

DATED 6th DAY OF November 2024

SHUM SING FAI JOHN

(as Vendor)

AND

NEW MEDICAL CENTRE HOLDING LIMITED

(as Purchaser)

SALE AND PURCHASE AGREEMENT
in respect of the issued share capital of
HONG KONG MEDICAL ADVANCED IMAGING (TST) LIMITED

RAYMOND SIU & LAWYERS
Units 1302-1303 (Reception) & 1802
Ruttonjee House
Ruttonjee Centre
11 Duddell Street, Central
Hong Kong

THIS AGREEMENT (this “**Agreement**”) is made on _____ day of _____
2024

BETWEEN

- (1) **SHUM SING FAI JOHN**, holder of Hong Kong Identity Card Number K935620(7) of Flat 3, 1/F, Block C, Garden Vista, 11-13 On King St., Shatin, Hong Kong (the “**Vendor**”); and
- (2) **NEW MEDICAL CENTRE HOLDING LIMITED**, a company incorporated in Hong Kong with limited liability (business registration number 2688986), whose registered office is at Room 1706-12, 17/F, Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Purchaser**”).

(The Vendor and the Purchaser are collectively referred to as the “**Parties**” and each as a “**Party**”)

RECITALS:-

- (A) The Vendor is the legal and beneficial owner of 20% of the issued share capital of the Company, which comprise the Sale Shares (as hereinafter defined).
- (B) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares on the Completion Date (as hereinafter defined) upon the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED as follows :-

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 The Recitals and the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.2 In this Agreement except where the context otherwise requires, the following words and expressions shall have the following meanings :-

“Business Day”	any day (excluding Saturday, Sunday and public holiday) on which commercial banks in Hong Kong are open for general banking transactions;
“Company”	Hong Kong Medical Advanced Imaging (TST) Limited, a limited company incorporated in Hong Kong, details of which are set out in Schedule 1;
“Completion”	completion of the sale and purchase of the Sale Shares in accordance with Clause 5 hereof;
“Completion Date”	the fifth Business Day after the date on which the condition under Clause 4.1 is fulfilled (or such

other date as the parties hereto may agree) which in any event shall be a day falling on or before the Long Stop Date;

“Consideration”	the total amount of consideration for the sale and purchase of the Sale Shares, details of which are set out in Clause 3.1 hereof;
“Disclosed”	any matter which has been disclosed or will be disclosed within 5 days after the date of this Agreement and (in the event of successful Completion) up to the Completion to the Purchaser and/or its professional advisers in writing, including those matters disclosed in this Agreement and other documents and information in relation to the Sale Shares provided by the Vendor to the Purchaser and/or its professional advisers;
"Hong Kong"	Hong Kong Special Administrative Region of the People’s Republic of China;
"Judgement"	the judgement delivered by the courts of England;
“Listco”	EC Healthcare 醫思健康, a limited company incorporated in the Cayman Islands, the shares of which are listed on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Long Stop Date”	the date falling the expiry of 3-month period following the date of this Agreement or such later date as may be agreed in writing between the Vendor and the Purchaser;
“Sale Shares”	7,000,000 ordinary share of the Company (being 20% of its entire issued share capital) legally and beneficially owned by the Vendor as of the date of this Agreement and immediately prior to Completion;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Warranties”	the representations, warranties and undertakings contained or referred to in Schedule 2 hereto, subject to and save as the matters as Disclosed.

1.3 References in this Agreement to statutes and to statutory provisions shall be construed as references to those statutes or statutory provisions as respectively

modified (on or before the date hereof) or re-enacted (whether before or after the date hereof) from time to time and to any orders, regulations, instruments or secondary legislation made under the relevant statutes or provisions thereof and shall include references to any repealed statutes or provisions thereof which has been so re-enacted (with or without modifications).

- 1.4 The headings are for convenience only and shall not affect the construction of this Agreement.
- 1.5 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include incorporations and firms and vice versa.
- 1.6 Reference to clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules of this Agreement.

2. AGREEMENT TO SELL AND PURCHASE THE SALE SHARES

Subject to the terms and conditions of this Agreement, the Vendor shall, as legal and beneficial owner, sell, and the Purchaser shall purchase, the Sale Shares, with effect from the Completion Date free from all options, liens, charges, encumbrances, equities and other third party rights of any nature whatsoever and together with all rights of any nature whatsoever now or hereafter attaching or accruing to them.

3. CONSIDERATION

- 3.1 The Consideration for the sale and purchase of the Sale Shares shall be HK\$8,471,000:
- 3.2 The Consideration shall be paid by the Purchaser to the Vendor by way of cheque payable to the Vendor (or in such other manner as agreed between the Vendor and the Purchaser in writing) at Completion.
- 3.3 Neither the Vendor nor the Purchaser is obliged to complete the sale and purchase of any of the Sale Shares unless the sale and purchase of all the Sale Shares is completed simultaneously.

4. CONDITIONS PRECEDENT

- 4.1 It is hereby expressly acknowledged by the Vendor and the Purchaser that the sale and purchase of the Sale Shares is conditional upon fulfilment of the following conditions:
 - (a) the Purchaser having confirmed that it is satisfied with the results of the due diligence review on the Sale Shares and the Company;

- (b) the Warranties remaining true and accurate and not misleading at Completion as if repeated at Completion and at all times between the date of this Agreement and Completion;
 - (c) the Purchaser and the Listco having complied with all legal and regulatory requirements in connection with this Agreement and the transactions contemplated hereunder (including but not limited to the requirements under the Listing Rules); and
 - (d) the obtaining by the Purchaser of all internal approvals approving this Agreement and the transactions contemplated hereunder.
- 4.2 The Purchaser may waive any condition under Clause 4.1(a), (b) and (d) above at any time by notice in writing to the Vendor.
- 4.3 The Purchaser shall use its best endeavour to fulfil, and the Vendor shall, at the Purchaser's reasonable requests, use their best endeavour to assist the Purchaser in fulfilling, the conditions under Clause 4.1 on or before the Long Stop Date.
- 4.4 If any condition precedent under Clause 4.1 is not fulfilled on or before the Long Stop Date, then the Parties shall not be bound to proceed with the sale and purchase of the Sale Shares and this Agreement shall be terminated and cease to have any effect, and no party shall have any claim against the other parties (without prejudice to the rights of any party in respect of antecedent breaches).

5. COMPLETION

- 5.1 Subject to the provisions in Clause 4, Completion shall take place on the Completion Date when all (but not some only) of the events mentioned in this Clause 5 shall take place.
- 5.2 Upon Completion:-
- (a) the Vendor shall deliver to the Purchaser:-
 - (i) the original completed instrument of transfer and bought & sold notes of the Sale Shares duly signed by the Vendor in favour of the Purchaser or, as it may direct, its nominee(s);
 - (ii) the original existing share certificate in respect of the Sale Shares issued in the name of the Vendor;
 - (iii) the originals of such waivers or consents as the Purchaser may require to enable the Purchaser or its nominee to be registered as holder of any of the Sale Shares; and
 - (iv) other documents that the Purchaser may reasonably require in relation to this Agreement;

(b) the Purchaser shall deliver the cheque to the Vendor for the Consideration.

5.3 The Vendor shall use his best endeavour to assist the Purchaser to complete all such other steps and procedures (including but not limited to the stamping process) and sign, and procure the other director(s) of the Company to sign, all documents as necessary and proper in respect of and in connection with the transfer of the Sale Shares.

5.4 If the Vendor shall for any cause (other than for the default of the Purchaser) fail to complete the sale of the Sale Shares in accordance with the terms and conditions hereof, the Purchaser shall be entitled to:

(a) proceed to Completion as far as is practicable;

(b) postpone the Completion Date to a date within 30 days after the Completion Date as may in its absolute discretion designate, or

(c) terminate this Agreement and recover from the Vendor all monies paid by the Purchaser to the Vendor (if any).

6. PRE-COMPLETION UNDERTAKINGS

6.1 The Vendor hereby undertakes to the Purchaser that, as from the date of this Agreement and prior to Completion, the Vendor will not do (and will cause the Company not to do) or omit to do (or allow to be done) the following in respect of the Sales Shares or the Company unless with the prior written consent of the Purchaser has been obtained:

(a) do, allow or procure any act or omission on or before Completion which will constitute a breach of any of the Warranties; or

(b) do anything which is likely to jeopardize or diminish the value of the Sale Shares.

6.2 The Vendor undertakes to promptly provide such documents and information as may be reasonably required by the Purchaser in carrying out the due diligence review on the Sale Shares.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Vendor represents, warrants and undertakes to and with the Purchaser that each of the statements set out in Schedule 2 is now and will at Completion be true and accurate and not misleading in all material respects, subject to and save the matters Disclosed to the Purchaser by the Vendor.

7.2 Save as Disclosed, without restricting the rights of the Purchaser or otherwise

affecting the ability of the Purchaser to claim damages on any other basis available to it, in the event that any of the Warranties is broken or (as the case may be) proves to be untrue or misleading, the Vendor shall, on demand pay the Purchaser or, at the Purchaser's direction, the Company:

- (a) the amount necessary to put the Company into the position which would have existed if the Warranties had not been broken or (as the case may be) had been true and not misleading; and
- (b) all costs and expenses incurred by the Purchaser and the Company in connection with or as a result of such breach and any costs (including legal costs on a solicitor and own client basis), expenses or other liabilities which any of them may incur either before or after the commencement of any action in connection with (i) any legal proceedings in which the Purchaser claims that any of the Warranties has been broken or is untrue or misleading and in which Judgement is given for the Purchaser or (ii) the enforcement of any settlement of, or Judgement in respect of, such claim.

