

**DATE: 9 JANUARY 2025**

**MEDINET (BVI) Limited  
(as the Vendor)**

**and**

**DR. CHIU CHONG PO, KENNY  
(as the Purchaser)**

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**AGREEMENT FOR THE SALE AND PURCHASE  
OF SHARES IN  
MASTER CLEVER LIMITED**

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**THIS AGREEMENT** is made on 9 January 2025

**BETWEEN:**

- (1) **MEDINET (BVI) LIMITED**, a company incorporated in the British Virgin Islands whose register office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, the British Virgin Islands (the “**Vendor**”); and
- (2) **DR. CHIU CHONG PO, KENNY**, (holder of Hong Kong identity card number D612126(9)) of Flat D, 37/F, Tower 9, 11 Hoi Fai Road, Island Harbourview, Mongkok, Kowloon, Hong Kong (the “**Purchaser**”).

**WHEREAS:**

- (A) Master Clever Limited (the “**Company**”) is a company incorporated in Hong Kong with limited liability, which has an authorised capital of HK\$1.00 and 1 Share has been issued and is fully paid up or credited as fully paid as at the date hereof. The particulars of the Company and its subsidiary/subsidiaries are set out in Schedule 1.
- (B) The Company is incorporated in Hong Kong with limited liability and is principally engaged in the operation of dental clinics for the provision of dental services including orthodontic treatment, dental laser implant surgery, teeth whitening and other general dental services.
- (C) The Vendor is the legal and beneficial owner of the one (1) existing issued Share, representing 100% of the issued share capital of the Company.
- (D) The Vendor is desirous to sell, and the Purchaser is desirous to purchase, the one (1) existing issued Share held by the Vendor as at the date hereof (the “**Sale Share**”) subject to and conditional upon the terms and conditions set forth in this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. INTERPRETATION**

- 1.1 In this Agreement (including the Recitals and Schedule), unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to each of them respectively below:

“ <b>Business Day</b> ”	a day (other than Saturday, Sunday or public holiday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours;
“ <b>Completion</b> ”	completion of the sale and purchase of the Sale Share in accordance with the terms and conditions of this Agreement;

<b>“Completion Date”</b>	a day falling within five Business Days after the fulfillment of the Conditions (or such other date as the parties hereto may agree);
<b>"Conditions"</b>	the conditions contained or referred to in Clause 3.1;
<b>“Consideration”</b>	the consideration for the sale and purchase of the Sale Share to be payable by the Purchaser to the Vendor pursuant to Clause 4.1;
<b>“Debt Restructuring”</b>	the restructuring of the inter-companies loan due to and from the Company and the Listco and Listco’s subsidiaries as more particular set out in Clause 3.3;
<b>“Deed of Waiver”</b>	the deed of wavier to be executed by the Company in respect of the waiver of all debts due by the Listco or the Fellow Subsidiaries to the Company substantially in the form as set out in Schedule 4, subject to such amendments as the Vendor and the Purchaser may agree;
<b>“Disclosed”</b>	disclosed in previous announcements of the Vendor and this Agreement and any disclosure in writing provided by the Vendor to the Purchaser prior to the entering into of this Agreement;
<b>“Encumbrances”</b>	any mortgage, charge, pledge, lien, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same;
<b>“Event of Default”</b>	has the meaning set out in Clause 4.5;
<b>“Fellow Subsidiaries”</b>	certain subsidiaries of the Listco and the fellow subsidiaries of the Company, namely MediNet Health Centre Limited, MediNet Services Limited and Well Being Dental Services Limited;
<b>“GEM Listing Rules”</b>	the Rules Governing the Listing of

	Securities on GEM of the Stock Exchange;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Listco”</b>	MediNet Group Limited, a company incorporated in Cayman Islands and the issued shares of which are listed on GEM of the Stock Exchange (stock code: 8161), the holding company of the Vendor;
<b>“Purchaser Warranties”</b>	the representations and warranties given by the Purchaser as set out in Schedule 3 and all other representations, undertakings and warranties provided by the Purchaser under this Agreement;
<b>“Share”</b>	the issued share of the Company;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“this Agreement”</b>	this agreement for the sale and purchase of the Sale Share, as may be amended from time to time;
<b>“Vendor Warranties”</b>	the representations and warranties given by the Vendor set out in Schedule 2 and all other representations, undertakings and warranties provided by the Vendor under this Agreement;
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong; and
<b>“%”</b>	per cent.

