SWANG CHAI CHUAN LIMITED 雙財莊有限公司 SOON SEE BENG (2) SOON SEE LONG (3) SOON CHIEW ANG (4) - and SOON LEE SHIANG (5) MASTER SUPPLY AGREEMENT

MASTER SUPPLY AGREEMENT

THIS AGREEMENT is made the 20th day of November 2025

BETWEEN:

- (1) SWANG CHAI CHUAN LIMITED (雙財莊有限公司), a limited liability company incorporated in the Cayman Islands with its registered office at 71 Fort Street, PO Box 500, George Town, Grand Cayman KY1-1106, Cayman Islands and principal place of business in Hong Kong at Units 501-2, 5/F, Tai Tung Building, 8 Fleming Road, Wanchai, Hong Kong (the "Supplier"), for itself and on behalf of the Supplier Companies (as defined hereafter);
- (2) **SOON SEE BENG**, holder of Malaysian Identity Card No. 700110-06-5719, whose address is at No. 30, Lorong Sekilau 64, Jalan Haji Ahmad, 25300 Kuantan, Pahang, Malaysia ("**Mr. SB Soon**");
- (3) SOON SEE LONG, holder of Malaysian Identity Card No. 731128-06-5233, whose address is at No. 8, Lorong Semambu Baru 76, Perumahan Semambu Baru, 25350 Kuantan, Pahang, Malaysia ("Mr. SL Soon");
- (4) **SOON CHIEW ANG**, holder of Malaysian Identity Card No. 760908-06-5405, whose address is at No. 2, Lorong Seri Setali 73, Jalan Haji Ahmad, Taman Haji Ahmad, 25300 Kuantan, Pahang, Malaysia ("**Mr. CA Soon**"); and
- (5) SOON LEE SHIANG, holder of Malaysian Identity Card No. 710202-06-5360, whose address is at No. 2, Lorong Seri Setali 74, Perkampungan Seri Setali, Jalan Haji Ahamd, 25300 Kuantan, Malaysia ("Ms. LS Soon") (Mr. SB Soon, Mr. SL Soon, Mr. CA Soon and Ms. LS Soon are collectively referred to as the "Ultimate Controlling Shareholders").

WHEREAS:

- (A) The Supplier Group (as defined hereafter) is principally engaged in distribution and sales of food and beverages ("F&B") and other products in Malaysia;
- (B) Some of the Associates (as defined hereafter) of the Ultimate Controlling Shareholders are companies or partnerships incorporated or established in Malaysia which are mainly engaged in retail and wholesale of F&B and other products and catering business. These entities and any other entities which will become Associates of any of the Ultimate Controlling Shareholders from time to time are collectively referred to as the "Connected Purchasers". A non-exhaustive list of the Connected Purchasers currently in existence is set out in the Schedule hereto;
- (C) Upon arm's length, fair and voluntary negotiation, the Supplier and the Ultimate Controlling Shareholders enter into this Agreement pursuant to which the Supplier Group agrees to supply F&B and other products, including but not limited to beverage, frozen food, cleaning and kitchen supplies, sauce, oil and condiments, dairy products, pet care products, packaged food and commodities, and health products to the Connected Purchasers. The Parties agree to be bound by the terms and conditions of this Agreement; and
- (D) Each of the Supplier and the Ultimate Controlling Shareholders confirms that this Agreement was entered into on arm's length basis, in the ordinary and usual course of business and on normal commercial terms, and the terms are fair and reasonable.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 <u>Definitions</u>: In this Agreement, including its recitals and schedule, unless otherwise defined or unless the context or subject matter otherwise requires, the following words and expressions have the following meanings:

"Associates" shall have the meaning associated thereto in the Listing Rules;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on

which licensed banks are open for business in Hong Kong throughout

their normal business hours;

"Cap Amount(s)" shall have the meaning as set out in Clause 3.1;

"Hong Kong" or "HK" means the Hong Kong Special Administrative Region of the People's

Republic of China;

"Independent Shareholders" means Shareholders other than Soon Holdings Limited, which is

owned by the Ultimate Controlling Shareholders, and its associates (if

any);

"Independent Third Party(ies)" an individual or a company which is independent of and not

connected with any director, chief executive, substantial shareholder of the Supplier, its subsidiaries or any of their respective associates

and not otherwise a connected person of the Supplier;

