ORIGINAL

DATED THIS 8TH DAY OF JUNE 2026

BETWEEN

METRO EYEWEAR HOLDINGS SDN BHD

(Registration No. 199801003927 (460053-X))

("Vendor")

AND

AVENTURE ASIA CAPITAL PLT

(Registration No. 202504001643 (LLP0043145-LGN))

("Purchaser")

SHARE SALE AGREEMENT

(IN RESPECT OF THE SALE AND PURCHASE OF EQUITY INTERESTS IN A GROUP OF 12 TARGET COMPANIES)

dlt DAVID LAI & TAN

Advocates & Solicitors

(Ref No.: TYB.110.2022)

Level 9, Wisma Miramas

No. 1, Jalan 2/109E

Taman Desa

Jalan Klang Lama

58100, Kuala Lumpur

Tel: 03-7972 7968

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KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

LHDN MALAYSIA

SIJIL SETEM

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*	FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.*	G01J748BF8XW012
Jenis Surat Cara *Type Of Instrument*	SHARE SALE AGREEMENT SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument*	08/06/2026
Balasan *Consideration*	RM 10,375,000.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
METRO EYEWEAR HOLDINGS SDN BHD, (460053X, 199801003927)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
AVENTURE ASIA CAPITAL PLT, (LLP0043145-LGN, 202504001643)

Butiran Harta / Suratcara *Property / Instrument Description*

LHDN MALAYSIA

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem *Stamp Certificate No.*	W0127A26249180.1
Tarikh Penyeteman *Date of Stamping*	24/06/2026
Duti Setem Dikenakan *Amount of Stamp Duty*	RM 10.00
Penalti *Penalty*	RM 0.00
Pelarasan *Adjustment*	RM 0.00
Jumlah Dibayar *Total Amount Paid*	RM 10.00
Indorsemen *Indorsement (Akta Setem 1949)*	Seksyen 37

LHDN

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No. :* KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak *Printed Date : 03/08/2026 11:55:09*

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

— tamat/end —

LEMBAGA HASIL DALAM NEGERI MALAYSIA
SEKSYEN DUTI SETEM LHDNM W.P KUALA LUMPUR
KARUNG BERKUNCI 00010
PEJABAT POS BESAR
JALAN TUANKU ABDUL HALIM
50990 KUALA LUMPUR

Telefon : 03-62091000
samb. : 123013, 123010, 123016, 123006, 123003,130187, 130177, 130242
Fax : 03-62011419
www.hasil.gov.my

Bil Surat Tuan : TYB.110.2022
Tetuan/Tuan/Puan
AVENTURE ASIA CAPITAL PLT
A-10-09, ATRIA SOFO SUITES, JALAN SS 22/23,
DAMANSARA JAYA
47400 PETALING JAYA
Selangor

Nombor Adjudikasi: G01J748BF8XW012 **Tarikh: 23/06/2026**

Tuan,

NOTIS TAKSIRAN PENYETEMAN AM (DUTI TETAP)

Nama Surat Cara : SHARE SALE AGREEMENT

Permohonan tuan bertarikh **10/06/2026** di bawah Seksyen 36, Akta Setem 1949 dirujuk.

2. Dimaklumkan duti sebanyak **RM 20.00** kena dibayar mengikut pengiraan seperti lampiran.

3. Sila jelaskan duti tersebut selewat-lewatnya pada **23/07/2026**. Bayaran duti setem boleh dibuat secara elektronik melalui:

- FPX dari portal MyTax di https://mytax.hasil.gov.my > Perkhidmatan eHasil > Duti Setem > e-Duti Setem > Bayar Hasil
- FPX dari portal e-Duti Setem di https://mytax.hasil.gov.my > Perkhidmatan eHasil > Duti Setem > e-Duti Setem
- Bill Payment (CIMB BizChannel atau Public Bank)

4. Kelewatan membayar duti boleh dikenakan penalti di bawah Seksyen 47A, Akta Setem 1949.

Sekian, terima kasih.

"BERKHIDMAT UNTUK NEGARA"
"BERSAMA MEMBANGUN NEGARA"

PEMUNGUT DUTI SETEM LHDNM

Cetakan komputer ini tidak memerlukan tandatangan.

PENGIRAAN DUTI YANG DIKENAKAN

Bhg. A: Penyeteman Am

(a) Duti yang sepatutnya dikenakan b	RM	10.00
(b) Tolak amaun duti yang diremitkan/dikecualikan	RM	0.00
(c) Duti yang dikenakan (Duti muktamad minimum RM10.00)	RM	10.00
(d) Penalti yang dikenakan**	RM	0.00
(e) Salinan (1)	RM	10.00
(f) Jumlah besar duti / penalti yang kena dibayar	**RM**	**20.00**

** **Penalti Di Bawah Seksyen 47A Akta Setem 1949**

Sesuatu surat cara hendaklah dikemukakan untuk penyeteman dalam tempoh 30 hari dari tarikh ia disempurnakan dalam Malaysia atau dalam tempoh 30 hari selepas ia diterima di Malaysia sekiranya ia disempurnakan di luar Malaysia. Sekiranya ia tidak dikemukakan untuk penyeteman dalam tempoh ditetapkan, penalti sebanyak :

(a) RM50.00 atau 10% daripada duti yang terkurang, yang mana lebih tinggi, sekiranya ia disetemkan dalam tempoh 3 bulan selepas masa untuk penyeteman.

(b) RM100.00 atau 20% daripada duti yang terkurang, yang mana lebih tinggi, sekiranya ia disetemkan selepas 3 bulan selepas masa untuk penyeteman.