- 1.2 References herein to Clauses and the Schedules and the Exhibit are to clauses in and the schedule to, this Agreement unless the context requires otherwise and the Schedules and the Exhibit to this Agreement shall be deemed to form part of this Agreement.
- 1.3 The expressions the **“Vendor”** and the **“Purchaser”** shall, where the context permits, include their respective successors and personal representatives.
- 1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

- 1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

## **2. SALE AND PURCHASE OF THE SALE SHARE**

- 2.1 Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner sell, and the Purchaser shall purchase on the Completion Date, the Sale Share free from all Encumbrances together with all rights now and hereafter attaching thereto including but not limited to all dividends paid, declared or made in respect thereof at any time on or after the Completion Date.

## **3. CONDITIONS**

- 3.1 This Agreement is conditional upon the fulfillment of the following conditions:
- (a) the written shareholder's approval from the Listco's controlling shareholder(s) in accordance with the requirements under the GEM Listing Rules approving this Agreement and the transactions contemplated thereunder;
  - (b) completion of the Debt Restructuring;
  - (c) all necessary consents, licences and approvals required to be obtained on the part of the Vendor and the Company in respect of this Agreement and the transactions contemplated thereunder having been obtained and remain in full force and effect;
  - (d) all necessary consents, licences and approvals required to be obtained on the part of the Purchaser in respect of this Agreement and the transactions contemplated thereunder having been obtained and remain in full force and effect;
  - (e) the Vendor Warranties remaining true and accurate in all respects; and
  - (f) the Purchaser Warranties remaining true and accurate.
- 3.2 Each party shall use its best endeavours to satisfy and fulfill the Conditions and, in particular, shall procure that all information and documents required pursuant to the GEM Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given promptly to the Vendor, the Stock Exchange and other relevant regulatory authorities.
- 3.3 Prior to the Completion, the Company (i) shall declare the dividend to the Vendor; (ii) the remaining amount due to and due from the Company to and from the Fellow Subsidiaries shall all be assigned and novated to Listco; (iii) shall use all its cash in the bank to repay the amount due to Listco and (iv) the Company shall waive all the debt due by Listco to it before Completion (the "**Debt Restructuring**").
- 3.4 If the Conditions have not been satisfied on or before 4:00 p.m. 31 March 2025, or

such other date as the Purchaser and the Vendor may agree, this Agreement shall cease and determine (save and except Clauses 6, 9, 15 and 16 which shall continue to have full force and effect) and thereafter neither party shall have any obligations and liabilities towards each other hereunder save for any antecedent breaches of the terms hereof.

#### 4. CONSIDERATION

4.1 The Consideration for the sale and purchase of the Sale Share shall be HK\$14,400,000, which shall be satisfied by the Purchaser in cash in the following manner:

- (a) HK\$10,800,000 will be payable by the Purchaser to the Vendor within 36 months after Completion Date in monthly instalments of HK\$300,000; and
- (b) HK\$3,600,000 will be payable by the Purchaser to the Vendor from the 37<sup>th</sup> month to the 42<sup>nd</sup> month from the Completion Date. During the six months from the 37<sup>th</sup> month to the 42<sup>nd</sup> month, the Purchaser shall pay no less than HK\$600,000 each month and until all the balance sum of HK\$3,600,000 has been paid off.

In any event, subject to Clause 4.2, the Purchaser shall pay the full Consideration to the Vendor by the last day of the 42<sup>nd</sup> month from the Completion Date.

4.2 The Vendor shall bear all the expenses incurred by the Company on or before 8 January 2025. The Purchaser shall and shall procure the Company to deliver to the Vendor all the payment records of the Company in respect of the expenses (the “**Expenses**”) incurred by the Company on or before 8 January 2025 by latest 25<sup>th</sup> day after the Completion or by 31 January 2025, whichever is earlier for verification. Within 14 days from the day the parties have verified the Expenses, the Vendor shall delivered to the Company a cheque in the sum equivalent to the verified Expenses drawn in favour of the Company against a licensed bank in Hong Kong. For the avoidance of doubt, in case the Purchaser and/or the Company fail to deliver any payment record in respect of the Expenses incurred by the Company by the 25<sup>th</sup> day after the Completion or by 31 January 2025, whichever is earlier, the Vendor shall not be liable for and has no obligation to bear any of the unverified Expenses.

