital
Stuart Gall	1,491,042	0.46
Helen Jones	149,292	0.05
Ingeborg Oie	216,216	0.07
Riccardo Pigliucci	117,648	0.04
Nicholas Avis	407,754	0.12
<b>Total</b>	<b>2,381,952</b>	<b>0.73</b>

These irrevocable undertakings also extend to any Intelligent Ultrasound Shares acquired by the Intelligent Ultrasound Directors, whether as a result of the exercise of options or the vesting of awards under the Intelligent Ultrasound Share Plan or otherwise.

These irrevocable undertakings given by the Intelligent Ultrasound Directors will continue to be binding in the event that an offer is made competing with the Acquisition.

The irrevocable undertakings given by Intelligent Ultrasound Directors will cease to be binding, inter alia:

- if the Scheme Document or Offer Document (as the case may be) has not been posted within 28 days of the issue of this announcement (or such later date as the Panel may agree);
- on the date on which the Scheme or Takeover Offer (as the case may be) is withdrawn or lapses in accordance with its terms;
- if Surgical Science announces, with the consent of the Panel, and before the Scheme Document is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer is announced by Surgical Science in accordance with Rule 2.7 of the Takeover Code; or
- if any competing offer for the Intelligent Ultrasound Shares is made which becomes or is declared unconditional (if implemented by way of takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement).

## 2. Intelligent Ultrasound Shareholders

The following Intelligent Ultrasound Shareholders have given irrevocable undertakings to vote (or, where applicable, procure the voting) in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in respect of their own beneficial holdings (or those Intelligent Ultrasound Shares over which they have control) of Intelligent Ultrasound Shares:

Name	Total Number of Intelligent Ultrasound Shares	Percentage of Existing Issued Ordinary Share Capital
Parkwalk Advisors Ltd	35,965,600	10.99
IP2IPO Limited*	20,720,813	6.33
IP Venture Fund II (GP) LLP*	19,041,579	5.82
IP2IPO Portfolio (GP) Limited*	28,096,249	8.59
Polar Capital Global Healthcare Trust plc	27,263,236	8.33
<b>Total</b>	<b>131,087,477</b>	<b>40.06</b>

### Notes:

\* - IP2IPO Limited, IP Venture Fund II (GP) LLP, IP2IPO Portfolio (GP) Limited form the IP Group.

The irrevocable undertakings given by Intelligent Ultrasound Shareholders referred to in this paragraph will cease to be binding, inter alia:

- if the Scheme Document or Offer Document (as the case may be) has not been posted on or before 16 January 2025 (or within such longer period as Surgical Science and (only in relation to the Scheme Document) Intelligent Ultrasound, with the consent of the Panel agree), provided that if the Acquisition was initially being implemented by way of a Scheme, and Surgical Science elects to exercise its right to implement the Acquisition by way of a Takeover Offer or vice versa, such time period shall be extended to refer to within 28 days of the issue of the announcement announcing the change in structure (or such other date for the posting of the Scheme Document or Offer Document (as applicable) as the Panel may require);
- on the date on which the Acquisition (whether implemented by way of a Scheme or Takeover Offer) is withdrawn or lapses in accordance with its terms, provided that this shall not apply where the Acquisition is withdrawn or lapses as a result of Surgical Science exercising its right, in accordance with the Takeover Code, to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa;
- if the Scheme or the Takeover Offer (as applicable) has not become Effective, or become or been declared unconditional in all respects (as the case may be), on or before the Long Stop Date, provided that this shall not apply where the Scheme or Takeover Offer failing to become effective, or to become or have been declared unconditional in all respects (as applicable), is as a result of Surgical Science exercising its right, in accordance with the Takeover Code, to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa;
- if Surgical Science announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer is announced by Surgical Science in accordance with Rule 2.7 of the Takeover Code at the same time; or
- upon any other offer becoming or being declared unconditional in all respects or otherwise becoming effective.