7.3 Save as Disclosed, each of the Warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other Warranties or any other term of this Agreement.

7.4 Save as Disclosed, the Vendor shall not (save only as may be necessary to give effect to this Agreement) do, allow or procure any act or omission before Completion which would constitute a breach of any of the Warranties or which would make any of the Warranties inaccurate or misleading if they were so given.

7.5 Save as Disclosed, the Vendor hereby agrees to disclose promptly to the Purchaser in writing immediately upon becoming aware of the same, any matter, event or circumstance (including any omission to act) which may arise or become known to him after the date of this Agreement and before Completion which:-

- (a) constitutes a breach of or is inconsistent with any of the Warranties; or
- (b) has, or is likely to have, a material adverse effect on the financial position or prospects of the Company and its business.

8. STAMP DUTIES, COSTS AND EXPENSES

8.1 All stamp duties (if any) in respect of the sale and purchase of the Sale Shares shall be borne by the Vendor and the Purchaser in equal shares.

8.2 Each Party shall bear his/ its own costs and expenses incurred in connection with the negotiation, preparation, and consummation of this Agreement.

9. CONFIDENTIALITY AND ANNOUNCEMENT

- 9.1 Each of the Parties undertakes to the others that he/it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to his/its professional advisers who is subject to a confidentiality obligation, or when required by law or any rule of any regulatory body (including but not limited to the Listing Rules), or upon the request of any regulatory body or authority or to its respective officers or employees whose province is to know the same, any confidential information concerning this Agreement (including the existence of this Agreement), the business, accounts, finance or contractual arrangements or other dealings, transactions of affairs of any of the others or the Company which may be within or may come to his/its knowledge pursuant to this Agreement and he/it shall use his/its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.
- 9.2 No Party hereto shall, except as required by law or regulations or rules of any recognised stock exchange, make any announcement or communication to the press, or any person who is not a Party (or the Party's officers, employees and agents) in connection with the transaction hereby contemplated or effected without the prior written approval of the other Party. The Vendor acknowledges and agrees that, the Listco shall be required to the publish an announcement on this Agreement and the transactions contemplated hereunder and/ or disclose the same in its corporate communications.

10. TERMINATION

- 10.1 The Parties may not terminate this Agreement prior to Completion except as provided below:
- (a) the Parties may terminate this Agreement by written consent; or
 - (b) the Purchaser may terminate this Agreement if the Vendor has caused a material breach of any provision of this Agreement, including but not limited to the failure to deliver any documents required under Clause 5; or
 - (c) this Agreement is terminated pursuant to Clause 4.4.
- 10.2 If the Vendor and/ or the Purchaser terminate(s) this Agreement pursuant to this Clause, all provisions under this Agreement (except for Clauses 8, 9, 19, 20 and 21) shall terminate without any liability of any party to any other party, except that each Party shall remain liable for any antecedent breaches.

11. COMPLETE AGREEMENT

This Agreement represents the entire and complete agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement whether written or oral in relation thereto.

12. AMENDMENT

No amendment to this Agreement shall be effective unless made or confirmed in writing and signed by all the Parties.

13. ASSIGNMENT

This Agreement shall be binding upon and inure for the benefit of each party's successors and assigns but, except as expressly provided herein, none of the rights of the parties under this Agreement shall be assigned or transferred.

14. COUNTERPART

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original, and such counterparts taken together shall constitute one and the same Agreement.

15. SEVERABILITY

15.1 Each provision of this Agreement is severable and distinct from the others. If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

15.2 If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if the provision or some part of the provision was deleted or modified, the provision or part of the provision in question shall apply with such deletions and modifications as may be necessary to make it legal, valid and enforceable.

16. REMAINING IN FORCE

The provisions of this Agreement insofar as the same shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

17. TIME OF THE ESSENCE

Time shall be 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 substituted by agreement in writing between or on behalf of the Vendor and the Purchaser.

18. WAIVER AND FORBEARANCE

The rights of any party hereto shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

19. NOTICE

- 20.1. Any notice required or permitted to be given hereunder may be delivered in person or by registered mail or by email, to the parties at the following addresses or email addresses or such other addresses or email addresses as may be notified by a Party from time to time.

To the Vendor: SHUM Sing Fai John
 Address: [-]
 Email: [-]

To the Purchaser: New Medical Centre Holding Limited
 Address: 20/F, Devon House, Taikoo Place, 979
 King's Road, Quarry Bay, Hong Kong
 Email: levinlee@ehealthcare.com
 Attention: LEE Heung Wing

- 20.2. Any such notice and other communication shall be deemed to have been duly given or made as follows:
- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
 - (b) if sent by registered post, 10 Business Days after date of despatch;
 - (c) if sent by email, when confirmation of its transmission has been recorded on the sender's email account without the message of unsuccessful delivery.

20. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the law for the time being in force in Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

21. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) does not apply to this Agreement and a person who is not a party to this Agreement shall not be entitled to enforce of terms of this Agreement.

AS WITNESS the parties hereto have caused this Agreement to be executed the date first above written.

SIGNED by **SHUM SING FAI JOHN**)



in the presence of:)
)
)
)
)
)

SIGNED by)
for and on behalf of)
NEW MEDICAL CENTRE HOLDING)
LIMITED)
in the presence of:)

A handwritten signature in black ink, appearing to be 'L. M. C.', written in a cursive style.

SCHEDULE 1

DETAILS OF THE COMPANY

Name:	Hong Kong Medical Advanced Imaging (TST) Limited
Registered Address:	20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
Business Registration Number:	72457532
Date of Incorporation:	7 December 2020
Place of Incorporation:	Hong Kong
Shareholders:	New Medical Centre Holding Limited (51%) The Vendor (20%) SHUM Sing Fai John (20%) Union Advanced Imaging Holding Limited (6%) TANG Chun Wah (2%) CHENG Shan Shan (1%)
Directors:	LEE Heung Wing LU Lyn Wade Leslie
Company Secretary:	Evermax Consultants Limited

SCHEDULE 2

REPRESENTATIONS AND WARRANTIES

A. REPRESENTATIONS BY THE VENDOR

1. OWNERSHIP

1.1 The Vendor is and will at Completion be the legal and beneficial owner of 20% of the issued share capital of the Company, which constitute the Sale Shares. The Sale Shares shall be transferred and assigned to the Purchaser upon Completion free from all claims, charges, liens, encumbrances, third party rights and options of any kind whatsoever. The details of the registered holder of the Sale Shares are true and accurate. No consent of any third party is required for the sale of the Sale Shares.

1.2 Neither the execution of this Agreement nor the performance of any obligation of the Vendor thereunder will (a) violate any provision of any articles of association of the Company or other constitutional documents (including all shareholders' and directors' resolutions passed or purported to have been passed) of the Company, (b) violate any law, judgement, decree, order, regulation or rule of any court or government in Hong Kong or elsewhere applicable to the Vendor.

2. POWER AND CAPACITY

2.1 The Vendor has the full power to enter into and perform his obligations under this Agreement.

2.2 No order has been made, or petition has been submitted, for the bankruptcy of the Vendor. There is not outstanding:-

(a) any petition or order for the bankruptcy of the Vendor;

(b) any receivership of the whole or any part of the undertaking or assets of the Vendor;

(c) any voluntary arrangement between the Vendor and any of his creditors.

2.3 There are no circumstances which are known, or would on reasonable enquiry be known, to the Vendor and which would entitle any person to present a petition for the bankruptcy of the Vendor or to appoint a receiver of the whole or any part of his undertaking or assets.

3. SHARE CAPITAL OF THE COMPANY

3.1 The Sale Shares are and will on Completion represent 20% of the issued share capital of the Company and all of them are fully paid up and there is no outstanding call on them.

3.2 There is no option, right to acquire, transfer, mortgage, charge, pledge, lien or other form of security or encumbrance on, over or affecting any of the Sale Shares and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing.

3.3 There is no agreement or commitment outstanding which calls for the allotment or issue of or accords to any person the right to call for the allotment or issue of any shares or debentures in the Company.

4. LITIGATION/ DISPUTES

4.1 The Vendor is not engaged in nor is there pending any material litigation, arbitration, prosecution, administrative, criminal or other material legal proceedings or in any material proceedings or hearings before any statutory or governmental body, department, board or agency and that to the best of the knowledge and belief of the Vendor, no such material litigation, arbitration, prosecution, administrative, criminal or other material legal proceedings are threatened or likely to be threatened.

4.2 No dispute has arisen on the legal and beneficial ownership of the Sale Shares. There are no present circumstances (including Completion) which are likely to give rise to any such dispute.

5. OTHERS

5.1 All representations warranties and undertakings contained in the foregoing provisions of this Schedule shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.

5.2 All information contained in this Agreement provided by the Vendor was true and accurate in all respects when given. There is no fact or matter which has not been disclosed, which may render any such information or documents untrue, inaccurate or misleading at the date of this Agreement.

5.3 All information relating to the Sale Shares which is known to the Vendor and which would materially affect a purchaser for value of the Sale Shares has been disclosed in writing to the Purchaser.