4.3 The Vendor and the Purchaser agree that, subject to the Completion, from 9 January 2025 onwards, all the expenses and incomes from the dental clinic operated by the Company shall be borne by (in case of expenses) and belong to (in case of incomes) the Purchaser. In the event that the Completion does not take place, this Clause 4.3 shall not apply.

4.4 If an Event of Default occurs, all the outstanding part(s) of the Consideration shall forthwith become fallen due and shall be payable by the Purchaser to the Vendor within five (5) Business Days after the occurrence of such Event of Default.

4.5 Each of the following events and occurrences shall constitute an event of default (an “**Event of Default**”) under this Agreement:-

- (a) if default shall be made in payment of the Consideration (or any part thereof) pursuant to the relevant provisions of this Agreement and the Purchaser fails to rectify the non-payment within 7 days from the Event of Default;
- (b) if the Purchaser commits or threatens to commit a breach of or omits to observe any of the terms, covenants and obligations to be performed by it under this Agreement and where such breach (other than a failure to pay monies which is governed by the provisions of Clause 4.5(a) hereinabove) is in the absolute opinion of the Vendor capable of remedy, the Purchaser shall have failed to remedy the said breach to the satisfaction of the Vendor within fourteen (14) Business Days from a notice from the Vendor requiring remedy thereof;
- (c) if any representation and warranty of the Purchaser made in or made in connection with this Agreement or made in any document furnished to the Vendor pursuant to this Agreement proves to be untrue or incorrect in any respect when made and where such misrepresentation or breach in warranty is in the absolute opinion of the Vendor capable of remedy, the Purchaser shall have failed to remedy the said misrepresentation or breach to the satisfaction of the Vendor within fourteen (14) Business Days from a notice from the Vendor requiring remedy thereof;
- (d) if :-
  - (i) this Agreement is in jeopardy, is terminated due to the default of the Purchaser or cannot be perfected for any reason whatsoever;
  - (ii) this Agreement is not or ceases to be legal, valid, binding or enforceable;
  - (iii) it is or becomes unlawful for the Purchaser to perform any of its/ his obligations under this Agreement;
  - (iv) this Agreement is not effective in accordance with its terms or is alleged by the Purchaser to be ineffective in accordance with its terms for any reason; or
  - (v) the Purchaser repudiates the Agreement or evinces an intention to repudiate this Agreement.
- (e) if a petition shall be presented or an order be made or any other steps be taken for making an administration order against or for the bankruptcy/ liquidation of the Purchaser;
- (f) if the Purchaser is, or is deemed for the purposes of any law to be, unable to pay its indebtedness or bankrupt/ insolvent;
- (g) if an encumbrancer takes possession of or any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver,



- administrative receiver, administrator or similar officer is appointed in respect of any of the Purchaser's assets undertaking or property or any other analogous step or procedure is taken in any jurisdiction;
- (h) if any claim, legal or criminal proceeding, suit or action, arbitration or administrative proceeding of any kind whatsoever shall be instituted against the Purchaser and the Vendor is of its reasonable opinion that the same would have a material adverse effect on its performance of any of its duties and obligations under this Agreement; or
  - (i) if at any time after Completion and prior to the full discharge of the Purchaser's payment obligations under Clause 4 of this Agreement the Purchaser fails to control the board of directors of the Company or fails to hold 51% or above of the entire issued share capital of the Company.