The irrevocable undertaking given by Parkwalk Advisors Ltd shall cease to be binding if a third party announces a firm intention to make an offer for Intelligent Ultrasound under Rule 2.7 of the Takeover Code (whether by

way of a Takeover Offer or scheme of arrangement) which represents an improvement to the total Acquisition value or which has materially different terms as to make the offer more attractive to Parkwalk Advisors Ltd and/or its underlying investors. The irrevocable undertakings given by IP2IPO Limited, IP Venture Fund II (GP) LLP, IP2IPO Portfolio (GP) Limited and Polar Capital Global Healthcare Trust plc shall cease to be binding if a third party announces a firm intention to make an offer for Intelligent Ultrasound under Rule 2.7 of the Takeover Code (whether by way of a Takeover Offer or scheme of arrangement) which represents an increase in total Acquisition value of at least 5%. The irrevocable undertaking given by Polar Capital Global Healthcare Trust plc shall also cease to be binding in the event a client for which it acts as discretionary manager revokes its authority with effect prior to the completion of the Acquisition, or the offer lapses or is otherwise withdrawn.

In addition, the following Intelligent Ultrasound Shareholder has given a letter of intent to vote (or, where applicable, procure the voting) in favour of the Scheme at the Court Meeting and the Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in respect of their own beneficial holdings (or those Intelligent Ultrasound Shares over which they have control) of Intelligent Ultrasound Shares:

<b>Name</b>	<b>Total Number of Intelligent Ultrasound Shares</b>	<b>Percentage of Existing Issued Ordinary Share Capital</b>
Amati Global Investors Limited	22,025,000	6.73
<b>Total</b>	<b>22,025,000</b>	<b>6.73</b>

## Appendix 4

### Definitions

The following definitions apply throughout this document unless the context otherwise requires:

<b>"Acquisition"</b>	the acquisition of the entire issued and to be issued ordinary share capital of Intelligent Ultrasound by Surgical Science to be implemented by way of the Scheme or, should Surgical Science so elect (with the consent of the Panel and subject to the terms of the Cooperation Agreement) by way of the Takeover Offer, and, where the context admits, any subsequent revision, variation, extension or renewal thereof
<b>"Acquisition Price"</b>	13 pence in cash per Intelligent Ultrasound Share
<b>"AIM"</b>	AIM, the market of that name operated by the London Stock Exchange
<b>"AIM Rules"</b>	the AIM Rules for Companies published by the London Stock Exchange
<b>"Blocking Law"</b>	means: (i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union); or (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018
<b>"Bloomberg"</b>	Bloomberg L.P., a financial software services, news and data company
<b>"Business Day"</b>	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London, England
<b>"Cavendish"</b>	Cavendish Capital Markets Limited
<b>"Clinical AI Business"</b>	the clinical AI business of Intelligent Ultrasound, which was sold to GE HealthCare on 1 October 2024
<b>"Closing Price"</b>	the closing middle market quotation of a share on any particular date
<b>"Combined Group"</b>	the Wider Surgical Science Group as enlarged following the Acquisition becoming Effective
<b>"Companies Act"</b>	the Companies Act 2006
<b>"Conditions"</b>	the conditions to the Acquisition set out in Part A of Appendix 1 and to be set out in the Scheme Document
<b>"Confidentiality Agreement"</b>	the confidentiality agreement between Surgical Science and Intelligent Ultrasound dated 21 November

	2024, as described in paragraph 12 of this announcement
<b>"Continuing Business"</b>	the Simulation Business (including NeedleTrainer and NeedleTrainer Plus)
<b>"Cooperation Agreement"</b>	the cooperation agreement between Surgical Science and Intelligent Ultrasound dated the date of this announcement, as described in paragraph 12 of this announcement
<b>"Court"</b>	the High Court of Justice of England and Wales
<b>"Court Meeting"</b>	the meeting(s) of Intelligent Ultrasound Shareholders to be convened by the Court pursuant to Part 26 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment approved or imposed by the Court and agreed to by Surgical Science and Intelligent Ultrasound) including any adjournment, postponement or reconvention of any such meeting, notice of which shall be contained in the Scheme Document
<b>"Court Order"</b>	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act
<b>"CREST"</b>	the relevant system (as defined in the Regulations) in respect of which Euroclear UK & International Limited is the operator (as defined in CREST)
<b>"Danske Bank"</b>	Danske Bank A/S
<b>"DB Facility"</b>	the promissory note, with special terms and conditions attached, between Surgical Science and Danske Bank, as described in paragraph 11 of this announcement
<b>"Dealing Disclosure"</b>	has the meaning given in Rule 8 of the Takeover Code
<b>"Disclosed"</b>	the information which has been fairly disclosed: (i) in writing or orally in meetings and calls prior to the date of this announcement by or on behalf of Intelligent Ultrasound to Surgical Science and/or its professional advisors including (without limitation) via the virtual data room operated on behalf of Intelligent Ultrasound in respect of the Acquisition or via email; (ii) during the management presentations by or on behalf of Intelligent Ultrasound to Surgical Science; (iii) in Intelligent Ultrasound's published annual or half year report and accounts published prior to the date of this announcement; (iv) in a public announcement by Intelligent Ultrasound prior to the date of this announcement by way of any Regulatory Information Service; or (v) in this announcement