DATED 6th DAY OF November 2024

HUI KEI TAT

(as Vendor)

AND

NEW MEDICAL CENTRE HOLDING LIMITED

(as Purchaser)

SALE AND PURCHASE AGREEMENT
in respect of the issued share capital of
HONG KONG MEDICAL ADVANCED IMAGING (TST) LIMITED

RAYMOND SIU & LAWYERS
Units 1302-1303 (Reception) & 1802
Ruttonjee House
Ruttonjee Centre
11 Duddell Street, Central
Hong Kong

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2024

BETWEEN

- (1) **HUI KEI TAT**, holder of Hong Kong Identity Card Number Z012354(5) of Flat 4D, Block 20, Baguio Villa, Victoria Road, Hong Kong (the “**Vendor**”); and
- (2) **NEW MEDICAL CENTRE HOLDING LIMITED**, a company incorporated in Hong Kong with limited liability (business registration number 2688986), whose registered office is at Room 1706-12, 17/F, Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Purchaser**”).

(The Vendor and the Purchaser are collectively referred to as the “**Parties**” and each as a “**Party**”)

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other date as the parties hereto may agree) which in any event shall be a day falling on or before the Long Stop Date;

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"Hong Kong"	Hong Kong Special Administrative Region of the People’s Republic of China;
"Judgement"	the judgement delivered by the courts of England;
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- (b) the Warranties remaining true and accurate and not misleading at Completion as if repeated at Completion and at all times between the date of this Agreement and Completion;
 - (c) the Purchaser and the Listco having complied with all legal and regulatory requirements in connection with this Agreement and the transactions contemplated hereunder (including but not limited to the requirements under the Listing Rules); and
 - (d) the obtaining by the Purchaser of all internal approvals approving this Agreement and the transactions contemplated hereunder.
- 4.2 The Purchaser may waive any condition under Clause 4.1(a), (b) and (d) above at any time by notice in writing to the Vendor.
- 4.3 The Purchaser shall use its best endeavour to fulfil, and the Vendor shall, at the Purchaser's reasonable requests, use their best endeavour to assist the Purchaser in fulfilling, the conditions under Clause 4.1 on or before the Long Stop Date.
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 - (iii) the originals of such waivers or consents as the Purchaser may require to enable the Purchaser or its nominee to be registered as holder of any of the Sale Shares; and
 - (iv) other documents that the Purchaser may reasonably require in relation to this Agreement;

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- (a) proceed to Completion as far as is practicable;
 - (b) postpone the Completion Date to a date within 30 days after the Completion Date as may in its absolute discretion designate, or
 - (c) terminate this Agreement and recover from the Vendor all monies paid by the Purchaser to the Vendor (if any).

6. PRE-COMPLETION UNDERTAKINGS

- 6.1 The Vendor hereby undertakes to the Purchaser that, as from the date of this Agreement and prior to Completion, the Vendor will not do (and will cause the Company not to do) or omit to do (or allow to be done) the following in respect of the Sales Shares or the Company unless with the prior written consent of the Purchaser has been obtained:
- (a) do, allow or procure any act or omission on or before Completion which will constitute a breach of any of the Warranties; or
 - (b) do anything which is likely to jeopardize or diminish the value of the Sale Shares.
- 6.2 The Vendor undertakes to promptly provide such documents and information as may be reasonably required by the Purchaser in carrying out the due diligence review on the Sale Shares.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Vendor represents, warrants and undertakes to and with the Purchaser that each of the statements set out in Schedule 2 is now and will at Completion be true and accurate and not misleading in all material respects, subject to and save the matters Disclosed to the Purchaser by the Vendor.
- 7.2 Save as Disclosed, without restricting the rights of the Purchaser or otherwise

affecting the ability of the Purchaser to claim damages on any other basis available to it, in the event that any of the Warranties is broken or (as the case may be) proves to be untrue or misleading, the Vendor shall, on demand pay the Purchaser or, at the Purchaser's direction, the Company:

- (a) the amount necessary to put the Company into the position which would have existed if the Warranties had not been broken or (as the case may be) had been true and not misleading; and
- (b) all costs and expenses incurred by the Purchaser and the Company in connection with or as a result of such breach and any costs (including legal costs on a solicitor and own client basis), expenses or other liabilities which any of them may incur either before or after the commencement of any action in connection with (i) any legal proceedings in which the Purchaser claims that any of the Warranties has been broken or is untrue or misleading and in which Judgement is given for the Purchaser or (ii) the enforcement of any settlement of, or Judgement in respect of, such claim.

7.3 Save as Disclosed, each of the Warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other Warranties or any other term of this Agreement.

7.4 Save as Disclosed, the Vendor shall not (save only as may be necessary to give effect to this Agreement) do, allow or procure any act or omission before Completion which would constitute a breach of any of the Warranties or which would make any of the Warranties inaccurate or misleading if they were so given.

7.5 Save as Disclosed, the Vendor hereby agrees to disclose promptly to the Purchaser in writing immediately upon becoming aware of the same, any matter, event or circumstance (including any omission to act) which may arise or become known to him after the date of this Agreement and before Completion which:-

- (a) constitutes a breach of or is inconsistent with any of the Warranties; or
- (b) has, or is likely to have, a material adverse effect on the financial position or prospects of the Company and its business.

8. STAMP DUTIES, COSTS AND EXPENSES

8.1 All stamp duties (if any) in respect of the sale and purchase of the Sale Shares shall be borne by the Vendor and the Purchaser in equal shares.

8.2 Each Party shall bear his/ its own costs and expenses incurred in connection with the negotiation, preparation, and consummation of this Agreement.

9. CONFIDENTIALITY AND ANNOUNCEMENT

- 9.1 Each of the Parties undertakes to the others that he/it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to his/its professional advisers who is subject to a confidentiality obligation, or when required by law or any rule of any regulatory body (including but not limited to the Listing Rules), or upon the request of any regulatory body or authority or to its respective officers or employees whose province is to know the same, any confidential information concerning this Agreement (including the existence of this Agreement), the business, accounts, finance or contractual arrangements or other dealings, transactions of affairs of any of the others or the Company which may be within or may come to his/its knowledge pursuant to this Agreement and he/it shall use his/its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.
- 9.2 No Party hereto shall, except as required by law or regulations or rules of any recognised stock exchange, make any announcement or communication to the press, or any person who is not a Party (or the Party's officers, employees and agents) in connection with the transaction hereby contemplated or effected without the prior written approval of the other Party. The Vendor acknowledges and agrees that, the Listco shall be required to the publish an announcement on this Agreement and the transactions contemplated hereunder and/ or disclose the same in its corporate communications.

10. TERMINATION

- 10.1 The Parties may not terminate this Agreement prior to Completion except as provided below:
- (a) the Parties may terminate this Agreement by written consent; or
 - (b) the Purchaser may terminate this Agreement if the Vendor has caused a material breach of any provision of this Agreement, including but not limited to the failure to deliver any documents required under Clause 5; or
 - (c) this Agreement is terminated pursuant to Clause 4.4.
- 10.2 If the Vendor and/ or the Purchaser terminate(s) this Agreement pursuant to this Clause, all provisions under this Agreement (except for Clauses 9, 10, 19, 20 and 21) shall terminate without any liability of any party to any other party, except that each Party shall remain liable for any antecedent breaches.

11. COMPLETE AGREEMENT

This Agreement represents the entire and complete agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement whether written or oral in relation thereto.

12. AMENDMENT

No amendment to this Agreement shall be effective unless made or confirmed in writing and signed by all the Parties.

13. ASSIGNMENT

This Agreement shall be binding upon and inure for the benefit of each party's successors and assigns but, except as expressly provided herein, none of the rights of the parties under this Agreement shall be assigned or transferred.

14. COUNTERPART

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered by a Party, shall be an original, and such counterparts taken together shall constitute one and the same Agreement.

15. SEVERABILITY

15.1 Each provision of this Agreement is severable and distinct from the others. If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

15.2 If any provision of this Agreement (wholly or partly) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if the provision or some part of the provision was deleted or modified, the provision or part of the provision in question shall apply with such deletions and modifications as may be necessary to make it legal, valid and enforceable.

16. REMAINING IN FORCE

The provisions of this Agreement insofar as the same shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

17. TIME OF THE ESSENCE

Time shall be 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 substituted by agreement in writing between or on behalf of the Vendor and the Purchaser.

18. WAIVER AND FORBEARANCE

The rights of any party hereto shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

19. NOTICE

20.1. Any notice required or permitted to be given hereunder may be delivered in person or by registered mail or by email, to the parties at the following addresses or email addresses or such other addresses or email addresses as may be notified by a Party from time to time.

To the Vendor: HUI Kei Tat
 Address: [-]
 Email: [-]

To the Purchaser: New Medical Centre Holding Limited
 Address: 20/F, Devon House, Taikoo Place, 979
 King's Road, Quarry Bay, Hong Kong
 Email: levinlee@ehealthcare.com
 Attention: LEE Heung Wing

20.2. Any such notice and other communication shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by registered post, 10 Business Days after date of despatch;
- (c) if sent by email, when confirmation of its transmission has been recorded on the sender's email account without the message of unsuccessful delivery.

20. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the law for the time being in force in Hong Kong and the parties hereby agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

21. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) does not apply to this Agreement and a person who is not a party to this Agreement shall not be entitled to enforce of terms of this Agreement.

AS WITNESS the parties hereto have caused this Agreement to be executed the date first above written.

SIGNED by **HUI KEI TAT**

)
)
)
)
)
)

A handwritten signature in black ink, appearing to read 'Hui Kei Tat', with a large circular flourish at the beginning.

in the presence of:

SIGNED by)
for and on behalf of)
NEW MEDICAL CENTRE HOLDING)
LIMITED)
in the presence of:)

A handwritten signature in black ink, appearing to read "Liu Ce", is written to the right of the signature line. The signature is cursive and fluid.