## **5. COMPLETION**

- 5.1 Subject to Clause 3, Completion shall take place on Completion Date at the principal place of business of the Vendor in Hong Kong at Unit 3601 on 36th Floor of Citicorp Centre, 18 Whitfield Road, Hong Kong (or such other date and/or place in Hong Kong as the parties hereto may mutually agree).
- 5.2 Upon Completion and the Purchaser's satisfaction of the obligations set out in Clause 5.3, the Vendor shall deliver or cause to be delivered to the Purchaser:
- (a) instrument(s) of transfer and sold note in respect of the transfer of the Sale Share duly executed by the Vendor;
  - (b) the original share certificate(s) in respect of the Sale Share;
  - (c) certificate of incorporation, common seal, rubber chop, minutes book, register of directors, register of members and transfer and share certificate book and memorandum and articles of association of the Company which are in the possession of the Vendor;
  - (d) all books of account, records and documents of and relating to the Company which are in the possession of Vendor;
  - (e) at the request of the Purchaser and accepted by the Vendor beforehand (the Vendor's acceptance shall not be unreasonably withheld), the written resignation of such persons as directors of the Company;
  - (f) the title deeds and other books, records and documents of and relating to the Company, including without limitation, contracts and policies of insurance, cheque books and the current bank statements up to the date immediately preceding Completion of all relevant accounts which are in the possession of Vendor;
  - (g) copy, certified by a director of the Vendor as true and complete, of the minutes of the board of directors of the Company referred to in Clause 5.3;

- (h) the Deed of Waiver duly executed under seal by the Vendor or any of the Fellow Subsidiaries and the Company;
- (i) such other documents as may be necessary to give to the Purchaser good title to the Sale Share and to enable the Purchaser or its nominees to become the registered owner thereof; and
- (j) a cheque drawn in favour of “The Government of the HKSAR” in the sum of HK\$14,400 being the stamp duty borne by the Vendor in relation to the sale and purchase of the Sale Share.

5.3 The Vendor shall procure a meeting of the board of directors of the Company to be held at which resolutions shall be passed for:

- (a) the approval for the transfer of the Sale Share to the Purchaser and the registration of such transfer, subject to the relevant instrument(s) of transfer being duly stamped, and produced for registration;
- (b) the acceptance of the resignation of such persons as directors of the Company with effect from the Completion Date pursuant to Clause 5.2(e); and
- (c) the amendments of the bank mandate of the Company in such manner to the reasonable satisfaction of the Purchaser.

5.4 Upon Completion, the Purchaser shall deliver to the Vendor:

- (a) a cheque dated the Completion Date in the sum of HK\$300,000 drawn in favour of MediNet Group Limited, the nominee of the Vendor against a licensed bank in Hong Kong;
- (b) 35 posted dated cheque in the sum of HK\$300,000 drawn in favour of MediNet Group Limited against a licensed bank in Hong Kong;
- (c) 6 posted dated cheque in the sum of HK\$600,000 drawn in favour MediNet Group Limited against a licensed bank in Hong Kong; and
- (d) a copy, certified as true and complete by a director of the Purchaser, of resolutions of the boards of directors of the Purchaser approving the terms of this Agreement and other documents necessary for the purpose of effecting this transaction and authorising a person or persons to execute the same (with seal, where appropriate) for and on its behalf.

## 6. **RESTRICTION ON ANNOUNCEMENTS**

6.1 Each of the parties undertakes to the others that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts,

finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

- 6.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the GEM Listing Rules, the applicable law and the regulations or the requirements of relevant regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or any regulations or requirements of any relevant regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

## **7. WARRANTIES**

- 7.1 The Vendor hereby represents and warrants to the Purchaser that the Vendor Warranties contained in Schedule 2 are true and accurate in all material respects as at the date of this Agreement and will continue to be so up to and including the time of Completion.
- 7.2 The liability of the Vendor in respect of any breach of any Vendor Warranties shall be limited as provided in Clauses 7.3 to 7.7.
- 7.3 The Vendor shall not be liable for any claim in respect of the Vendor Warranties and/or under this Agreement unless:
- (a) the Vendor shall have received from the Purchaser a written notice of such claim specifying in reasonable details the event or default to which the claim relates and the nature of the breach and (if capable of being quantified at that time) the amount claimed, not later than the expiry of a period of three months after the Completion Date; and
  - (b) the aggregate amount of liability of the Vendor for all claims made in connection with the Vendor Warranties and/or this Agreement shall not exceed the amount of consideration actually received by the Vendor.
- 7.4 Notwithstanding any provision herein, the liability of the Vendor in connection with the Vendor Warranties and this Agreement shall cease on the expiration of three months after the Completion Date.
- 7.5 The Purchaser shall repay to the Vendor an amount equal to any sum paid by the Vendor to satisfy any claim under the Vendor Warranties and/or this Agreement which is subsequently recovered by or paid to the Purchaser or the Company by any third party after deducting all reasonable costs and expenses incurred by the Purchaser and/or the Company arising from or incidental to the recovery of such amount from the third party.
- 7.6 The Vendor Warranties shall be actionable only by the Purchaser (or its permitted assignees or successors hereunder) and no other persons shall be entitled to make

any claim or take any action whatsoever against the Vendor under, arising out of, or in connection with any of the Vendor Warranties and/or this Agreement.