** **Pengecualian Penalti**

Bagi surat cara yang dikecualikan duti dan lewat dikemukakan untuk penyeteman, penalti di bawah perenggan 47A(1)(a) atau 47A(1)(b) Akta Setem 1949 adalah diremitkan sepenuhnya menurut subseksyen 47A(2)

Salinan Kepada:

David Lai & Tan
Level 8-3 & 8-4 Wisma Miramas,
No. 1 Jalan 2/109e, Taman Desa
Jalan Klang Lama, Taman Desa
58100 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur

THIS AGREEMENT is made on the 8th day of June 2026 ("**Agreement**")

BETWEEN

Metro Eyewear Holdings Sdn Bhd (Registration No. 199801003927 (460053-X)), a company registered in Malaysia having its registered address at No. 802, 8th Floor Block C, Kelana Square, 17 Jalan SS 7/26, 47301 Petaling Jaya, Selangor Darul Ehsan, Malaysia and postal address at 1-2, 2nd Floor, Jalan Kajang Indah 1, Taman Kajang Indah, SG Chua, 43000 Kajang, Selangor (**"the Vendor"**) of the one part;

AND

AVENTURE ASIA CAPITAL PLT (Registration No. 202504001643 (LLP0043145-LGN)), a company registered in Malaysia having its registered address at A-10-09, Atria Sofo Suites, Jalan SS 22/23, Damansara Jaya, 47400 Petaling Jaya, Selangor (**"the Purchaser"**) of the other part.

(collectively known as "**Parties**" and individually known as "**Party**")

RECITALS

(A) As at the date hereof, the Vendor is a company wholly owned by MOG (BVI) Limited.

(B) MOG (BVI) Limited is a company incorporated under the laws of the Cayman Islands and is a wholly owned subsidiary of MOG Digitech Holdings Limited, a company incorporated under the laws of the Cayman Islands, the shares of which are listed on Main Board of The Stock Exchange of Hong Kong Limited (stock code:1942) (the "**Listed Company**").

(C) The Vendor is the owner of the twelve (12) companies set out in **Annexure 1** (**"the Target Companies"** and each as **"Target Company"**) which are private companies incorporated in Malaysia, with the respective shareholding percentage as stated in **Annexure 1**. Further information of the Target Companies as at the date of this Agreement are set out in **Annexure 1**.

(D) As at the date of this Agreement, the Target Companies are, respectively, having its nature of businesses as set out in item 8 of the respective tables as set out in **Annexure 1** ("**Business**").

(E) The Vendor is desirous of selling the Sale Shares (as defined hereinbelow) and the Purchaser is desirous of purchasing the Sale Shares (on a willing buyer and willing seller basis) free from

any and all Encumbrances (as defined hereinbelow) whatsoever together with all rights attached hereto subject to the terms and conditions herein contained.

NOW THEREFORE, in consideration of the promises and agreements set forth herein, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. INTERPRETATION

1.1 **Definitions:**

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings set forth opposite such expressions: -

"Act"	:	means the Companies Act 2016, including any amendments, modifications and re-enactments thereof in force;
"Agreement"	:	means this Share Sale Agreement dated including all Schedules and Annexures thereto, as may be amended, varied or supplemented from time to time in writing;
"Board"	:	means the board of directors of the Target Companies;
"Business Day"	:	means a day (excluding Saturday, Sunday or a public holiday) on which commercial banks are generally open for banking business in Kuala Lumpur and Selangor;
"CCM"	:	means the Companies Commission of Malaysia;
"Completion"	:	means completion of the sale and purchase of the Sale Shares by the performance by the Parties of their respective obligations under Clauses 3.2(a) and 4.2;
"Completion Date"	:	means the date of the settlement of the Purchase Consideration (as defined below) or such other date as may be mutually agreed by the Parties;
"Conditional Period"	:	means within 3 months from the date of this Agreement, for the fulfilment of the Conditions Precedent;

"Confidential Information"	:	has the meaning ascribed in Clause 8 hereof;
"Constitution" or "M&A"	:	means the constitution or memorandum or articles of association of the Target Companies (as the case may be);
"Encumbrance"	:	means and includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, charge (whether fixed or floating), pledge, lien, assignment, hypothecation, encumbrance, priority, title retention, security interest or any other security arrangement or agreement of whatsoever nature over or in the relevant property; and the term "encumbered" shall be interpreted accordingly;
"Event of Default"	:	means any of the events described in Clause 11.1;
"Notice of Termination"	:	means a notice, given by one party to the other party, stating that the first party wishes to terminate this Agreement;
"Ordinary Shares"	:	means ordinary shares of the Target Companies with such rights as set out in the Constitution or the M&A (as the case may be);
"Person"	:	includes any firm, partnership, sole proprietorship, association, society, organization, entity or corporation and any other body corporate;
"Purchase Consideration"	:	means the purchase consideration to be satisfied by the Purchaser to the Vendor for the Sale Shares under Clause 3.1;
"RM"	:	means Ringgit Malaysia, the lawful currency of Malaysia;
"Sale Shares"	:	means a total number of Ordinary Shares of the Target Companies held by the Vendor as the registered holder and beneficial owner thereof and the respective shareholdings of the Vendor in each of the Target Companies are set out in item 6 of the respective tables in Annexure 1 hereof;

"Target Companies"	:	means the companies set out in **Annexure 1**;
"Transfer"	:	valid but unstamped forms of transfer of securities pursuant to Section 105 of the Act duly executed by the Vendor as transferor of the Sale Shares;
"Unconditional Date"	:	has the meaning ascribed in Clause 4.2 hereof;
"Warranties"	:	means the warranties, representations and undertakings of the Parties contained in Clause 6 and "**Warranty**" shall mean any one of them.

1.2 **Interpretation**

(a) The Annexures hereto shall be taken, read and construed as essential parts of this Agreement. The headings in this Agreement are inserted for convenience of reference only and shall not be taken, read and construed as essential parts of this Agreement.