SCHEDULE 1

DETAILS OF THE COMPANY

Name: Hong Kong Medical Advanced Imaging (TST) Limited

Registered Address: 20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

Business Registration Number: 72457532

Date of Incorporation: 7 December 2020

Place of Incorporation: Hong Kong

Shareholders: New Medical Centre Holding Limited (51%)
The Vendor (20%)
SHUM Sing Fai John (20%)
Union Advanced Imaging Holding Limited (6%)
TANG Chun Wah (2%)
CHENG Shan Shan (1%)

Directors: LEE Heung Wing
LU Lyn Wade Leslie

Company Secretary: Evermax Consultants Limited

SCHEDULE 2

REPRESENTATIONS AND WARRANTIES

A. REPRESENTATIONS BY THE VENDOR

1. OWNERSHIP

1.1 The Vendor is and will at Completion be the legal and beneficial owner of 20% of the issued share capital of the Company, which constitute the Sale Shares. The Sale Shares shall be transferred and assigned to the Purchaser upon Completion free from all claims, charges, liens, encumbrances, third party rights and options of any kind whatsoever. The details of the registered holder of the Sale Shares are true and accurate. No consent of any third party is required for the sale of the Sale Shares.

1.2 Neither the execution of this Agreement nor the performance of any obligation of the Vendor thereunder will (a) violate any provision of any articles of association of the Company or other constitutional documents (including all shareholders' and directors' resolutions passed or purported to have been passed) of the Company, (b) violate any law, judgement, decree, order, regulation or rule of any court or government in Hong Kong or elsewhere applicable to the Vendor.

2. POWER AND CAPACITY

2.1 The Vendor has the full power to enter into and perform his obligations under this Agreement.

2.2 No order has been made, or petition has been submitted, for the bankruptcy of the Vendor. There is not outstanding:-

(a) any petition or order for the bankruptcy of the Vendor;

(b) any receivership of the whole or any part of the undertaking or assets of the Vendor;

(c) any voluntary arrangement between the Vendor and any of his creditors.

2.3 There are no circumstances which are known, or would on reasonable enquiry be known, to the Vendor and which would entitle any person to present a petition for the bankruptcy of the Vendor or to appoint a receiver of the whole or any part of his undertaking or assets.

3. SHARE CAPITAL OF THE COMPANY

- 3.1 The Sale Shares are and will on Completion represent 20% of the issued share capital of the Company and all of them are fully paid up and there is no outstanding call on them.
- 3.2 There is no option, right to acquire, transfer, mortgage, charge, pledge, lien or other form of security or encumbrance on, over or affecting any of the Sale Shares and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing.
- 3.3 There is no agreement or commitment outstanding which calls for the allotment or issue of or accords to any person the right to call for the allotment or issue of any shares or debentures in the Company.

4. LITIGATION/ DISPUTES

- 4.1 The Vendor is not engaged in nor is there pending any material litigation, arbitration, prosecution, administrative, criminal or other material legal proceedings or in any material proceedings or hearings before any statutory or governmental body, department, board or agency and that to the best of the knowledge and belief of the Vendor, no such material litigation, arbitration, prosecution, administrative, criminal or other material legal proceedings are threatened or likely to be threatened.
- 4.2 No dispute has arisen on the legal and beneficial ownership of the Sale Shares. There are no present circumstances (including Completion) which are likely to give rise to any such dispute.

5. OTHERS

- 5.1 All representations warranties and undertakings contained in the foregoing provisions of this Schedule shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.
- 5.2 All information contained in this Agreement provided by the Vendor was true and accurate in all respects when given. There is no fact or matter which has not been disclosed, which may render any such information or documents untrue, inaccurate or misleading at the date of this Agreement.
- 5.3 All information relating to the Sale Shares which is known to the Vendor and which would materially affect a purchaser for value of the Sale Shares has been disclosed in writing to the Purchaser.

Dated 6 November **2024**

Jade Master International Limited

Ma Chi Min Effinie

Wu Yun Chai

EC Healthcare

and

AIA Hong Kong Medical Services Limited

SHARE PURCHASE AGREEMENT

**Debevoise
& Plimpton**

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THIS AGREEMENT is made on 6 November 2024

BETWEEN:

1. Jade Master International Limited, a company incorporated under the laws of the British Virgin Islands with registered office situated at Sea Meadow House, Blackburne Highway, P.O. Box 116, Road Town, Tortola, British Virgin Islands and with principal place of business in Hong Kong situated at 20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong ("Jade Master");
2. Ma Chi Min Effinie, holder of Hong Kong Identity Card Number D067682(A) of House 31, The Riviera, 10 Pik Sha Road, Clearwater Bay, New Territories, Hong Kong ("Ma Chi Min");
3. Wu Yun Chai, holder of Hong Kong Identity Card Number G473576(4) of Flat H, 7/F, Block 13, Laguna City, Kwun Tong, Kowloon, Hong Kong ("Wu Yun Chai") and together with Jade Master and Ma Chi Min, the "Sellers";
4. EC Healthcare, a company incorporated under the laws of the Cayman Islands with principal place of business in Hong Kong situated at 20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong ("ECH" or the "Guarantor"); and
5. AIA Hong Kong Medical Services Limited, a company incorporated in Hong Kong with registration number 2733460 whose registered office is at Room 501, 5th Floor, AIA Building, 1 Stubbs Road, Hong Kong (the "Purchaser").

BACKGROUND:

1. The Company is the holding company of a group of companies providing healthcare services.
2. The Sellers are the legal and beneficial owners of the entire issued share capital of the Company.
3. The Sellers have agreed to sell the Sale Shares on Completion subject to the terms and upon the conditions as set out in this Agreement and to assume the obligations imposed on them under this Agreement.
4. The Purchaser has agreed to purchase the Sale Shares on Completion and to assume the obligations imposed on it under this Agreement.
5. The Guarantor has agreed to guarantee the obligations of Jade Master hereunder and to assume certain other obligations hereunder.
6. The Sellers and the Guarantor have agreed to procure the transfer of certain shares in HKMAI TST and HKMAI as a condition of the sale of the Sale Shares hereunder.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

<p>"<u>Accounts</u>"</p>	<p>means the audited consolidated financial statements for the Company signed off by Ernst & Young for the financial year ended on the Accounts Date;</p>
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<u>“Accounts Date”</u>	means 31 March 2024;
<u>“Acting CEO Agreement”</u>	means the acting CEO agreement between NMC and Ma Chi Min substantially in the form agreed between Ma Chi Min and the Purchaser on or prior to the date hereof;
<u>“Adviser Agreement”</u>	means the advisory agreement between NMC and Ma Chi Min substantially in the form agreed between Ma Chi Min and the Purchaser on or prior to the date hereof;
<u>“Affiliates”</u>	means, with respect to a person, a person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such person;
<u>“Agreed PICS”</u>	has the meaning ascribed to it in Clause 8.14;
<u>“Applicable Law”</u>	means any national, provincial, regional, state, local or foreign law, statute or ordinance, or any rule, regulation, proclamation, by-law, standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement, licence or permit of any Governmental Authority, in each case having binding effect on the relevant person;
<u>“AUP”</u>	has the meaning ascribed to it in Clause 5.5;
<u>“Authorised Representatives”</u>	means such affiliates, directors, officers, employees, consultants (including but not limited to a consultant engaged by the Purchaser under Clause 8.15) agents, contractors or professional advisers of a Party as such Party may authorise or appoint to act on its behalf in the giving of instructions to and communicating with the other Parties and the performance of any other acts, discretions or duties on its behalf under this Agreement;
<u>“Business”</u>	means the business carried on by the Target Companies as at the date hereof;
<u>“Business Day”</u>	means Monday to Friday, excluding public holidays, in Hong Kong and excluding any day on which a tropical cyclone warning signal no 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9.00 am and 4.00 pm;
<u>“Business IT”</u>	means all Information Technology which is owned or used by any Target Company and which is material to the business of any such company;
<u>“Claim”</u>	means any claim made by the Purchaser against the Sellers or the Guarantor for breach or alleged breach of any of the provisions of this Agreement (including but not limited to any claim under a Sellers’ or Guarantors’ indemnity, a Tax Warranty Claim, a Title and Capacity Warranty Claim and a Warranty Claim);
<u>“Company”</u>	means New Medical Centre Holding Limited, a company incorporated under the laws of Hong Kong with registered number 2688986 and having its registered office at Rm

1706-12, 17/F, Mira Place Tower A 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong;