- 7.7 The Purchaser shall immediately inform the Vendor in writing of any fact, matter, event or circumstance which comes to its notice whereby it has ascertained that the Vendor is or may become liable to make any payment under the Vendor Warranties and shall not settle or compromise such claim without the prior written consent of the Vendor. At the request in writing by the Vendor, the Purchaser shall take such action as the Vendor may reasonably request to avoid, dispute, resist, compromise or defend the claim or liability for which the Vendor may be or become directly or indirectly liable or responsible and the Purchaser shall further render or cause to be rendered to the Vendor all such assistance as the Vendor may reasonably require in connection with the foregoing.
- 7.8 The Purchaser hereby represents and warrants to the Vendor that the Purchaser Warranties contained in Schedule 3 are true and accurate in all material respects as at the date of this Agreement and will continue to be so up to and including the time of Completion.
- 7.9 The liability of the Purchaser in respect of any breach of any Purchaser Warranties shall be limited as provided in Clauses 7.10 to 7.14.
- 7.10 The Purchaser shall not be liable for any claim in respect of the Purchaser Warranties and/or under this Agreement unless:
- (a) the Purchaser shall have received from the Vendor a written notice of such claim specifying in reasonable details the event or default to which the claim relates and the nature of the breach and (if capable of being quantified at that time) the amount claimed, not later than the expiry of a period of three months after the Completion Date; and
  - (b) the aggregate amount of liability of the Purchaser for all claims made in connection with the Purchaser Warranties and/or this Agreement shall not exceed the aggregate sum of the outstanding part(s) of the Consideration to be payable by the Purchaser to the Vendor from time to time.
- 7.11 Notwithstanding any provision herein, the liability of the Purchaser in connection with the Purchaser Warranties and this Agreement shall cease on the expiration of three months after the Completion Date.
- 7.12 The Vendor shall repay to the Purchaser an amount equal to any sum paid by the Purchaser to satisfy any claim under the Purchaser Warranties and/or this Agreement which is subsequently recovered by or paid to the Vendor or the Company by any third party after deducting all reasonable costs and expenses incurred by the Vendor and/or the Company arising from or incidental to the recovery of such amount from the third party.
- 7.13 The Purchaser Warranties shall be actionable only by the Vendor (or its permitted assignees or successors hereunder) and no other persons shall be entitled to make any claim or take any action whatsoever against the Purchaser under, arising out of,

or in connection with any of the Purchaser Warranties and/or this Agreement.

- 7.14 The Vendor shall immediately inform the Purchaser in writing of any fact, matter, event or circumstance which comes to its notice whereby it has ascertained that the Purchaser is or may become liable to make any payment under the Purchaser Warranties and shall not settle or compromise such claim without the prior written consent of the Purchaser. At the request in writing by the Purchaser, the Vendor shall take such action as the Purchaser may reasonably request to avoid, dispute, resist, compromise or defend the claim or liability for which the Purchaser may be or become directly or indirectly liable or responsible and the Vendor shall further render or cause to be rendered to the Purchaser all such assistance as the Purchaser may reasonably require in connection with the foregoing.

## **8. FURTHER ASSURANCE**

The Vendor shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Purchaser may reasonably require to vest effectively the legal and beneficial ownership of the Sale Share in the Purchaser.

## **9. NOTICES**

- 9.1 Each notice, demand, court document or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country) or personal delivery to its address as set out below (or such other address in Hong Kong as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Vendor: MediNet (BVI) Limited

Address : Unit 3601 on 36th Floor of Citicorp  
Centre, 18 Whitfield Road, Hong  
Kong

Attention : The Board of Directors

To the Purchaser: Mr. Dr. Chiu Chong Po, Kenny

Address : Flat D, 37F, Tower 9  
Island Harbourview  
11 Hoi Fai Road  
Mongkok, Kowloon  
Hong Kong

- 9.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on despatch, if sent by facsimile transmission.