(b) All references to Recitals, Annexures and Clauses shall be to the recitals, and annexures to and clauses of this Agreement. All references to provisions of statutes include such provisions as modified, re-certified or re-enacted. All references to this Agreement include this Agreement as amended or modified by written agreement between the parties. All references to a natural person shall include such person's heirs, personal representatives, successors-in-title and permitted assigns. All references to a company shall include such company's successors-in-title and permitted assigns.

(c) Words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or incorporate and vice versa. Words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words importing the singular number shall include the plural number and vice versa.

(d) Where two or more persons or parties are included or comprised in any expression, agreements, covenants, terms, stipulations and undertakings expressed to be made by or on the part of such persons or parties shall, unless otherwise provided herein, be deemed to be made by and be binding upon such persons or parties jointly and severally.

(e) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(f) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

(g) In computing time for the purposes of this Agreement, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is a weekend or public holiday, the period shall include the next following day which is not a weekend or public holiday.

2. SALE AND PURCHASE

2.1 Agreement for Sale

In consideration of the Parties' mutual promises set out in this Agreement and the Purchase Consideration provided hereinbelow, the Vendor (as the registered holder and beneficial owner of the Sale Shares) agrees to sell and the Purchaser agrees to purchase the Sale Shares from the Vendor (on a willing seller and willing buyer basis) free from any and all Encumbrances (as defined hereinbelow) whatsoever together with all rights attached hereto at the Purchase Consideration on the terms and subject to the conditions set out in this Agreement herein.

2.2 Basis of Sale

The Sale Shares are sold:-

(a) free from all liens, charges and Encumbrances and with full legal and beneficial title;

(b) with all rights, benefits and advantages attaching thereto (including all dividends and distributions (if any) which may be declared, made or paid in respect thereof) with effect from the date of this Agreement; and

(c) on the basis of the warranties given by the Vendor.

2.3 Interest to be Purchased

The Parties hereby agree that the purchase of the Sale Shares from the Vendor shall include all of the rights, privileges, and obligations attached to the Ordinary Shares of the Target Companies.

2.4 **No Outstanding Liabilities to Vendor**

Save and except as otherwise herein provided or as disclosed by the Vendor to the Purchaser prior to the completion of this Agreement or arising in the ordinary course of business of the Target Companies, the Vendor hereby agrees and acknowledges that there are no outstanding or subsisting loan, charge, liabilities or amount owing whatsoever by the Target Companies to the Vendor.

3. CONSIDERATION

3.1 **Amount**

The total purchase consideration for the Sale Shares shall be Ringgit Malaysia Ten Million Three Hundred and Seventy Five Thousand (RM10,375,000.00) Only ("**Purchase Consideration**"), which is arrived at on a willing buyer-willing seller basis.

3.2 **Method of Payment**

(a) The Purchase Consideration for the Sale Shares shall be paid to the Vendor within one year from the date of this Agreement ("**Completion Period**"). The breakdown of the purchase consideration for each of the Target Companies is respectively set out in item 9 of the tables in Annexure 1 hereof.

(b) In the event the Purchase Consideration or any part thereof is not paid in accordance with their respective timeframe within the Completion Period, the Purchaser shall pay to the Vendor an interest at the rate of 8% per annum (hereinafter referred to as the "**Late Payment Interest**") on the amount of the Purchase Consideration or such part thereof remaining outstanding ("**Amount Owing**") commencing from the day after the expiry date of the Amount Owing until the date of full payment of the Amount Owing. The Late Payment Interest shall be determined/calculated on the basis of the actual number of days elapsed and a three hundred and sixty-five (365) day year and shall accrue from day to day on simple interest.

4. CONDITIONS PRECEDENT

4.1. **Conditions Precedent**

The obligations of the Parties that are set out in this Agreement are conditional upon the following being fulfilled, obtained or waived within the Conditional Period:

(a) the Stock Exchange not raising any objection against any of the transactions contemplated under this Agreement;

(b) the Vendor having obtained approval from its shareholder, MOG (BVI) Limited and/or having procured and obtained approval from the board of directors and the shareholders of the Listed Company at a general meeting or extraordinary general meeting to be convened in respect of the Vendor's disposal of the Target Companies on the terms and conditions of this Agreement, where applicable;

(c) the Purchaser having completed, and to its satisfaction with the results of, the Due Diligence Review conducted on the Target Companies; and

(d) there having been no material breach by each of the Vendor and the Purchaser of its obligations under this Agreement and/ or any documents incidental to the transactions contemplated under this Agreement, to which it is a party.

4.2. **Unconditional Date**

This Agreement shall become unconditional on the date the last Condition Precedent is fulfilled, obtained (or, if applicable waived) in accordance with the provisions of this Agreement within the Conditional Period. The date on which the last of the Condition Precedent is fulfilled shall hereinafter be referred to as the "**Unconditional Date**".

4.3. **Co-operation between the Parties**

(a) Each Party shall promptly sign and do all documents, act and things required by applicable laws, regulations and guidelines to be signed and done by such Party (including the convening of extraordinary general meetings) to procure the fulfilment with all due speed of the Conditions Precedent.

(b) If so requested by such Party, the other Party shall, upon request, provide such information and sign and do all documents, acts and things as may be necessary or reasonably required to assist the first mentioned Party to fulfil the Conditions Precedent.

4.4. **Waiver & Non-fulfillment of Conditions Precedent**

(a) The Parties may (but shall not be obliged to) waive or modify, by written agreement signed by them, any of the Conditions Precedent which, by applicable laws, can be waived whereupon such Conditions Precedent shall be deemed to be (as applicable) deleted or modified as aforesaid.