<u>“Company Shares”</u>	means ordinary shares in the Company;
<u>“Completion”</u>	means completion of the transactions contemplated by this Agreement in accordance with Clause 9; and <u>“Complete”</u> is to be construed accordingly;
<u>“Completion Adjustment Amount”</u>	means the amount determined by Net Working Capital <i>minus</i> Target Net Working Capital <i>plus</i> Net Debt, in each case as set out in the Final Completion Statement;
<u>“Completion Date”</u>	means the date on which Completion is required to take place in accordance with Clause 9;
<u>“Completion Statement”</u>	has the meaning ascribed to it in Clause 4.1;
<u>“Conditions”</u>	has the meaning ascribed to it in Clause 7.1;
<u>“Confidential Information”</u>	means all information provided by one Party (or its Authorised Representatives) to another Party (or its Authorised Representatives) in accordance with, or for the purposes of, any of the Transaction Documents, including the contents of the Transaction Documents and any information which is provided in consequence of the negotiations relating to this Agreement or any other Transaction Document or of a Party being involved in the performance of this Agreement or any other Transaction Document in any manner whatsoever or performing or exercising its rights and obligations under this Agreement or any other Transaction Document, and information any Party (or its Authorised Representatives) may have acquired with respect to the past, current or potential businesses, products, markets, operations, assets, liabilities, financial condition, contracts, agreements, customers, suppliers, agents, employees, research, development, intellectual property, systems, strategies, plans, practices or prospects of another Party and other information which has an economic value to such other Party, and all analyses, compilations, studies, data, reports, interpretations, projections, forecasts, records, notes, copies, excerpts, memoranda, documents or other materials which contain or reflect or are generated from any of the foregoing, in each case whether oral or written and in whatever form;
<u>“Consent Leases”</u>	means the contracts listed in Schedule 7;
<u>“Consideration”</u>	has the meaning ascribed to it in Clause 3.1;
<u>“Consideration Adjustment Amount”</u>	means the amount determined by Consideration <i>minus</i> Initial Consideration <i>plus</i> Completion Adjustment Amount;
<u>“Consistency Review”</u>	has the meaning ascribed to it in Clause 5.5;
<u>“Control”</u>	means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities

or partnership or other equity interests, the right or ability to appoint directors, by contract or otherwise, provided that the indirect or direct ownership or control of more than 50% of the voting securities in such person shall be deemed to constitute Control; and “Controlled” shall be construed accordingly;

“ <u>Current Nova Premises</u> ”	has the meaning ascribed to it in Clause 5.3(f);
“ <u>Data Room</u> ”	means the virtual data room containing documents and information relating to the Target Companies made available by the Sellers online at https://www.datasite.com as closed to new documents as of 5 November 2024 (where Datasite has confirmed by delivery of a letter, that the virtual data room is closed as at such time and no additional documents, materials and information will be uploaded thereafter), a secured digital copy of which shall be delivered by the Sellers to the Purchaser within three (3) Business Days following the execution of this Agreement;
“ <u>Disclosed</u> ”	means fairly disclosed in this Agreement and the Transaction Documents;
“ <u>Dispute Cut-off Date</u> ”	has the meaning ascribed to it in Clause 4.3;
“ <u>Dispute Notice</u> ”	has the meaning ascribed to it in Clause 4.3;
“ <u>Disputed Item</u> ”	has the meaning ascribed to it in Clause 4.3;
“ <u>ECH Group Insurance Policy</u> ”	means each insurance policy maintained by ECH or any of its Affiliates which provides insurance with respect to any Target Company or any of its Staff or activities;
“ <u>ECH IP Rights</u> ”	means Intellectual Property owned or used by ECH or any of its Affiliates (other than the Target Companies) that was used or practised in the Business in the 12 months prior to Completion;
“ <u>Employees</u> ”	means any individuals employed by a Target Company at the relevant time, and “Employee” shall mean any one of them;
“ <u>Employee Claims</u> ”	means, in respect of any employee, any claim by such employee whether in contract or in tort or under statute for any remedy including in respect of Employee Costs;
“ <u>Employee Costs</u> ”	means salary, bonus payments, commission payments, contributions to or requirements to provide any payment or benefit under any retirement scheme or mandatory provident fund, labour insurance premiums, health insurance premiums, employers’ and employees’ insurance premiums or contribution obligations, taxation, paid time off, annual leave, guarantees and compensations, notice of termination, remuneration in lieu of notice of termination, redundancy, retrenchment, severance or long service payments, holiday, maternity leave, paternity leave, family care leave, sick leave or any contractual or discretionary payment, benefit or entitlement relating to, payable or

accruing under the terms and conditions of any applicable contract, any applicable staff handbook or any Applicable Law and, for the avoidance of doubt, includes amounts paid in respect of any visas of employees and their dependants by the Sellers' Group;

"Employee Records"

means such personnel documents, files, records and information, including that in respect of Employee Costs, relating to employees which are, or are required, to be maintained by the Employee Transferor in accordance with its policies or Applicable Law and which are held by or on behalf of the Employee Transferor or any Seller Person at Completion;

"Employee Transferor"

means the company by which a Transferring Employee is employed before the transfer of such employee's employment hereunder;

"Employment Effective Date"

has the meaning ascribed to it in Clause 13.1

"Employment Transfer Offer"

has the meaning ascribed to it in Clause 13.1;

"Encumbrance"

means any mortgage, fixed or floating charge, pledge, lien, option, restriction, guarantee, trust, right to acquire, right of pre-emption, or any other encumbrance, third party right or interest including any assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including title transfer and retention arrangements), and any other type of agreement or arrangement howsoever created or arising having a similar effect, or any agreement or arrangement to create any of the foregoing, and "Encumber" shall be construed accordingly;

"Event"

means any transaction, event, circumstance, action or omission, including, without limitation, any change in the residence of any person for Tax purposes and shall also include Completion;

"Existing Shareholders Agreement"

means the shareholders agreement dated 10 July 2020 among the Sellers and the Company;

"Final Completion Statement"

has the meaning ascribed to it in Clause 4.11;

"Governmental Authority"

means any international, national, provincial, state, municipal or local government, administrative or regulatory body or department, court or any body (including any quasi-governmental, independent or self-regulatory body and The Stock Exchange of Hong Kong Limited) to which the relevant Party or any Target Company (as applicable) is subject from time to time;

"Governmental Entity"

means any: (i) government at any level (e.g., federal, state, provincial, local) or any department, agency, or instrumentality thereof, including but not limited to any state-owned or state-controlled enterprise, whether or not performing public or private functions; (ii) political party; or (iii) public international organisation;

<u>“Government Official”</u>	means any: (i) officer, employee, or other individual acting for or on behalf of any Governmental Entity; (ii) holder of or candidate for public office, political party, or official thereof; (iii) member of a royal family; or (iv) other individual acting for or on behalf of the foregoing;
<u>“Greater Bay Area”</u>	means the area comprised of the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the municipalities of Guangzhou, Shenzhen, Zhuhai, Foshan, Dongguan, Zhongshan, Jiangmen, Huizhou and Zhaoqing;
<u>“Group”</u>	means the Seller Group or the Purchaser Group, as applicable;
<u>“Guaranteed Obligations”</u>	has the meaning ascribed to it in Clause 16.1;
<u>“HKFRS”</u>	means the Hong Kong Financial Reporting Standards, which includes all applicable individual Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards and Interpretations issued by the Hong Kong Institute of Certified Public Accountants, accounting principles generally accepted in Hong Kong and the requirements of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<u>“HKIAC”</u>	has the meaning ascribed to it in Clause 28.2;
<u>“HKMAI”</u>	means Hong Kong Medical Advanced Imaging Limited, a company incorporated under the laws of Hong Kong with registered number 2683818 and having its registered office at 20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay Hong Kong;
<u>“HKMAI Transfer Shares”</u>	means the 8,000,000 ordinary shares in HKMAI held by the Company as at the date hereof;
<u>“HKMAI TST”</u>	means Hong Kong Medical Advanced Imaging (TST) Limited, a company incorporated under the laws of Hong Kong with registered number 3000126 and having its registered office at 20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay Hong Kong;
<u>“HKMAI TST Lease”</u>	has the meaning ascribed to it in Clause 8.4
<u>“HKMAI TST Transfer Shares”</u>	means the 17,150,000 ordinary shares in HKMAI TST held by shareholders other than the Company as at the date hereof;
<u>“Hong Kong”</u>	means the Hong Kong Special Administrative Region of the People's Republic of China;
<u>“Indebtedness”</u>	means any borrowing or indebtedness in the nature of borrowing (including any indebtedness for monies borrowed or raised under any bank or third party guarantee, counter-indemnity, bond, note, bill of exchange or commercial paper) and interest accrued thereon, other than short term

	borrowing or indebtedness arising in the ordinary course of securities trading and settlement;
<u>“Indemnity Claim”</u>	means a claim brought by the Purchaser under Clause 8.9, 8.10(b), 8.14(b), 13.8 or 15.4;
<u>“Independent Accountant”</u>	means a partner of a “Big Four” accounting firm who is independent of the Seller Persons and the Purchaser (or otherwise such person as may be nominated by the President of the Hong Kong Institute of Certified Public Accountants);
<u>“Information Technology”</u>	means computer systems, communication systems, software and hardware;
<u>“Initial Consideration”</u>	means an amount equal to 90% of the Consideration;
<u>“Intellectual Property”</u>	means registered or unregistered trademarks and service marks and registered domain names, including any goodwill attached to the aforementioned, patents and patent applications, registered or unregistered design rights, utility models, copyrights, trade secrets and know-how, anywhere in the world;
<u>“Intragroup Agreement”</u>	means a contract (whether or not in writing or otherwise documented) between a Target Company and another Target Company or a Seller Person or Minority Shareholder;
<u>“Intragroup Arrangement”</u>	means each Intragroup Agreement or other arrangement (whether or not documented) between a Target Company and another Target Company or a Seller Person or Minority Shareholder;
<u>“IRD”</u>	has the meaning ascribed to it in Clause 15.2;
<u>“Knowledge”</u>	means, with respect to the Seller or the Guarantor, the best knowledge of the management, officers and directors of the Target Companies, after due and careful enquiry;
<u>“Lease Agreements”</u>	shall have the meaning ascribed to it in paragraph 13.1 of Schedule 3;
<u>“Liaison Committee”</u>	shall have the meaning ascribed to it in Clause 8.17;
<u>“Licences”</u>	shall have the meaning ascribed to it in paragraph 11.1 of Schedule 3;
<u>“Listing Rules”</u>	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
<u>“Long Stop Date”</u>	means the date falling 3 months after the date of this Agreement or such other date as may be agreed in writing among the Parties;
<u>“Losses”</u>	means all demands, claims, actions, proceedings, damages, payments, fines, penalties, losses, costs (including legal costs) and expenses (including Tax), and other liabilities;