<b>"Effective" or "completion of the Acquisition"</b>	means: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become wholly unconditional in accordance with the requirements of the Takeover Code
<b>"Effective Date"</b>	the date on which the Acquisition becomes Effective
<b>"Excluded Shares"</b>	any Intelligent Ultrasound Shares (i) registered in the name of, or beneficially owned by, Surgical Science or any other member of the Wider Surgical Science Group or their respective nominees or (ii) held in treasury by Intelligent Ultrasound, in each case at the Scheme Record Time
<b>"FCA"</b>	the United Kingdom Financial Conduct Authority or any successor regulatory authority
<b>"Forms of Proxy"</b>	the forms of proxy in connection with the Court Meeting and the General Meeting respectively, which shall accompany the Scheme Document
<b>"General Meeting"</b>	the general meeting of Intelligent Ultrasound Shareholders (including any adjournment or postponement thereof) to be convened for the purpose of considering and, if thought fit, approving the Resolution, notice of which shall be contained in the Scheme Document
<b>"Great Britain"</b>	England, Scotland, Wales and the Isle of Man and the Island of Gibraltar
<b>"Intelligent Ultrasound"</b>	Intelligent Ultrasound Group plc, a company incorporated under the laws of England and Wales, with registered number 09028611
<b>"Intelligent Ultrasound Articles"</b>	the articles of association of Intelligent Ultrasound from time to time
<b>"Intelligent Ultrasound Board"</b>	the board of directors of Intelligent Ultrasound
<b>"Intelligent Ultrasound Directors"</b>	the directors of Intelligent Ultrasound as at the date of this announcement
<b>"Intelligent Ultrasound Group"</b>	Intelligent Ultrasound and its subsidiary undertakings and associated undertakings
<b>"Intelligent Ultrasound Share Plan"</b>	the Intelligent Ultrasound EMI Share Option Scheme (approved by the Intelligent Ultrasound Board and Intelligent Ultrasound Shareholders on 14 August 2014 and amended by resolution of the Intelligent Ultrasound Shareholders on 27 August 2019 and on 6 February 2020)



<b>"Intelligent Ultrasound Shareholders"</b>	the holders of Intelligent Ultrasound Shares from time to time
<b>"Intelligent Ultrasound Shares"</b>	the ordinary shares of 1 penny each in the capital of Intelligent Ultrasound, each being an <b>"Intelligent Ultrasound Share"</b>
<b>"Latest Practicable Date"</b>	18 December 2024, being the last Business Day prior to the date of this announcement
<b>"London Stock Exchange"</b>	London Stock Exchange plc
<b>"Long Stop Date"</b>	30 June 2025, or such later date, if any, (a) as Surgical Science and Intelligent Ultrasound may agree, or (b) (in a competitive situation) as may be specified by Surgical Science with the consent of the Panel, and in each case that (if so required) the Court may allow
<b>"Market Abuse Regulation"</b>	Regulation (EU) No 596/2014, as it forms part of domestic law of Sweden and of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time
<b>"Offer Document"</b>	should the Acquisition be implemented by means of a Takeover Offer, the document to be sent to Intelligent Ultrasound Shareholders which will contain, amongst other things, the terms and conditions of the Takeover Offer
<b>"Opening Position Disclosure"</b>	an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to an offer if the person concerned has such a position, as defined in Rule 8 of the Takeover Code
<b>"Overseas Shareholders"</b>	Intelligent Ultrasound Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
<b>"Panel"</b>	the United Kingdom Panel on Takeovers and Mergers
<b>"Pareto"</b>	Pareto Securities AB
<b>"Post Completion Review"</b>	has the meaning given in paragraph 9 of this announcement
<b>"Registrar of Companies"</b>	the Registrar of Companies of England and Wales
<b>"Regulatory Information Service"</b>	a primary information provider (as defined in the FCA's Handbook of Rules and Guidance)
<b>"Relevant Pension Plan"</b>	has the meaning given in paragraph 3.5(l) of Appendix 1
<b>"Resolution"</b>	the resolution to be proposed at the General Meeting in connection with the implementation of the