(b) In the event that any one of the Conditions Precedent is not or cannot be fulfilled or waived during the Conditional Period or such other extended date the Parties mutually agree in writing, either Party shall be entitled, by notice of termination to the other, to terminate this Agreement and upon such notice being served on the other and, subject to the performance by the Parties of their respective obligations upon termination including but not limited to refund by the Vendor all the monies paid towards the Purchase Consideration, if any, free of interest to the Purchaser, this Agreement shall be null and void and be of no further effect.

5. COMPLETION

5.1. Completion

Subject to the fulfillment of Conditions Precedent, the Completion of the sale and purchase of Sale Shares shall take place at such place as may be agreed between the Parties, on the Completion Date.

5.2. Delivery of Documents and Registration of Transfer of Sale Shares

(a) The Vendor shall execute and deposit the following documents with the Purchaser immediately upon the execution of this Agreement: -

(i) the Transfer;

(ii) the valid, registrable, duly signed and undated transfer forms of the Sale Shares in favour of the Purchaser;

(iii) the original share certificates in respect of Sale Shares (if any) free from all liens, charges and Encumbrances and with full legal and beneficial title duly registered in the name of the Vendor; and

(iv) the undated letter of resignation of existing directors, if applicable.

(b) The Purchaser may at its absolute discretion waive any requirement contained in Clause 5.2(a) but shall not be obliged to complete the purchase of any of the Sale

Shares unless the remaining requirement in Clause 5.2 has been fulfilled, failing which this Agreement shall be terminated with the consequential effect provided in Clause 11 below and thereafter neither Party shall have any claims against the other.

(c) In respect of each Target Companies, the Purchaser shall not part with or deal with the documents referred to in Clause 5.2(a) herein or present the Transfer for registration of the Sale Shares of that Target Company in the name of the Purchaser unless and until:-

(i) the purchase consideration attributable to that Target Company has been fully paid or settled by the Purchaser to the Vendor in accordance with Clause 3.2 herein; and

(ii) all amounts owing and outstanding by that Target Company to the Vendor as at the date of full payment or settlement of the purchase consideration attributable to that Target Company have been fully paid or settled by the Purchaser to the Vendor.

For the avoidance of doubt, notwithstanding that the purchase consideration attributable to a Target Company has been fully paid or settled, the Purchaser shall not be entitled to present the Transfer for registration of the Sale Shares of that Target Company unless and until all amounts owing and outstanding by that Target Company to the Vendor as at the date of full payment or settlement of the purchase consideration attributable to that Target Company have also been fully paid or settled.

Upon receipt of the full purchase consideration and full settlement of all amounts owing and outstanding by a particular Target Company to the Vendor in accordance with Clause 5.2(c)(i) and Clause 5.2(c)(ii) above, the Vendor shall release the relevant documents under Clause 5.2(a) and execute and deliver the Transfer for that Target Company to the Purchaser, whereupon the Purchaser shall be entitled to present the Transfer for registration of the Sale Shares of that Target Company.

(d) In the event of any ambiguity or discrepancy between the provisions of this Agreement and Constitution or M&A, then it is the intention of the Parties that the provisions of this Agreement shall prevail and accordingly the Parties shall exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendments to the Constitution or M&A to reflect the terms and conditions of this Agreement.

5.3. **Effect of Completion**

Except to the extent already performed, all the provisions of this Agreement will, so far as they are capable of being performed or observed, continue in full force and effect notwithstanding Completion.

5.4. **Further Assurance**

Prior to the Completion as provided above, i.e. before the Completion Date, each Party must execute such documents provided herein and take, upon Completion, such steps as the other party may reasonably require vesting full title to the Sale Shares in the Purchaser and giving the Purchaser the full benefit of this Agreement and Sale Shares upon the terms and conditions of this Agreement.

5.5. **Dividends & other Distribution on the Sale Shares**

All dividends and other distributions which may be declared by the Target Companies after Completion in respect of the Sale Shares (or any part thereof) for any financial periods ended on or prior to the Completion Date shall accrue and belong to the Purchaser absolutely.

6. WARRANTIES AND EXCLUSION OF LIABILITY

6.1 **Warranties by Vendor**

(a) The Vendor undertakes with the Purchaser that all the warranties given by the Vendor as set out below shall be true and correct and will continue to be true and accurate until and on Completion of the Sale Shares herein:-

(i) the Vendor is the legal and beneficial owner of the Sale Shares; and

(ii) the Sale Shares are unencumbered.

(b) The Vendor hereby confirms that there is no approval other than its board of directors' approval is required for the disposal of the Sale Shares in accordance with the terms of this Agreement and the said board of director's approval has been duly obtained by the Vendor (resolution of which is to be deposited in accordance with Clause 5.2(a) above) and in the event any additional approval is required for the disposal of the Sale Shares, the Vendor shall procure the same.

(c) Each of the Warranties shall be separate and independent and save as expressly provided, shall not be limited by reference to any other sub-paragraph or anything in this Agreement.

6.2 **Additional Warranties by all Parties**

Each of the Parties ("**Representing Party**") to this Agreement represents, warrants and undertakes to and agrees with the other Party, as follows: -

(a) all recitals in so far as it is relevant to the respective Representing Party are true, accurate and correct in all respects;

(b) this Agreement constitutes the legal, valid and binding obligations of the Representing Party;

(c) the Representing Party has full legal right, power and authority to execute, deliver and perform their obligations under this Agreement and all such other agreements, deeds, documents and instruments as are specified or referred to in this Agreement;

(d) there is no provision of any existing contract, agreement or instrument binding on the Representing Party which has been or would be in material respects contravened by the execution and delivery of this Agreement and such other agreements, deeds, documents and instruments as are specified or referred to in this Agreement or by the performance or observance by the Representing Party of any of the terms hereof or thereof;

(e) no litigation, arbitration or administrative proceeding is current or pending or so far as the Representing Party is aware, threatened: -

(i) to restrain the entry into, exercise of its rights under or performance or enforcement of or compliance with its obligations under this Agreement; or

(ii) which has or could have a material adverse effect on it.