“Material Adverse Change”

means any event, circumstance, occurrence, change in or effect on the Sale Shares, the Company, NMC or any other Target Company, which, individually or in the aggregate when taken together with any other event, circumstance, occurrence or change, materially diminishes or reduces or could reasonably be expected to materially diminish or reduce the value of the Target Companies as a whole, excluding any change to the extent it is attributable to or resulting from (either alone or in combination):

- (a) changes in the financial markets, interest rates, exchange rates, commodity prices or other general business or economic conditions, except to the extent that such changes disproportionately affect the business of the Target Companies compared to other participants in the industry;
- (b) the announcement of the transactions contemplated by this Agreement;
- (c) the taking of any action required by this Agreement or the Transaction Documents;
- (d) a change in Applicable Law after the date hereof, except to the extent that such change disproportionately affects the business of the Target Companies compared to other participants in the same industry;
- (e) changes in the HKFRS or the interpretation thereof after the date hereof, except to the extent that such changes disproportionately affect the business of the Target Companies compared to other participants in the same industry; and
- (f) strike, lock-out, act of God, war, riot, civil commotion, malicious damage, breakdown of plant or machinery, epidemics, fire, flood or storm.

“Material Contract”

means (i) any shareholders, joint venture, consortium, partnership, strategic alliance or similar agreement in relation to any Target Company, (ii) any Intragroup Agreement; (iii) any purchase, repair or maintenance contract with regard to any material medical equipment used by any Target Company; (iv) any Lease Agreement; (v) any contract between a Target Company and a medical practitioner or a company contracting for such medical practitioner; and (vi) any contract to which a Target Company is a party which involves receipt by the Target Company of income, or payment by the Target Company of amounts, in excess of HKD1,000,000 per annum;

“Material Intellectual Property”

means any Intellectual Property material to the business of a Target Company;

“Minority Shareholder”

means any direct or indirect shareholder in a Target Company, other than a Seller Person;

<u>“Net Debt”</u>	means the aggregate of the line items set out in the first column of the table under Part E of Schedule 10, calculated in accordance with Part A of Schedule 10;
<u>“Net Working Capital”</u>	means the aggregate of the line items set out in the first column of the table under Part D of Schedule 10, calculated in accordance with Part A of Schedule 10;
<u>“New Service Agreement”</u>	means a medical services agreement between NMC and Ma Chi Min substantially in the form agreed between Ma Chi Min and the Purchaser on or prior to the date hereof;
<u>“NMC”</u>	means The New Medical Center Limited, a company incorporated under the laws of Hong Kong with registered number 2306335 and having its registered office at Room 1706-12, 17/F., Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong;
<u>“NMC Auditor”</u>	has the meaning ascribed to it in Clause 5.5;
<u>“NMC Group Share”</u>	means each share in a Target Company;
<u>“NMC Premises”</u>	has the meaning ascribed to it in Clause 8.4(b);
<u>“NMIC”</u>	means The New Medical Imaging Center Limited, a company incorporated under the laws of Hong Kong with registered number 3040491 and having its registered office at Room 1706-12, 17/F., Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong;
<u>“Notice”</u>	has the meaning ascribed to it in Clause 22.1;
<u>“OFAC”</u>	has the meaning ascribed to it in paragraph 11.13 of Schedule 3;
<u>“Parties”</u>	means the parties to this Agreement, and <u>“Party”</u> means any of them;
<u>“Permitted Facilities”</u>	means (i) the medical facilities listed in Schedule 11 (including as such facilities may be relocated, substantially in their then existing form, to another location as a result of termination (or non-renewal) by the landlord of the lease at the location set out in Schedule 11, provided that the new location must not be in the same building as a medical facility of a Target Company); (ii) medical clinics and facilities acquired through an acquisition made by ECH or an Affiliate of ECH after the date hereof where less than 15% of the revenue of the acquired business, with regard to each individual acquisition transaction and as determined at the time of acquisition, is generated by clinics or medical facilities undertaking Restricted Medical Business or Restricted Imaging Business within the respective restricted geographical area set out in Clause 10.1(i); and/or (iii) such other medical facilities as the Purchaser may approve in writing following review of relevant information provided by ECH with regard to such facilities;

<u>“Post-Completion Employee”</u>	means each Transferring Employee who has accepted the offer of employment under Clause 13.2;
<u>“Previous SPA”</u>	means the sale and purchase agreement dated 10 July 2020 among Union Medical Healthcare Limited, the Sellers, the Company, NMC and certain other parties in respect of the acquisition of certain shares in NMC;
<u>“Purchaser Group”</u>	means the Purchaser and its Affiliates (including, after Completion, the Target Companies), and <u>“Purchaser Group Member”</u> shall have the corresponding meaning;
<u>“Representatives”</u>	means, in relation to any person, the directors, officers, employees and other Staff of such person;
<u>“Resolution Period”</u>	has the meaning ascribed to it in Clause 4.5;
<u>“Restricted Medical Business”</u>	means the business of a day surgery or a specialty medical facility in relation to general surgery (including surgical subspecialties), gastroenterology, cardiology, orthopaedics, gynaecology or neurology;
<u>“Restricted Imaging Business”</u>	means the business of a provider of X-ray, mammogram, ultrasound, computed tomography or magnetic resonance imaging;
<u>“Restricted Period”</u>	has the meaning ascribed to it in Clause 10.1;
<u>“Review Cut-Off Date”</u>	has the meaning ascribed to it in Clause 5.5;
<u>“Review Notice”</u>	has the meaning ascribed to it in Clause 5.5;
<u>“Sale Shares”</u>	has the meaning ascribed to it in Clause 2.1;
<u>“Seller Bank Account”</u>	means, in respect of each Seller, the account whose details are set out below in respect of such Seller (or such other account as may be notified in writing to the Purchaser at least 10 Business Days before a relevant payment is to be made):

Seller	Bank	Account No.	Account name
Jade Master	Hang Seng Bank	395-700859-883	Jade Master International Limited
Ma Chi Min	HSBC	014507701001	Ma Chi Min Effinie
Wu Yun Chai	Hang Seng Bank	364-165985-882	Wu Yun Chai

<u>“Seller Group”</u>	means the group comprising all Seller Persons;
<u>“Seller Person”</u>	means (i) Jade Master, the Guarantor and its Affiliates, Ma Chi Min, Wu Yun Chai and any spouse or child of the foregoing; and (ii) each company Controlled by any person in (i);

<u>“Services Agreement”</u>	means the services agreement dated on or about the date hereof between the Company and ECH;
<u>“SHA Termination Deed”</u>	means a termination deed among the Sellers and the Company in a form reasonably satisfactory to the Purchaser;
<u>“Shareholder Approval Condition”</u>	has the meaning ascribed to it in Clause 7.1(a);
<u>“Staff”</u>	means in relation to a Target Company, each Employee employed by, and each medical professional engaged by (whether under a contract for services, a consultancy agreement or otherwise, and whether directly or through a corporate entity), such Target Company;
<u>“Surviving Clauses”</u>	has the meaning ascribed to it in Clause 7.8;
<u>“Target Companies”</u>	means the Company, NMC, NMIC and HKMAI TST (and each, a <u>“Target Company”</u>);
<u>“Target Net Working Capital”</u>	means HK\$14,575,000;
<u>“Tax”</u>	means all forms of taxation, withholdings, deductions, duties, imposts, levies, fees, charges, social security contributions and rates imposed, levied, collected, withheld, assessed or enforced by any local, municipal, regional, urban, governmental, state, federal or other body or authority in Hong Kong or elsewhere, in all cases being in the nature of taxation, and any interest, penalty, surcharge or fine in connection therewith;
<u>“Tax Authority”</u>	means any Tax authority or other authority competent to impose, assess or enforce any liability to Tax in Hong Kong or elsewhere;
<u>“Tax Return”</u>	means any return, report, declaration, form, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof;
<u>“Tax Warranties”</u>	means the warranties given by the Sellers under paragraph 14 of Schedule 3;
<u>“Tax Warranty Claim”</u>	means any claim brought by the Purchaser in respect of any purported breach of a Tax Warranty;
<u>“Third Party Claim”</u>	means a claim brought by a person other than a Party hereto or any member of its Group;
<u>“Title and Capacity Warranties”</u>	means the warranties given by the Sellers under paragraphs 1, 2, 11.1 and 17 of Schedule 3;
<u>“Title and Capacity Warranty Claim”</u>	means any claim brought by the Purchaser in respect of any purported breach of a Title and Capacity Warranty;
<u>“Transaction Documents”</u>	means this Agreement, the Services Agreement, the Acting CEO Agreement, the Adviser Agreement, the Wu

	Employment Agreement and the New Service Agreement, and " <u>Transaction Document</u> " means any of them;
" <u>Transferring Employees</u> "	means the employees listed in Schedule 6;
" <u>UAIHL</u> "	has the meaning ascribed to it in Clause 6.1(a);
" <u>Unresolved Items</u> "	has the meaning ascribed to it in Clause 4.6;
" <u>Warranty Claim</u> "	means a claim brought by the Purchaser in respect of any purported breach of a warranty given by any Seller under Clause 11.1 and Schedule 3; and
" <u>Wu Employment Agreement</u> "	means the employment agreement between NMC and Wu Yun Chai substantially in the form agreed between Wu Yun Chai and the Purchaser on or prior to the date hereof.