"Listing Rules" means The Rules Governing the Listing of Securities on the Stock

Exchange (as amended, supplemented or otherwise modified from

time to time);

"Parties"

means the parties named herein, and "Party" means any one of them;

"Purchase Price(s)"

means the purchase price in respect of the Supplies payable by the Connected Purchasers to the Supplier Group under the Purchase Order(s). Purchase Prices shall be determined after arm's length negotiation between the Connected Purchasers and the Supplier Group from time to time with reference to the requirements and specifications in relation to the products, the order quantity, the delivery timeframe, and the then prevailing market price of similar supplies in the market, and in any event the commercial terms involved shall not be less favourable to the Supplier Group than the terms offered by the Supplier Group to Independent Third Parties for similar transactions;

"Purchase Order(s)"

means an order for the purchase of the Supplies placed by the Connected Purchasers with the Supplier Group in the manner specified in Clause 2.3 and 2.4;

"RM"

means Malaysian ringgit, the lawful currency of Malaysia;

"Share(s)"

means the ordinary share(s) in the share capital of the Supplier;

"Shareholder(s)"

means holder(s) of the Share(s);

"Supplier Group"

means the Supplier and its subsidiaries; "Supplier Companies" means the members of the Supplier Group and "Supplier Company" means any one of them;

"Supplies"

means the F&B and other products (including but not limited to beverage, frozen food, cleaning and kitchen supplies, sauce, oil and condiments, dairy products, pet care products, packaged food and commodities, and health products) provided on a non-exclusive basis by the Supplier Group at the Purchase Price under each Purchase Order as may from time to time be agreed between a Connected Purchaser and a Supplier Company;

"Stock Exchange"

means The Stock Exchange of Hong Kong Limited;

"this Agreement"

context or subject matter otherwise requires:

means this Master Supply Agreement as amended, modified or supplemented from time to time; and

means per cent.

"%"

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- Interpretation: In this Agreement, including its recitals and schedule, unless otherwise defined or unless the
- (A) any reference to the Parties shall include their respective permitted assignees and successors;
- (B) any reference to Recitals, Clauses or the Schedule is a reference to the recitals and clauses of and the schedule to this Agreement;
- (C) the Recitals and the Schedule form part of this Agreement and shall be construed as part thereof and shall have the same full force and effect as if expressly set out in the main body of this Agreement;
- (D) headings are inserted for convenience only and shall be ignored in construing this Agreement;
- (E) the singular includes the plural and vice versa, words importing gender or the neuter include both genders and the neuter;

- (F) any reference to dates or times is a reference to a date or time in Hong Kong;
- (G) any reference to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, all forms of governmental body or authority, or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing;
- (H) any reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as it may have been, or may be, amended, varied, novated or supplemented;
- (I) any reference to a document being "in the agreed terms" means documents in the terms agreed between the Parties and, for the purpose of identification, signed by them or on their behalf, or such document in such other terms as may be agreed in writing by the Parties from time to time in substitution for or in variation of such document; and
- (J) all warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally.

2. SALE AND PURCHASE OF SUPPLIES

- 2.1 The Ultimate Controlling Shareholders agree to procure that the Connected Purchasers purchase, and the Supplier agrees to sell and/or supply (by itself or any Supplier Company), the Supplies in accordance with the terms of this Agreement and the specifications required by the Connected Purchasers at the Purchase Price pursuant to such Purchase Order as may from time to time be placed by the relevant Connected Purchasers and accepted by the Supplier Group.
- 2.2 In addition to Clause 2.1, the Parties hereto further agree that the Supplies shall be supplied by the relevant Supplier Companies on a non-exclusive basis in Malaysia.
- 2.3 A Purchase Order shall be placed by a Connected Purchaser with a Supplier Company in the manner specifying:-
 - (A) the quantities and descriptions of the Supplies;
 - (B) the Purchase Price;
 - (C) the required delivery dates;
 - (D) the required mode of delivery; and
 - (E) the term of payment.
- 2.4 All Purchase Orders shall be open for acceptance for a period of three (3) Business Days from the date of receipt of the Purchase Order by the relevant Supplier Company.