6.3 **Basis of Warranties**

(a) Each of the warranties set out above is without prejudice to any other warranty or undertaking and, except where expressly stated, no warranty contained in this Agreement governs or limits the extent or application of any other warranty.

(b) Each of the warranties is deemed to be given as at the date of this Agreement and to be repeated immediately before Completion in relation to the facts then existing.

6.4 **Rights and Remedies**

The rights and remedies of the Parties in respect of any breach of the warranties will not be affected by: -

(a) the Completion;

(b) any failure to exercise or delay in exercising any right or remedy or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release; or

(c) any information the Parties may have received or been given or have actual, implied or constructive notice of prior to the date of this Agreement.

7. POST COMPLETION OBLIGATIONS

7.1 The Purchaser shall cause the financiers or the suppliers of the Target Companies to release, substitute, remove, replace in any manner whatsoever discharge the Vendor or its director(s) as a guarantor of all the financing facilities of the Target Companies within a period of one hundred and twenty (120) days from the Completion Date.

7.2 The Purchaser undertakes with the Vendor that it will hold the Vendor and its director(s) fully and effectually indemnified from and against any liability, damages, costs, losses, charges or expenses which the Vendor may suffer or incur as a result of or arising out of, or in relation to the financing facilities of the Target Companies. Such indemnity shall extend to include all reasonably incurred costs, charges and expenses which Vendor may pay or incur in investigating, disputing or defending any claim or action or other proceedings in respect of which Purchaser is or may be liable to indemnify under this clause and all such costs, charges and expenses the subject of this indemnity shall be reimbursed by the Purchaser.

7.3 If any action, proceeding, claim or demand shall be brought or asserted against Vendor which the Purchaser is or may be liable to indemnify as herein provided, the Vendor shall promptly

notify the Purchaser in writing and the Purchaser shall have the option to assume the defence thereof, including the employment of legal advisers approved by Vendor (such approval not to be unreasonably withheld or delayed).

8. CONFIDENTIALITY

8.1 Obligations on Confidentiality

(a) Each of the Parties shall during the duration of this Agreement and after the Completion or the termination of this Agreement (as the case may be), maintain in strict confidence and keep confidential (and use its/ his best endeavours to cause and ensure that its/his employees, officers and agents shall keep confidential), all Confidential Information (as defined hereinbelow) and shall not use, disseminate or disclose such Confidential Information to any Person or use for any purpose whatsoever other than for the purposes stated in this Agreement except:-

(i) with the prior written consent of the other Parties;

(ii) in accordance with and to the extent required by the order of a court of competent jurisdiction;

(iii) where disclosure is required for purposes of compliance with applicable laws, listing requirements and the like or for the purposes of submission to the relevant authority and/or third but, save as otherwise provided in this Agreement, such Party, to the extent possible, shall not make any such disclosure without first notifying and allowing the relevant Party, a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure;

(iv) where the item of Confidential Information is or has been generally available to the public domain otherwise than by reason of any breach or default by such Party of its confidentiality obligation herein;

(v) where the item of Confidential Information is subsequently received by a Party in good faith from an entity or party other than the other Party and having the prior right to make such subsequent disclosure;

(vi) where any item of Confidential Information is independently developed by a Party without use of the other Party's Confidential Information; or

(vii) where disclosure is required for the enforcement of this Agreement, or disclosure to such Party's advisers (subject to duty of confidentiality) for the purposes of any advice in connection with this Agreement.

(b) In maintaining the confidentiality of the Confidential Information, each Party shall exercise the same duty of care that it exercises with its own confidential information and in no event less than a reasonable degree of care.

8.2 **Meaning of Confidential Information**

For the purposes of this Agreement, the expression "Confidential Information" means: -

(a) the terms of this Agreement and any discussion and negotiations in respect of the transaction contemplated by this Agreement;

(b) trade secrets, know-how, ideas, concepts, market research, business forecast, technical, operational and financial information and information that is unique, proprietary or competitively sensitive to the business, property or the financial arrangements or affairs of a Party or of the Target Companies;

(c) all personal data and information of employees of the Target Companies which is protected by personal data laws; and

(d) all such tangible or intangible information and other materials, including any such information provided orally or in writing which has been indicated by the disclosing Party as confidential; or which has been marked "CONFIDENTIAL"; or is by its nature or by the circumstances of its disclosure are intended to be retained in confidence given to or received by a Party from another Party.

8.3 **Return of Confidential Information**

Upon the termination of this Agreement, each Party shall immediately return to the other Party any Confidential Information of the other Party.

8.4 **Announcement**

Except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) or save as required by applicable laws, listing requirements of any recognized stock exchange or relevant competent authority, none of the Parties shall issue any press release or publish any public document or make any public statement or announcement of any kind in relation to, in connection with, arising out of or in respect of the subject matter of this Agreement or the transactions or matters contemplated by it unless the purpose, form and text thereof shall be specifically agreed in writing by the other Party.

9. COSTS AND EXPENSES

9.1 **Costs**

Except as referred to in Clause 9.2, each Party shall bear their respective costs and expenses incurred in the preparation, execution and implementation of this Agreement.

9.2 **Stamp Duty**

The Purchaser shall be responsible for the payment of the stamp duties and the fees for the registration and transfer of the Sale Shares in respect of this Agreement.