- 1.2 All references to statutes, statutory provisions or enactments shall include references to any consolidation, re-enactment, modification or replacement of the same, any statute, statutory provision or enactment of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time except to the extent that any consolidation, re-enactment, modification or replacement enacted after the date of this Agreement would extend or increase the liability of any Party to another under this Agreement.
- 1.3 References to this Agreement include the Recitals and Schedules which form part of this Agreement for all purposes. References in this Agreement to the "Recitals", "Schedules", "Annexes" and "Clauses" are references respectively to the recitals, schedules and annexes to and clauses of this Agreement.
- 1.4 Save where specifically required or indicated otherwise:
- (a) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;
 - (b) references to a "person" shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
 - (c) references to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
 - (d) any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form;
 - (e) references to "HK\$" or "HKD" are to Hong Kong dollars, the lawful currency of Hong Kong; and

- (f) references to times of the day are to that time in Hong Kong and references to a day are to a period of 24 hours running from midnight to midnight.
- 1.5 Clause and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction.
- 1.6 References to “fairly disclosed” in this Agreement shall be construed as meaning disclosed in reasonably sufficient detail to enable the Purchaser to assess the nature, scope and implications of the matter disclosed.
- 2. Sale and Purchase of the Sale Shares**
- 2.1 On and subject to the terms and conditions of this Agreement:
- (a) Ma Chi Min shall sell 4,800 Company Shares;
 - (b) Wu Yun Chai shall sell 100 Company Shares;
 - (c) Jade Master shall sell 5,100 Company Shares; and
 - (d) the Purchaser shall purchase the Company Shares referred to in Clause 2.1(a) to (c) above (the “Sale Shares”).
- 2.2 Immediately after Completion, the share capital of the Company shall be as set out in Part B of Schedule 1.
- 2.3 The Sale Shares shall be sold by the Sellers free from Encumbrances and together with all rights and advantages attaching to them as at Completion (including the right to receive all dividends or distributions declared, made or paid on or after Completion).
- 2.4 Each Seller hereby irrevocably waives all of its rights under the Existing Shareholders Agreement (whether in relation to the transfer of Company Shares or otherwise) that would be inconsistent with the sale of the Sale Shares to the Purchaser in accordance with the terms of this Agreement, it being agreed that any provisions relating to pre-emption rights or tag along rights under the Existing Shareholders Agreement shall not apply to the sale of the Sale Shares hereunder.
- 3. Consideration**
- 3.1 The aggregate consideration for the Sale Shares under this Agreement shall be an amount in cash equal to the sum of HKD 858,000,000 (the “Consideration”), subject to adjustment under Clause 4 and any additional consideration that may become due under Clause 5.
- 3.2 At Completion, the Initial Consideration shall be paid by the Purchaser to the Sellers by wire transfer or delivery of other immediately available funds to the relevant Seller Bank Account in the following proportions:
- (a) 48% of the Initial Consideration shall be paid to Ma Chi Min;
 - (b) 1% of the Initial Consideration shall be paid to Wu Yun Chai; and
 - (c) 51% of the Initial Consideration shall be paid to Jade Master.
- 4. Adjustment to Consideration based on Completion Statement**
- 4.1 The Purchaser shall, on or before the date that is sixty (60) Business Days after the Completion Date, deliver to the Sellers a completion statement in the form set out in Part B to E of Schedule 10 (the “Completion Statement”) together with relevant supporting

documentation. The Completion Statement shall be prepared in accordance with the basis of preparation and principles set forth in Part A of Schedule 10.

- 4.2 Upon receipt of the Completion Statement, the Sellers may request, and the Purchaser shall use reasonable endeavours to provide, such assistance, information and access to books and records, calculations and working papers of the Target Companies as the Sellers may reasonably require in connection with the Sellers' review of the Completion Statement.
- 4.3 The Completion Statement shall be deemed accepted and conclusive unless the Sellers, acting in good faith, deliver to the Purchaser a written notice (a "Dispute Notice") specifying in detail each relevant item of the Completion Statement that the Sellers dispute (each, a "Disputed Item"), the amount in dispute for each Disputed Item and the reasons supporting the Sellers' positions, no later than twenty (20) Business Days after their receipt of the Completion Statement (the "Dispute Cut-off Date").
- 4.4 If the Purchaser does not receive a Dispute Notice by the Dispute Cut-off Date, the Completion Statement shall become final, binding and conclusive upon the Parties, and the Consideration Adjustment Amount shall be payable in accordance with Clause 4.11.
- 4.5 If the Sellers deliver a Dispute Notice prior to the Dispute Cut-off Date, then the Parties shall co-operate in good faith to resolve the Disputed Items during the ten (10) Business Day period beginning on the date the Purchaser receives the Dispute Notice (such period being the "Resolution Period"). If the Parties reach agreement on all of the Disputed Items within the Resolution Period (or such longer period as the Parties may agree in writing), the Completion Statement shall be amended to reflect such agreement and shall become final, binding and conclusive upon the Parties and the Consideration Adjustment Amount shall be payable in accordance with Clause 4.11.
- 4.6 If the Parties are unable to resolve all of the Disputed Items during the Resolution Period, then either Party may refer any unresolved Disputed Items (the "Unresolved Items") to the Independent Accountant.
- 4.7 The Independent Accountant shall be selected by agreement between the Sellers and the Purchaser or, failing agreement within ten (10) Business Days after the end of the Resolution Period (or any longer period agreed in writing between the Sellers and the Purchaser), either the Sellers or the Purchaser may request the President of the Hong Kong Institute of Certified Public Accountants to nominate the Independent Accountant, whereupon the Sellers and the Purchaser shall do all things reasonably necessary to effect such nominee's prompt appointment. The terms of reference governing the appointment of the Independent Accountant shall be based on this Clause 4 and Schedule 10.
- 4.8 Each Party shall submit to the Independent Accountant their respective computations (together with supporting arguments and information) with respect to the Unresolved Items no later than ten (10) Business Days after the appointment of the Independent Accountant. The Sellers and the Purchaser shall use reasonable endeavours to provide the Independent Accountant with such additional or clarifying information relating to the Unresolved Items as the Independent Accountant may reasonably request. Each Party shall provide to the other Parties a copy of any information at the same time as it is delivered to the Independent Accountant.
- 4.9 The Independent Accountant shall act as an expert and not an arbitrator and shall, within twenty (20) Business Days after receiving the computations with respect to the Unresolved Items from the Parties, determine the Unresolved Items and report its determination to the Parties in writing. The Independent Accountant shall make its determination with respect to the Unresolved Items only in a manner consistent with the basis of preparation and principles set out in Part A of Schedule 10, and in no event shall the Independent Accountant's determination of the Unresolved Items be for an amount that is outside the range of the Parties' dispute. The determination of the Independent Accountant shall, in

the absence of fraud or manifest error, be final, binding and conclusive upon the Parties, the Completion Statement shall be amended to reflect such determination upon receipt thereof and the Consideration Adjustment Amount shall be payable in accordance with Clause 4.11.

- 4.10 The fees, costs and expenses of the Independent Accountant shall be borne equally by the Purchaser and the Sellers.
- 4.11 Following the determination of the Completion Statement in accordance with Clause 4.4, Clause 4.5 or Clause 4.9, as the case may be (such statement, the “Final Completion Statement”):
- (a) if the Consideration Adjustment Amount is a positive number, the Purchaser shall, within five (5) Business Days of the determination of the Final Completion Statement, pay such amount by wire transfer of immediately available funds to the Seller Bank Accounts (in the respective proportions specified in Clause 3.2); or
 - (b) if the Consideration Adjustment Amount is a negative number, the Sellers shall, on a joint and several basis, within five (5) Business Days of the determination of the Final Completion Statement, pay the absolute value of such amount by wire transfer of immediately available funds to an account designated by the Purchaser.

5. Earn-out

- 5.1 If the Nova Gross Profit (as set out in the Final Earn-out Statement) in respect of any Earn-out Year exceeds the Earn-out Threshold for such Earn-out Year, the Purchaser shall, subject to Clause 5.9, pay to the Sellers, within ten (10) Business Days after the determination of the Final Earn-out Statement in respect of such Earn-out Year, the Earn-out Consideration in respect of such Earn-out Year to the Seller Bank Accounts (in the respective proportions specified in Clause 3.2), provided that in no event shall the Earn-out Consideration in respect of any Earn-out Year exceed HKD36,400,000.
- 5.2 For the avoidance of doubt, if the Nova Gross Profit in respect of any Earn-out Year does not exceed the Earn-out Threshold for such Earn-out Year, any right of the Sellers to any Earn-out Consideration for such Earn-out Year shall be irrevocably lost, i.e. there shall be no ability for the Sellers to “catch up” with regard to previous Earn-out Years.
- 5.3 For the purposes of this Clause 5:
- (a) “Earn-out Target” means, in respect of each Earn-out Year, the target set out in respect of such Earn-out Year in the following table:

Earn-out Year	2025	2026	2027
Earn-out Target	HK\$145,000,000	HK\$167,000,000	HK\$200,000,000

- (b) “Earn-out Threshold” means, in respect of each Earn-out Year, the threshold set out in respect of such Earn-out Year in the following table:

Earn-out Year	2025	2026	2027
Earn-out Threshold	HK\$132,000,000	HK\$145,000,000	HK\$167,000,000