3. PURCHASE AMOUNT

- 3.1 The Supplier and the Ultimate Controlling Shareholders hereby agree that, for each of the years ending 31 December 2026, 2027 and 2028, the maximum aggregate amount payable by the Connected Purchasers to the Supplier Group pursuant to this Agreement shall not exceed the amount of RM12,500,000, RM16,000,000 and RM20,000,000, respectively (together, "Cap Amounts", each a "Cap Amount").
- 3.2 It is acknowledged that since the transactions contemplated under this Agreement shall constitute continuing connected transactions of the Supplier Group, performance of the duties and obligations under this Agreement by the Parties shall be subject to compliance with the relevant requirements by the Supplier Group for continuing connected transactions under the Listing Rules, including the approval by the Independent Shareholders.

3.3 The Ultimate Controlling Shareholders hereby acknowledge and agree that if the Supplier Group is unable to comply with such requirements of the Listing Rules or if the payments received by the Supplier Group under this Agreement have reached the Cap Amount for any of the three years ending 31 December 2028, the Parties hereto shall cease to have any obligations to perform their respective duties under this Agreement (save for any antecedent obligations) unless and until the relevant requirements under the Listing Rules, from time to time, are complied with. In the event that the above circumstances occur, the Ultimate Controlling Shareholders undertake and warrant to the Supplier (for itself and on behalf of the Supplier Companies) that they shall not, and they shall procure that the Connected Purchasers shall not, claim against any of the Supplier Companies for the non-performance of the obligations under this Agreement.

4. PROVISION OF SUPPLIES

4.1 The Supplier Group shall use reasonable endeavours to provide the Supplies under the Purchase Orders in accordance with the terms of the Purchase Orders.

5. PRICE OF THE SUPPLIES

- 5.1 The Purchase Price refers to the price of Supplies payable by a Connected Purchaser to a Supplier Company, which shall be agreed between them based on arm's length negotiation with reference to (i) the requirements and specifications in relation to the Supplies; (ii) the order quantity; (iii) the delivery timeframe; and (iv) the then prevailing market price of similar products in the market.
- 5.2 The commercial terms of transactions involved in any event shall not be less favourable to the Supplier Group than the terms offered by the Supplier Group to Independent Third Parties for similar transactions.
- 5.3 The Purchase Price as agreed by the Connected Purchasers and the Supplier Group after negotiation should not be altered, adjusted or varied unless with the Parties' prior written agreement.

6. ULTIMATE CONTROLLING SHAREHOLDERS' REPRESENTATIONS AND WARRANTIES

- Each of the Ultimate Controlling Shareholders represents and warrants that he/she has the full power and authority to enter into this Agreement and to perform the relevant obligations under this Agreement.
- 6.2 Each of the Ultimate Controlling Shareholders represents and warrants that each of the Connected Purchasers currently in existence is duly incorporated or established and validly existing under the laws of their respective place of incorporation or establishment, has the full power and authority to carry on its business and to perform the relevant obligations under this Agreement.
- 6.3 Each of the Ultimate Controlling Shareholders further represents and warrants that all applicable consents, approvals and licenses for purchasing, using and/or selling the Supplies have been or will at the material time have been obtained and not withdrawn or revoked.
- 6.4 Each of the Ultimate Controlling Shareholders agrees to indemnify the Supplier Group against any loss they may suffer as a result of any of the above representations or warranties being untrue, incorrect or inaccurate.

7. SUPPLIER'S REPRESENTATIONS AND WARRANTIES

- 7.1 The Supplier represents and warrants that each of the Supplier Companies is duly incorporated and validly existing under the laws of their respective place of incorporation, has the full power and authority to carry on its business and to perform the relevant obligations under this Agreement.
- 7.2 The Supplier further represents and warrants that all applicable consents, approvals and licences for the purchase and provision of Supplies in the relevant countries have been or will at the material time have been obtained and not withdrawn or revoked.

8. CONDITION PRECEDENT, DURATION AND TERMINATION

8.1 This Agreement is conditional upon the approval of the Independent Shareholders at the extraordinary general meeting (the "EGM") of the Supplier to be held to consider, and if thought fit, approve, among other matters, this Agreement and the transactions contemplated thereunder (including the Cap Amounts).