10. NOTICES

10.1 **How Notices May Be Given**

A notice, request, demand, consent or approval (each a notice) under this Agreement: -

(a) must be in writing;

(b) may be signed for the Party giving it by the Party's authorized officer, attorney or solicitor; and

(c) may be delivered by one Party to the other Party personally or left at or sent by prepaid A.R. Registered post or courier to the other party addresses at set forth in this Agreement.

10.2 **When Notice Taken as Given**

A notice is taken as given by the sender and received by the intended recipient: -

(a) if posted on the receipt of the returned A.R. Registered card after posting; and

(b) if faxed or if by courier, when one party confirm to the other party of the fax's receipt or on the date of the courier delivery as evidenced by the consignment slip acknowledgment,

but if delivery or receipt is on a day which is not a Business Day or is after 5.00 p.m. at the place of delivery or receipt, it is taken as given at 9.00 a.m. on the next Business Day.

10.3 **Change of Address or Fax Number**

A Party may change its address for notices by giving notice to the other Party.

11. TERMINATION

11.1 **Events of Default**

Each of the following events shall be an Event of Default if before Completion: -

(a) a Party commits a material breach of the terms or conditions of this Agreement, and such breach is not capable of being remedied; or

(b) a Party commits a material breach of the terms or conditions of this Agreement and, if such breach is capable of being remedied, such Party fails, refuses or neglects to remedy such breach within thirty (30) days after written notice has been given to such Party by any of the other Parties providing particulars of the breach and requiring such remedy; or

(c) a Party applies for an order or an order is made declaring such Party (as applicable) bankrupt, insolvent, liquidated or wound up or granting such Party a moratorium or protection from its creditors; or a petition for bankruptcy or a winding-up shall been presented against such Party unless such Party has contested in good faith such petition within thirty (30) days of its presentation in Court and the petition is dismissed, struck off, discharged, stayed, suspended, withdrawn or set aside within one hundred twenty (120) days (or such longer period as may be agreed by the other Party) from the date of its presentation in Court; or an order is made or a members' resolution is passed or any legislation enacted for the winding-up of such Party (except as part of a bona fide scheme of reconstruction or amalgamation); or if such Party compounds with its creditors; or a trustee, administrator, liquidator, receiver, receiver and manager, custodian or similar official is appointed for such Party or for any substantial part of its assets or properties;

or if such Party enters into or proposes to enter into any scheme of arrangement or compromise (except as part of a bona fide scheme of reconstruction or amalgamation) with any of its creditors or contributories; or

(d) where a Party is an individual, such Party dies, becomes of unsound mind, incapacitated, commit an act of bankruptcy or is adjudicated a bankrupt; or

(e) if any distress or execution or other process of a Court of competent jurisdiction is levied upon or issued against any substantial part of the assets or property of a Party and such distress, execution or other process (as the case may be) is not satisfied by such Party within thirty (30) days thereof, or unless any of the foregoing is contested in good faith within thirty (30) days and dismissed, struck off, withdrawn, suspended, set aside or discharged within one hundred and twenty (120) days thereof (or such longer period as may be agreed by the other Party); or

(f) if any of the Warranties is untrue or inaccurate and the Vendor fails or refuses to remedy the same within fourteen (14) days from its receipt of the Purchaser's written notice for such remedy.

11.2 **Termination by the Vendor**

(a) Upon the occurrence of an Event of Default by the Purchaser, the Vendor may, at any time and while the Purchaser's default as described herein subsists give a Notice of Termination to the Purchaser to terminate this Agreement forthwith without prejudice to all other rights and remedies available at any time to the Vendor and to take such actions or proceedings as it deems fit to claim damages and loss and all costs and expenses (on a full indemnity basis) incurred in connection with such actions or proceedings.

(b) Upon termination, the Vendor shall require the Purchaser to return all documents provided herein to the Vendor within seven (7) days after the events referred above with all the Vendor's rights and interest in the Target Companies intact.

(c) The Vendor shall refund all the monies paid (including but not limited to the Purchase Consideration) to the Purchaser and Clause 11.5 herein shall thereafter apply.

11.3 **Termination by the Purchaser**

(a) Upon the occurrence of an Event of Default by the Vendor, the Purchaser may, at any time and while the Vendor's default as described herein subsists give a Notice of

Termination to the Vendor to terminate this Agreement forthwith without prejudice to all other rights and remedies available at any time to the Purchaser and to take such actions or proceedings as it deems fit to claim damages and loss and all costs and expenses (on a full indemnity basis) incurred in connection with such actions or proceedings.

(b) Upon termination, the Vendor shall require the Purchaser to return all documents provided herein to the Purchaser within seven (7) days after the events referred above with all the Vendor's rights and interest in the Target Companies intact.

(c) The Vendor shall refund all the monies paid (including but not limited to the Purchase Consideration) to the Purchaser and Clause 11.5 herein shall thereafter apply.

11.4 **Termination by either the Vendor or the Purchaser**

Unless Clause 12.9 is applicable, either the Vendor or the Purchaser may terminate this Agreement by Notice of Termination to the other Parties if as a result of any change in applicable laws, the transaction contemplated by this Agreement or the performance by a Party of its obligations under this Agreement becomes unlawful whereupon the Vendor shall refund all the monies paid (including but not limited to the Purchase Consideration) to the Purchaser and Clause 11.5 herein shall thereafter apply.

11.5 **Consequences of Termination**

If this Agreement is terminated under Clause 11, the following terms shall also apply, namely:-

(a) this Agreement will be null and void and of no further effect;

(b) each Party will have no further obligations to the other Party;

(c) the Vendor shall refund the Purchase Consideration to the Purchaser within seven (7) days upon the receipt of a Notice of Termination;

(d) the termination will be without prejudice to any rights and liabilities arising as a result of, or in connection with, any antecedent breaches of this Agreement; and

(e) the Vendor shall have the absolute right to re-sell the Sale Shares to such persons in such manner at such price and on such terms as the Vendor may think fit.