	Acquisition, including to make certain amendments to the Intelligent Ultrasound Articles
<b>"Restricted Jurisdiction"</b>	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Intelligent Ultrasound Shareholders in that jurisdiction
<b>"Sanction Hearing"</b>	the hearing of the Court at which Intelligent Ultrasound will seek the Court Order
<b>"Scheme" or "Scheme of Arrangement"</b>	the proposed scheme of arrangement under Part 26 of the Companies Act between Surgical Science and Intelligent Ultrasound Shareholders to implement the Acquisition to be set out in the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Surgical Science and Intelligent Ultrasound
<b>"Scheme Document"</b>	the document to be sent to (amongst others) Intelligent Ultrasound Shareholders containing, inter alia, the full terms and conditions of the Scheme and details of the Acquisition and convening the General Meeting and Court Meeting, including (as the context requires) any supplemental circular or document to be published in connection with such circular
<b>"Scheme Record Time"</b>	the time and date to be specified as such in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately preceding the Effective Date, or such other time as Surgical Science and Intelligent Ultrasound may agree
<b>"Scheme Shares"</b>	<p>(i) the Intelligent Ultrasound Shares in issue at the date of the Scheme;</p> <p>(ii) any Intelligent Ultrasound Shares issued after the date of the Scheme and before the Voting Record Time; and</p> <p>(iii) any Intelligent Ultrasound Shares issued at or after the Voting Record Time and before the Scheme Record Time on terms that the holder thereof shall be bound by the Scheme, or in respect of which the original or any subsequent holders thereof shall have agreed in writing to be bound by the Scheme,</p> <p>and in each case (where the context requires) remaining in issue at the Scheme Record Time, but excluding any Excluded Shares</p>
<b>"Simulation Business"</b>	the Simulation Business of Intelligent Ultrasound
<b>"Strand Hanson"</b>	Strand Hanson Limited

<b>"Surgical Science"</b>	Surgical Science Sweden AB, a company incorporated under the laws of Sweden, with registered number 556544-8783
<b>"Surgical Science Group"</b>	Surgical Science and its subsidiary undertakings and associated undertakings
<b>"Takeover Code"</b>	the City Code on Takeovers and Mergers
<b>"Takeover Offer"</b>	if the Acquisition is implemented by way of a takeover offer (as that term is defined in section 974 of the Companies Act), the offer to be made by or on behalf of Surgical Science, or an associated undertaking thereof, to acquire the entire issued and to be issued ordinary share capital of Intelligent Ultrasound including, where the context admits, any subsequent revision, variation, extension or renewal of such offer
<b>"Third Party"</b>	has the meaning given in paragraph 3.1 of Appendix 1
<b>"UK" or "United Kingdom"</b>	the United Kingdom of Great Britain and Northern Ireland
<b>"U.S." or "United States"</b>	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
<b>"U.S. Exchange Act"</b>	the U.S. Securities Exchange Act of 1934 (as amended)
<b>"Voting Record Time"</b>	the time and date to be specified in the Scheme Document by reference to which entitlement to vote at the Court Meeting will be determined, expected to be 6.00 p.m. on the day two Business Days prior to the Court Meeting or any adjournment thereof (as the case may be)
<b>"Wider Intelligent Ultrasound Group"</b>	Intelligent Ultrasound and its subsidiary undertakings, associated undertakings and any other undertakings in which Intelligent Ultrasound or such undertakings (aggregating their interests) have a significant interest (in each case, from time to time) but excluding the Wider Intelligent Ultrasound Group
<b>"Wider Surgical Science Group"</b>	Surgical Science and its subsidiary undertakings, associated undertakings and any other undertaking in which Surgical Science or such undertakings (aggregating their interests) have a significant interest (in each case, from time to time) but excluding the Wider Surgical Science Group

All references to GBP, pence, Sterling, Pounds, Pounds Sterling, p or £ are to the lawful currency of the United Kingdom. All references to SEK, Krona or Swedish Krona are to the lawful currency of Sweden.

The terms "**subsidiary undertakings**" and "**undertakings**" have the meanings given by the Companies Act. The term "**associated undertakings**" has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose. The term "**significant interest**" means a direct or indirect interest in 20% or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act).

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

All the times referred to in this announcement are London times unless otherwise stated.

References to the singular include the plural and vice versa.