- 8.2 Subject to the approval of the Independent Shareholders at the EGM, this Agreement shall become effective on 1 January 2026 and expire on 31 December 2028.
- 8.3 Each Party shall be entitled to forthwith terminate this Agreement by giving not less than five (5) Business Days' notice in writing to the other Party/Parties if:-
 - (A) the other Party/Parties or any relevant member of its group commits any continuing or material breach of this Agreement **PROVIDED HOWEVER THAT** in the case of a breach capable of remedy, the right of termination under this Sub-clause (A) shall not be exercised until the Party complaining of such breach shall have given to the other Party/Parties notice in writing specifying the same and requiring it to be rectified within a reasonable time (not being more than one month) and such other Party/Parties or the relevant member of its group shall have failed to comply with such notice within the time specified in the notice;
 - (B) an encumbrancer takes possession or a receiver is appointed over all or a substantial part of the property or assets of the other Party/Parties or any of the members of its group;
 - (C) the other Party/Parties or any member of its group makes any voluntary arrangement with its/his/her creditor or becomes subject to an administrative order;
 - (D) the other Party/Parties or any member of its group goes into liquidation or bankruptcy (either compulsory or voluntary) or is otherwise insolvent; or
 - (E) the other Party/Parties or any member of its group ceases, or threatens to cease, to carry on all or a substantial part of its/his/her business.
- 8.4 Subject to clause 8.3, any Party may terminate this Agreement by serving a notice of not less than three months to the other Parties.
- 8.5 On termination of this Agreement for any reason, no Party shall have any further obligation under this Agreement to the other Parties subject to the accrued rights of any Party in respect of any antecedent breaches of this Agreement by any other Party.

9. FORCE MAJEURE

If the performance by any Party of any of its/his/her obligations under this Agreement or any part thereof is prevented, restricted or interfered with by any event or circumstance (whether arising from natural courses, human agency or otherwise) beyond the reasonable control of that Party which causes a cessation of performance or the substantial interference with the ability of that Party to perform its/his/her obligations under this Agreement including without limitation any strike, lock-out or other industrial action, labour dispute, riot, civil commotion, war, fire, flood or other acts of God or acts of Government, then the Party so affected shall upon giving written notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, **PROVIDED THAT** it/he/she shall use its/his/her best endeavours to resume performance of its/his/her obligations hereunder with the utmost despatch as soon as the cause of such prevention, restriction or interference is removed.

10. CONFIDENTIALITY AND ANNOUNCEMENTS

- Each Party shall at all times keep confidential and not directly or indirectly make or allow any disclosure or use to be made of any information in its/his/her possession relating to the other Parties or to the existence or subject matter of this Agreement to any person whatsoever (other than to officers, employees or professional advisers of the Ultimate Controlling Shareholders or the Supplier Companies whose position makes it necessary or reasonable to know the same) except to the extent that such information:
 - (A) becomes public knowledge (otherwise than as a result of any breach of this Clause or any other confidentiality obligations by any party);

- (B) was developed independently by the recipient who was not aware of the content of the information which was disclosed;
- (C) was made available to the recipient by some other person who had a right to do so and who has not imposed on the recipient any obligation of confidentiality or restricted use; or
- (D) is required by law, regulation, rule, act or order of any governmental authority or agency, the stock exchange to be disclosed by the receiving Party, provided however that such receiving Party gives the disclosing Party sufficient written notice to permit it/him/her to seek a protective order or other similar order with respect to such information (if necessary) and thereafter such receiving Party discloses only the minimum information required to be disclosed in order to comply.
- No announcement or information concerning this Agreement or any ancillary matter shall be made or released to the public or to the press (English or Chinese, local or overseas) or the suppliers or customers of any Parties without the prior written consent of the other Parties PROVIDED THAT nothing shall restrict the making by any of the Parties (even in the absence of agreement by the other Parties) of any statement or disclosure that may be required by law or the requirements of any internationally recognised stock exchange or any regulatory authorities PROVIDED THAT that Party shall engage in such prior consultation with the other Parties as may be reasonable.
- 10.3 For the avoidance of doubt and notwithstanding anything in this Agreement, the Parties unconditionally and irrevocably agree that the Supplier may in its sole and absolute discretion issue any announcement and circular and make any other disclosure in relation to this Agreement, the transactions contemplated hereunder, the information of the Parties and any other information which the Supplier deems necessary or appropriate for the purposes of complying with the Listing Rules and/or obtaining approval from the Stock Exchange and its shareholders.

11. COSTS

Each Party shall bear its/his/her own costs in connection with the preparation of this Agreement and the transactions contemplated herein.