12. GENERAL

12.1 **Entire Agreement**

This Agreement shall upon execution:-

(a) constitute the entire agreement and understanding between the Parties with respect to the matters dealt with in this Agreement;

(b) supersedes any other agreement, letters, correspondence (oral or written or expressed or implied) entered into prior to this Agreement in respect of the matters dealt with in this Agreement; and

(c) was not entered into by the Parties in reliance of any agreement, understanding, warranty or representation of any Party not expressly contained or referred to in this Agreement.

12.2 **Execution**

The execution of this Agreement by or on behalf of a Party shall constitute an authority to the solicitors acting for that Party in connection with this Agreement to deliver and date it on behalf of that Party.

12.3 **Effective Date**

This Agreement will take effect on the date entered on the first page of this Agreement irrespective of the diverse dates upon which the respective Parties may have executed this Agreement.

12.4 **Counterparts & E-signature**

(a) This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart.

(b) Each counterpart, when executed, will be deemed to constitute an original copy of this Agreement, but the counterparts, taken together, shall constitute one and the same instrument.

(c) This Agreement may be accepted, executed or agreed to, through the use of an electronic signature, whether digital or encrypted, in accordance with the Electronic

Commerce Act 2006. Any document accepted, executed or agreed to in conformity with such law will be binding on each Party and shall have the same legal effect, validity or enforceability as if it were physically executed.

12.5 **Amendments, Recitals and Additions**

(a) No amendment, variation, revocation, cancellation, substitution or waiver of, or addition or supplement to, any of the provisions of this Agreement shall be effective unless it is in writing and signed by both of the parties.

(b) The Recitals shall form part of this Agreement.

12.6 **Successors-in-title**

This Agreement will be binding upon and inure for the benefit of the respective heirs, personal representatives, successors-in-title or permitted assigns, as the case may be, of the Parties.

12.7 **Assignment**

This Agreement will be binding upon and inure for the benefit of the successors of the Parties but shall not be assignable by any Party without the prior written consent of the other Parties.

12.8 **No Partnership or Agency**

The provisions of this Agreement will not be construed or taken to constitute: -

(a) a partnership between the Parties; or

(b) either party to be the agent of the other Party; or

(c) an authority to either Party to represent or bind or pledge the credit of the other Party in anyway.

12.9 **Invalidity & Severability**

If any provision of this Agreement is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable then:-

(a) such provision will be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;

(b) the remaining provisions of this Agreement will remain in full force and effect; and

(c) the Parties must use their respective best endeavours to negotiate and agree a substitute provision which is valid and enforceable and achieves to the greatest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable term, condition, stipulation, provision, covenant or undertaking.

12.10 **Time of the Essence**

Time wherever mentioned is of the essence of this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may be agreed in writing between the parties be substituted for them.

12.11 **Knowledge and Acquiescence**

Knowledge or acquiescence by any party of, or in, any breach of any of the provisions of this Agreement will not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge or acquiescence, such party will remain entitled to exercise its rights and remedies under this Agreement, and at law, and to require strict performance of all of the provisions of this Agreement.

12.12 **Rights and Remedies**

The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy will affect or impair any such right or remedy.

12.13 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereto shall submit to the exclusive jurisdiction of the courts of Malaysia.

12.14 **Force Majeure**

None of the Parties shall be responsible to the other for the non-performance or the delay of performance of any of the terms and conditions in this Agreement owing to acts of God, acts of Government, riots, war (whether declared or not), strikes, lock-outs, industrial actions, pandemics, epidemics, lockdowns or any other causes beyond the control of such party.

12.15 **Good Faith**

In entering this Agreement, the Parties recognise that it is impracticable to make provisions for every contingency that may arise in the course of the performance thereof. Accordingly, the Parties hereby declare it to be their mutual intention that this Agreement shall operate between them in accordance with the principle of good faith, with fairness and without detriment to the interests of any of them and if in the course of the performance of this Agreement unfairness to any party is disclosed or anticipated or any dispute arises then the parties shall use their best endeavours (without prior recourse to arbitration or litigation) to agree upon such action as may be necessary and equitable to remove or resolve the cause of the same save and except in respect of those specifically set out in this Agreement.

[End of Clauses]

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Agreement the day and year first above written.

Signed by the Vendor)
METRO EYEWEAR HOLDINGS SDN BHD)
(Registration No.: 199801003927 (460053-X))
in the presence of:)

Wong Poh Wan
770225-06-5624

.....
Name: Ng Kwang Hua
Designation: Director
NRIC No.: 700812-10-5607

Signed by the Purchaser)
AVENTURE ASIA CAPITAL PLT)
(Registration No.: 202504001643)
(LLP0043145-LGN)))
in the presence of:-)

Foo WEN HAO
920929-08-6029

.....
Name: WONG KANG XIAN.
Designation: Partner
NRIC No.: 940624-05-5393.