**10. TIME AND NO WAIVER**

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**11. INVALIDITY**

If at any time any one or more of the provisions of this Agreement is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**12. AMENDMENTS**

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

**13. ASSIGNMENT**

This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties.

**14. ENTIRE AGREEMENT**

This Agreement constitutes an entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

**15. COSTS AND STAMP DUTY**

15.1 Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.

15.2 All stamp duty (if any) payable in respect of the sale and purchase of the Sale Share shall be borne by the Vendor and the Purchaser in equal shares.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 16.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 16.3 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

## **SCHEDULE 1**

### **Details of the Company**

<b>Company name:</b>	Master Clever Limited (恒泉有限公司)
<b>Place of incorporation:</b>	Hong Kong
<b>Business registration no.:</b>	66364492
<b>Date of incorporation:</b>	30 June 2016
<b>Registered office:</b>	Unit 3601 on 36th Floor of Citicorp Centre, 18 Whitfield Road, Hong Kong
<b>Authorised capital:</b>	HK\$1.00
<b>Issued capital:</b>	1 share
<b>Shareholder(s):</b>	MediNet (BVI) Limited
<b>Director(s):</b>	Chiu Chong Po Kenny Chan Chi Wai Nelson Wong Siu Kay Lam Chi Kit
<b>Nature of business:</b>	operation of dental clinics for the provision of dental services including orthodontic treatment, dental laser implant surgery, teeth whitening and other general dental services



## **SCHEDULE 2**

### **Vendor Warranties**

Save as Disclosed:

#### **1. GENERAL**

- (A) All information which has been given by the Vendor or by the directors, officers, advisers or agents of the Company to the Purchaser or their employees or advisers in the course of negotiations leading to this Agreement is true and accurate in all material respects and there is no fact, matter or circumstance which has not been disclosed in writing to the Purchaser which renders any such information untrue, inaccurate or misleading in any material respects.
- (B) All facts concerning the Sale Share and the business and affairs of the Company material for disclosure to an intending purchaser of the Sale Share have been disclosed to the Purchaser and the Vendor are not aware of any facts or circumstances which might reasonably affect the willingness of a willing purchaser to purchase the Sale Share on the terms of this Agreement.
- (C) The Vendor has the right, power and authority to enter into and perform this Agreement which constitute or when executed will constitute legal, valid and binding obligations on the Vendor in accordance with their respective terms.

#### **2. OWNERSHIP OF SHARES**

The Vendor is the beneficial owners of the Sale Share free from all Encumbrances and there are no agreements or arrangements to create any encumbrance over or affecting any of the Sale Share.

#### **3. TAXATION**

The Company has complied in all material respects with all relevant and applicable legal requirements relating to registration or notification for taxation purposes. The Company has paid all taxation (if any) due to be paid, and if required, made sufficient provision for taxation before Completion and taken all necessary steps to obtain any repayment of or relief from taxation available to them.

#### **4. BANKING AND CREDIT FACILITIES**

To the best of the knowledge, information and belief of the Vendor (having made all reasonable inquiries), no circumstances or events have arisen or occurred such that any person is (or could, with the giving of notice and/or lapse of time and/or fulfillment of any condition and/or the making of any determination, become) entitled to payment of any indebtedness before its due date for payment by any of the Company, or to take any step to enforce any security for any indebtedness of any of the Company and no person to whom any indebtedness for borrowed money of any of the Company which is payable on demand has demanded or threatened in writing to demand repayment of the same.

**5. COMPLIANCE WITH LAWS**

So far as the Vendor is aware, the Company has at all times carried on and will until Completion carry on its business in compliance with all applicable laws and regulations in all material respects and, without prejudice to the generality of the foregoing, each of the Subsidiaries has obtained all licences and consents necessary for the carrying on of its business, and all such licences and consents are valid and subsisting and so far as the Vendor is aware there is no reason why any of them should be suspended, cancelled or revoked. So far as the Vendor is aware, the Company is not in breach in any material respect of any material contracts by which it is bound.