12. NOTICES

- 12.1 <u>Manner of Notice</u>: Any notice or other communication to be given under this Agreement shall be in writing and may be delivered personally or by courier or sent by prepaid letter (airmail if overseas) or facsimile transmission. A notice shall be sent to the addressee (marked for the attention of the appropriate person) at its/his/her address set out in Clause 12.2 below or to such other address or facsimile number as may be notified by such addressee to the other Parties from time to time for the purposes of this Clause 12.
- 12.2 Address: The initial address of each of the Parties for the purposes of this Clause 12 are as follows:

(A) to the Supplier:

Address: Lot 147-A, Kawasan Perindustrian Semambu, 25350

Kuantan, Pahang, Malaysia

For the attention of:

The board of directors

(B) to Mr. SB Soon:

Address: No. 30, Lorong Sekilau 64, Jalan Haji Ahmad, 25300

Kuantan, Pahang, Malaysia

(C) to Mr. SL Soon:

Address: No. 8, Lorong Semambu Baru 76, Perumahan Semambu Baru,

25350 Kuantan, Pahang, Malaysia

(D) to Mr. CA Soon:

Address: No. 2, Lorong Seri Setali 73, Jalan Haji Ahmad, Taman Haji

Ahmad, 25300 Kuantan, Pahang, Malaysia

(E) to Ms. LS Soon:

Address: No. 2, Lorong Seri Setali 74, Perkampungan Seri Setali, Jalan

Haji Ahamd, 25300 Kuantan, Malaysia

12.3 Time of Service: A notice shall be deemed to have been served:

(A) if delivered personally or by courier, at the time of delivery;

- (B) if posted, if to an addressee within the same country, two (2) working days (or if to an addressee in a different country, five (5) working days, when it shall be sent airmail) after the envelope containing the notice was delivered into the custody of the postal authorities;
- (C) if communicated by facsimile transmission, at the time of transmission;

PROVIDED THAT where, in the case of delivery by hand or by courier or transmission by facsimile, such delivery or transmission occurs after 4 p.m. (local time) on a working day or on a day which is not a working day in the place of receipt, service shall be deemed to occur at 9 a.m. (local time) on the next following working day in such place; and for this purpose, in this Clause 12 "working day" means a day on which banks in the place of receipt are open for business in the ordinary course, other than Saturdays and Sundays.

12.4 <u>Proof of Service</u>: In proving service, it shall be sufficient to prove if personal delivery or courier delivery was made or if the envelope containing the notice was properly addressed and delivered into the custody of postal authorities authorized to accept the same, or if sent by facsimile, by receipt of automatic confirmation of transmission **PROVIDED THAT** a notice shall not be deemed to be served if communicated by facsimile transmission which is not legible in all material respects; such transmission shall be deemed to have been so legible if a request for retransmission is not made before the end of the next working day following the transmission.

13. GENERAL PROVISIONS

- 13.1 <u>Further Assurance</u>: Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement and the transactions contemplated by it.
- 13.2 <u>Entire Agreement</u>: This Agreement (together with any document described in or expressed to be entered into in connection with this Agreement) constitutes the entire agreement between the Parties in relation to the transaction(s) referred to in it or in them and supersedes any previous agreement between the Parties in relation to such transaction(s). It is agreed that:
 - (A) no Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of any other Party which is not expressly set out or referred to in this Agreement; and
 - (B) except for any breach of an express representation or warranty under this Agreement, no Party shall have any claim or remedy under this Agreement in respect of misrepresentation or untrue statement made by any other Party, whether negligent or otherwise, and whether made prior to or after this Agreement, PROVIDED THAT this Clause shall not exclude liability for fraudulent misrepresentation.
- 13.3 <u>Remedies Cumulative</u>: Any right, power or remedy expressly conferred upon any Party under this Agreement shall be in addition to, not exclusive of, and without prejudice to all rights, powers and remedies which would, in the absence of express provision, be available to it/him/her; and may be exercised as often as such Party considers appropriate.