ANNEXURE 1

Further information of the Target Companies

A. CAXIA EYEWEAR SDN BHD

1	Name	:	CAXIA EYEWEAR SDN BHD
2	Company Number	:	201501035226 (1160546-D)
3	Date and Place of Incorporation	:	30 September 2015, Malaysia
4	Issued Share Capital	:	100 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (70 ordinary shares) (2) Chong Fooi Lee (30 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Wholesaler and retailer of optical products
9.	Consideration	:	RM124,000.00

B. EXON OPTOMETRY SDN BHD

1	Name	:	EXON OPTOMETRY SDN BHD
2	Company Number	:	202201036929 (1482626-H)
3	Date and Place of Incorporation	:	5 October 2022
4	Issued Share Capital	:	100 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (51 ordinary shares) (2) Low Wei Sheng (14 ordinary shares) (3) Low Wei Min (20 ordinary shares) (4) Lee Wen Hui (5 ordinary shares) (5) Koh Kah Wei (10 ordinary shares)
7	Director(s)	:	(1) Datin Low Lay Choo; (2) Dato' Ng Kwang Hua; (3) Low Wei Min.
8	Nature of Business	:	Retail sale of spectacles and other optical goods
9.	Consideration	:	RM547,000.00

C. FABULOUS PROJECT MANAGEMENT SDN BHD

1	Name	:	FABULOUS PROJECT MANAGEMENT SDN BHD
2	Company Number	:	201201017161 (1002672-K)
3	Date and Place of Incorporation	:	21 May 2012, Malaysia
4	Issued Share Capital	:	100,000 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (100,000 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Optometrists and dealers of all kinds of optical apparatus and related accessories
9.	Consideration	:	RM118,000.00

D. LUX OPTICAL SDN BHD

1	Name	:	LUX OPTICAL SDN BHD
2	Company Number	:	201301029086 (1058916-X)
3	Date and Place of Incorporation	:	20 August 2013, Malaysia
4	Issued Share Capital	:	100 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (40 ordinary shares) (2) Retailtech Capital Sdn Bhd (25 ordinary shares) (3) Chan Yoong Keat (35 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Wholesaler and retailer of optical products
9.	Consideration	:	RM203,000.00

E. METRO DESIGNER EYEWEAR SDN BHD

1	Name	:	METRO DESIGNER EYEWEAR SDN BHD
2	Company Number	:	199701020860 (436357-D)
3	Date and Place of Incorporation	:	23 June 1997, Malaysia
4	Issued Share Capital	:	100,000 ordinary shares

5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (80,000 ordinary shares) (2) Ng Mui Quee (10,000 ordinary shares) (3) Ng Moh Tang (F) (10,000 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Retailer of optical products and property investment holding
9.	Consideration	:	RM761,000.00

F. METRO RWG SDN BHD

1	Name	:	METRO RWG SDN BHD
2	Company Number	:	201001010397 (895033-D)
3	Date and Place of Incorporation	:	25 March 2010, Malaysia
4	Issued Share Capital	:	100 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (60 ordinary shares) (2) Tan Hui Feng (40 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua; (3) Tan Hui Feng.
8	Nature of Business	:	Retail sale of spectacles frames, sunglasses and eye care chemicals
9.	Consideration	:	RM111,000.00

G. MODERN PRIDE SDN BHD

1	Name	:	MODERN PRIDE SDN BHD
2	Company Number	:	201001009666 (894296-K)
3	Date and Place of Incorporation	:	22 March 2010, Malaysia
4	Issued Share Capital	:	100,000 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (60,000 ordinary shares) (2) Saw Boon Leng (40,000 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua;

			(3) Saw Boon Leng.
8	Nature of Business	:	Wholesaler and retailer in optical products
9.	Consideration	:	RM725,000.00

H. MOG (TPU) SDN BHD

1	Name	:	MOG (TPU) SDN BHD
2	Company Number	:	201101027436 (955571-D)
3	Date and Place of Incorporation	:	3 August 2011, Malaysia
4	Issued Share Capital	:	100 ordinary shares
5	Registered Office	:	No. 802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (60 ordinary shares) (2) Tan Aik Mun (10 ordinary shares) (3) Tam Chai Shen (30 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua; (3) Tam Chai Shen.
8	Nature of Business	:	Wholesale and retail optical products
9.	Consideration	:	RM470,000.00

I. MOG EYECITY SDN BHD

1	Name	:	MOG EYECITY SDN BHD
2	Company Number	:	201701042530 (1256703-T)
3	Date and Place of Incorporation	:	21 November 2017, Malaysia
4	Issued Share Capital	:	100 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (100 ordinary shares)
7	Director(s)	:	(1) Datin Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Business of optometrists and dealers of all kinds of optical apparatus and related accessories
9.	Consideration	:	RM796,000.00

J. MOG EYEWEAR HOLDINGS (M) SDN BHD

1	Name	:	MOG EYEWEAR HOLDINGS (M) SDN BHD
2	Company Number	:	200101024886 (560644-V)
3	Date and Place of Incorporation	:	4 October 2001, Malaysia
4	Issued Share Capital	:	100,000 ordinary shares
5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (100,000 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Trading in spectacle frames, lens and related eye care products
9.	Consideration	:	RM4,541,000.00

K. MOG EYEWEAR SDN BHD

1	Name	:	MOG EYEWEAR SDN BHD
2	Company Number	:	200501001839 (678885-U)
3	Date and Place of Incorporation	:	19 January 2005, Malaysia
4	Issued Share Capital	:	100,000 ordinary shares (50,000 in cash, 50,000 otherwise than cash)
5	Registered Office	:	No. 802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (100,000 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua.
8	Nature of Business	:	Trading in spectacle frames, lens and related eye care products
9.	Consideration	:	RM1,709,000.00

L. SUCCESS OPTIC SDN BHD

1	Name	:	SUCCESS OPTIC SDN BHD
2	Company Number	:	201001026423 (910342-A)
3	Date and Place of Incorporation	:	3 August 2010, Malaysia
4	Issued Share Capital	:	100 ordinary shares

5	Registered Office	:	802, 8th Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor
6	Shareholder(s) and the respective shareholdings	:	(1) Vendor (51 ordinary shares) (2) Ko Kwan Yee (49 ordinary shares)
7	Director(s)	:	(1) Low Lay Choo; (2) Dato' Ng Kwang Hua; (3) Ko Kwan Yee.
8	Nature of Business	:	Wholesale and retail in optical products
9	Consideration	:	RM270,000.00

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