**6. ASSETS**

So far as the Vendor is aware, the Company has good title to its assets used in its business free from all Encumbrances.

**7. LITIGATION**

So far as the Vendor is aware, save as Disclosed, the Company is not engaged in any litigation, arbitration or governmental proceeding which (individually or in aggregate) is likely to have or have had during the twelve months preceding the date hereof a material adverse effect on the financial or trading position of the Company as a whole and no such litigation, arbitration or proceeding are threatened in writing or pending nor, to the best of the knowledge, information or belief of the Vendor (having made all reasonable inquiries), are there any circumstances which is likely to give rise to any such litigation, arbitration or proceedings.

**8. INTELLECTUAL PROPERTY RIGHTS**

So far as the Vendor is aware, none of the operations or business of the Company infringes any right or confidential information or other intellectual property rights held or alleged by any third party.

**9. GENERAL MATTER**

The execution, delivery and performance of this Agreement and the transactions contemplated upon the terms herein will not result in the breach or termination or cancellation or constitute a default under any agreement, commitment or other instrument to which the Company is a party or by which the Company or its property or assets may be bound.

### **SCHEDULE 3**

#### **The Purchaser Warranties**

1. The Purchaser has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Purchaser in accordance with their respective terms.
2. The execution and delivery of, and the performance by the Purchaser of his obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Purchaser is a party or by which he is bound.

**SCHEDULE 4**

**DATE: [\*] 2025**

**MASTER CLEVER LIMITED**

**AND**

**[\*]**

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**DEED OF WAIVER**

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**THIS DEED OF WAIVER** is made on [\*] 2025

**BETWEEN:**

- (1) **MASTER CLEVER LIMITED** a company incorporated in Hong Kong with limited liability and having its registered office at Unit 3601 on 36th Floor of Citicorp Centre, 18 Whitfield Road, Hong Kong (the “**Company**”); and
- (2) [\*], a company incorporated in the British Virgin Islands with limited liability and having its registered office at [\*] (the “**MediNet**”).

**WHEREAS:**

- (A) As at the date hereof the Vendor is indebted to the Company in the sum of HK\$[\*] (the “**Debt**”).
- (B) The parties hereto agree to enter into this Deed of Waiver upon the terms and conditions as hereinafter set out.

**NOW THIS DEED WITNESSES** as follows:

1. The parties hereto agree that the Debt payable by [the Vendor] to the Company be irrevocably and unconditionally waived with immediate effect.
2. The Company hereby irrevocably and unconditionally agrees to fully release, acquit and discharge the Company (including its successors and assigns) from any and all of its obligations, duties and liability of any nature whatsoever and from any and all claims, demands, causes of actions or liens of any nature whatsoever arising out of or in connection with the Debt.
3. It is hereby agreed that each party shall bear its own legal and professional fees, costs and expenses incurred in the negotiation, preparation and execution of documents in connection with this Deed.
4. This Deed is governed by and shall be construed in accordance with the laws of the Hong Kong (“**Hong Kong**”) Special Administrative Region of the People’s Republic of China. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
5. Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

IN WITNESS whereof this Deed has been duly executed by all parties hereto the day and year first above written.

**The Company**

**SEALED with the Common Seal** of and )  
**SIGNED** by Chan Chi Wai Nelson )  
for and on behalf of )  
**MASTER CLEVER LIMITED** )  
 )  
in the presence of: )

**MediNet**

**SEALED with the COMMON SEAL** of and )  
**SIGNED** by Chan Chi Wai Nelson )  
for and on behalf of )  
[\*] )  
 )  
in the presence of: )

IN WITNESS whereof this Agreement has been duly executed by all parties hereto the day and year first above written.

**THE VENDOR**

**SIGNED** by Chan Chi Wai Nelson  
for and on behalf of  
**MEDINET (BVI) LIMITED**

in the presence of:

)  
)  
)  
)  
)

For and on behalf of  
**Medinet (BVI) Limited**  
醫匯(英屬維爾京群島)有限公司  
  
*Authorized Signature(s)*

**THE PURCHASER**

**SIGNED** by **CHIU CHONG PO, KENNY**

in the presence of:

)  
)  
)