- 13.4 <u>Waivers</u>: No failure, relaxation, forbearance, indulgence or delay of any Party in exercising any right or remedy provided by law or under this Agreement shall affect the ability of that Party subsequently to exercise such right or remedy or to pursue any other rights or remedies, nor shall such failure, relaxation, forbearance, indulgence or delay constitute a waiver or variation of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 13.5 Severability: The Parties intend that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws applied in each jurisdiction in which enforcement is sought. If any particular provision or part of this Agreement shall be held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 13.6 <u>Variation</u>: No variation of any of the terms of this Agreement (or of any document described in or expressed to be entered into in connection with this Agreement) shall be effective unless such variation is made in writing and signed by or on behalf of each of the Parties. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- 13.7 <u>Assignment</u>: This Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and permitted assigns. The Parties shall not take any steps to assign, transfer, charge or otherwise deal with all or any of their respective rights and/or obligations under or pursuant to this Agreement without the prior written consent of the other Parties. In the absence of the prior written consent of the other Parties, this Agreement shall not be capable of assignment by any Party.
- 13.8 <u>Counterparts</u>: This Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any Party may enter into this Agreement by executing any such counterpart.
- 13.9 <u>Legal Relationship</u>: The Parties are independent principals and no Party is nor shall hold itself/himself/herself out as the agent or partner of another, and no Party shall have any authority to bind or incur any liability on behalf of any other Party.
- 13.10 Punctual Performance: Time shall be of the essence of this Agreement.

14. GOVERNING LAW AND JURISDICTION

- 14.1 <u>Governing Law</u>: This Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Hong Kong (which each of the Parties considers to be suitable to govern the international commercial transactions contemplated by this Agreement).
- 14.2 <u>Jurisdiction</u>: With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Agreement (the "**Proceedings**"), each Party irrevocably:
 - (A) submits to the non-exclusive jurisdiction of the courts of Hong Kong; and
 - (B) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party.
- 14.3 Other Jurisdictions: Nothing in this Agreement precludes any Party from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

- 14.4 Service of Process: Each of the Ultimate Controlling Shareholders irrevocably appoints Swang Chai Chuan (HK) Limited of Units 501–2, 5/F., Tai Tung Building, No. 8 Fleming Road, Wanchai, Hong Kong to receive, for him/her and on his/her behalf, service of process in any Proceedings. Each Party agrees that any such legal process shall be sufficiently served on the Ultimate Controlling Shareholders if delivered to his/her process agent at the address of the process agent specified in this Clause 14.4 for the time being in Hong Kong. If for any reason the Ultimate Controlling Shareholders' process agent is unable to act as such, the Ultimate Controlling Shareholders shall promptly notify the Supplier and forthwith appoint a substitute process agent acceptable to the Supplier. Without affecting the right of any Party to serve process in any other way permitted by law, the Parties irrevocably consent to service of process given in the manner provided for notices in Clause 12.
- 14.5 Waiver of Immunity: To the extent that, in the courts of any jurisdiction, any Party may claim for itself/himself/herself or its/his/her revenues or assets (irrespective of their use or intended use) immunity on the grounds of sovereignty or other similar grounds from suit, jurisdiction of any court, relief by way of injunction, order for specific performance or for recovery of property, attachment (whether in aid of execution, before judgment or otherwise), execution or enforcement of any judgment or other legal process to which it/he/she or its/his/her revenues or assets might otherwise be entitled in any Proceedings (whether or not claimed), and to the extent that in any such jurisdiction there may be attributed to itself/himself/herself or its/his/her revenues or assets such immunity, that Party irrevocably agrees not to claim such immunity and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

Schedule
List of Connected Purchasers (non-exhaustive)

	Name	Date of incorporation/ establishment	Place of incorporation/ establishment
1	Megamart Sdn. Bhd.	29 May 2013	Malaysia
2	Just Relax Restaurant	28 March 2006	Malaysia
3	Tropicana Food Garden	17 July 2008	Malaysia
4	The Eight Th	21 June 2015	Malaysia
5	JR Grill & Bistro	10 August 2020	Malaysia
6	Pak Su Seafood Restaurant Sdn. Bhd.	18 February2005	Malaysia
7	Owl Cafe	25 September 2013	Malaysia
8	The Nine Th	24 July 2017	Malaysia
9	Theeleventh Bar & Bistro	20 September 2019	Malaysia
10	Theten Th Pub & Bistro	5 March 2019	Malaysia
11	The 12 Th Kitchen & Bistro	23 July 2020	Malaysia
12	The 13 Th Kitchen & Bistro	23 July 2020	Malaysia
13	The Fifteenth Bar & Bistro	12 May 2022	Malaysia
14	The Sixteen Live House	12 September 2024	Malaysia

EXECUTION PAGE

The Supplier

For and on behalf of Swang Chai Chuan Limited 雙財莊有限公司

Soon See Beng Executive Director

Mr. SB Soon

Soon See Beng

Mr. SL Soon

Soon See Long

Mr. CA Soon

Soon Chiew Ang

Ms. LS Soon

Soon Lee Shian

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