- (c) “Earn-out Year” shall mean each of the 2025, 2026 and 2027 calendar years;
- (d) “Earn-out Year End Date” means, in respect of any Earn-out Year, 31 December of such Earn-out Year;
- (e) “Final Earn-out Statement” means the Earn-out Statement deemed agreed or determined under Clause 5.6 or 5.7 (as applicable);
- (f) “Nova Gross Profit” shall mean the gross profit of the medical centre operated by NMC at Unit 1708 - 1710, 17/F, Mira Place Tower A, 132 Nathan Rd., Tsim Sha Tsui, Kowloon and the imaging centre operated by HKMAI TST at Room 210- 213, 2/F, HK Pacific Centre, 28 Hankow Road, Tsim Sha Tsui, Kowloon (together, the “Current Nova Premises”), determined as the total revenue less cost of sales less registered practitioner expenses, provided that:
- (i) revenue shall be defined as the income of such medical centre and imaging centre generated from (1) the provision of medical and/or medical imaging or diagnostic services; and (2) the sale of medications or pharmaceutical products, by registered medical practitioners or medical professionals of the Target Companies, whether engaged on a full-time, part-time, visiting or service contract basis, including any such income generated at hospitals or other day surgery centres but subject to (v) below;
 - (ii) cost of sales shall be defined as the expenses associated with inventories, consumables (including bandages and syringes) and send out tests incurred in the ordinary course of business for the purpose of generating revenue from patient treatments and procedures; for the avoidance of doubt, any fees, levies, surcharges, or similar charges imposed by the Purchaser that have not been incurred prior to Completion shall not be deducted from the revenue;
 - (iii) registered practitioner expenses shall be defined as the remuneration (including any bonuses, commissions and other benefits) paid or payable to the registered medical practitioners providing services to the Target Companies, whether engaged on a full-time, part-time, visiting or service contract basis; for the avoidance of doubt, the remuneration paid or payable to Ma Chi Min as the capacity of acting CEO or adviser shall be expressly excluded from this definition;
 - (iv) the principles governing the recognition of such revenue, cost of sales and registered practitioner expenses shall be consistent with the classification in the audited financial statements of the Target Companies for the financial year ended 31 March 2024 and in accordance with HKFRS; and
 - (v) notwithstanding any other provision of this Clause 5.3(f), the determination of such gross profit shall disregard any such gross profit arising from premises of NMC or HKMAI TST other than the Current Nova Premises; and
- (g) “Earn-out Consideration” shall mean, in respect of any Earn-out Year, the amount determined as follows:

$$EOC(t) = \frac{(NGP(t) - Threshold(t))}{(Target(t) - Threshold(t))} \times \text{HKD}36,400,000$$

Where:

EOC(t) is the Earn-out Consideration for such Earn-out Year;

NGP(t) is the Nova Gross Profit for such Earn-out Year, as stated in the Final Earn-out Statement;

Threshold (t) is the Earn-out Threshold for such Earn-out Year; and

Target (t) is the Earn-out Target for such Earn-out Year.

- 5.4 The Purchaser shall, on or before the date that is sixty (60) Business Days after each Earn-out Year End Date, deliver to the Sellers an earn-out statement in the form set out in Schedule 13 (the “Earn-out Statement”). The Earn-out Statement shall be prepared based on the relevant management accounts of NMC and HKMAI TST in accordance with HKFRS but adopting the components of Nova Gross Profit as set out in the definition of that term above.
- 5.5 The Earn-out Statement shall be deemed accepted and conclusive unless ECH, acting in good faith, delivers to the Purchaser, no later than twenty (20) Business Days after its receipt of the Earn-out Statement (the “Review Cut-off Date”), a written notice (a “Review Notice”) requesting that the external auditor of NMC, which must be a “Big Four” accounting firm (the “NMC Auditor”) review the Earn-out Statement (based on agreed upon procedures agreed between ECH and the Purchaser (the “AUP”) to confirm the consistency of the Earn-out Statement with the basis on which the audited accounts of NMC and HKMAI TST are prepared (the “Consistency Review”), provided that ECH shall not be provided with access to the systems of NMC or HKMAI TST for the purposes of such Consistency Review, except that ECH having access to the systems of NMC or HKMAI TST prior to the completion of the handover activities set out in Schedule 12 shall not constitute a breach of this Clause 5.5. For the avoidance of doubt, the NMC Auditor will not audit the underlying figures in the Earn-out Statement but will merely conduct a Consistency Review.
- 5.6 If the Purchaser does not receive a Review Notice by the Review Cut-off Date, the Earn-out Statement shall become final, binding and conclusive upon the Parties, and any Earn-out Consideration that may be due shall be payable in accordance with Clause 5.1.
- 5.7 If ECH delivers a Review Notice prior to the Review Cut-off Date, then the Purchaser shall instruct the NMC Auditor to conduct the Consistency Review based on the AUP and determine the Earn-out Statement accordingly. The determination of the Earn-out Statement by the NMC Auditor shall, in the absence of fraud or manifest error, be final, binding and conclusive upon the Parties, and any Earn-out Consideration that may be due shall be payable in accordance with Clause 5.1.
- 5.8 The fees, costs and expenses of the NMC Auditor in connection with the Consistency Review and the AUP shall be borne by the Sellers.
- 5.9 The Purchaser shall, in the period between Completion and the end of the last Earn-out Year, provide to ECH for informational purposes only quarterly statements in relation to the Nova Gross Profit, prepared substantially in the form of the Earn-out Statements, based on the relevant management accounts of NMC and HKMAI TST. Following receipt of any such statement, ECH may provide comments or suggestions to the Purchaser with regard to the management of NMC and HKMAI TST, including at quarterly meetings upon the request of ECH, provided that the Purchaser shall not be required to implement any such comments or suggestions or provide additional information to ECH in relation to the business of NMC or HKMAI TST.
- 5.10 The Purchaser may deduct from any Earn-out Consideration payable under Clause 5.1 the amount of any Claim brought by the Purchaser in good faith and notified to the Sellers in accordance with paragraph 1.2 of Schedule 4 (i) in respect of which a notice of arbitration

has been submitted under Clause 28 or (ii) in respect of which a notice of arbitration under Clause 28 has not yet been submitted and no more than 9 months have elapsed since the date of the notification of such Claim to the Sellers under paragraph 1.2 of Schedule 4. For the avoidance of doubt, if in respect of a Claim referred to in (i) the amount of the Claim finally determined by the arbitral tribunal falls short of the amount deducted from the Earn-out Consideration under this Clause 5.9, the Purchaser shall pay the amount of such shortfall to the Sellers; and if in respect of a Claim referred to in (ii) no notice of arbitration is submitted within the 9-month period referred to therein, then the Purchaser shall pay the amount deducted from the Earn-out Consideration in respect of such Claim under this Clause 5.9 to the Sellers.

6. Transfer of certain shares in HKMAI and HKMAI TST

- 6.1 The Parties agree that the shareholding interest held by the Company in HKMAI shall not be within the scope of the acquisition by the Purchaser hereunder and that HKMAI TST shall be fully owned by the Company at Completion. For these purposes, as soon as reasonably practicable after satisfaction of the Condition in Clause 7.1(a):
- (a) ECH shall procure that Union Advanced Imaging Holding Limited (“UAIHL”) and any other shareholders in HKMAI TST (other than the Company) will transfer the HKMAI TST Transfer Shares to the Company; and
 - (b) the Sellers shall procure that the Company will (i) transfer the HKMAI Transfer Shares to UAIHL, or (ii) transfer no more than 4,000,000 ordinary shares in HKMAI out of the HKMAI Transfer Shares to Ma Chi Min with the remainder of the HKMAI Transfer Shares to UAIHL.
- 6.2 On completion of the share transfers contemplated in Clause 6.1, the share capital of HKMAI TST and HKMAI shall be as set out in Part C of Schedule 1.
- 6.3 The Sellers shall procure that the Company will not assume any obligation or liability in connection with the transfer of the HKMAI Transfer Shares to UAIHL (whether under a representation or warranty or otherwise) or in connection with the transfer of the HKMAI TST Transfer Shares to the Company, other than (i) the obligation to transfer the HKMAI Transfer Shares and any liability for failure to do so; (ii) the obligation to accept the transfer of the HKMAI TST Transfer Shares and to pay consideration for such transfer, such consideration to be wholly payable to the relevant shareholders as a fixed lump sum on completion of such transfer; (iii) any confidentiality obligations relating to the transfers; and (iv) any obligation or liability arising under a document approved in writing by the Purchaser.
- 6.4 The Sellers shall bear all transaction costs and expenses (other than stamp duty which shall be paid by the Company prior to Completion) in respect of the transfers of the HKMAI Transfer Shares and the HKMAI TST Transfer Shares and shall ensure that no transaction costs or expenses (other than stamp duty which shall be paid by the Company prior to Completion) are paid by any Target Company. For the avoidance of doubt, the stamp duty in respect of the transfers of the HKMAI Transfer Shares and the HKMAI TST Transfer Shares shall be paid by the Company prior to Completion but shall be borne by the Sellers through the payment of the Completion Adjustment Amount.
- 6.5 Upon completion of the transfer of the HKMAI TST Transfer Shares in accordance with Clause 6.1(a), the Sellers shall procure that HKMAI TST will provide to the Purchaser a complete list of doctors (and/or their location of practice) who referred patients to the imaging centre operated by HKMAI TST during the period from 1 January 2023 to 30 June 2024.

7. Conditions

7.1 The obligations of the Sellers and the Purchaser under Clauses 2.1, 2.3, 3 and 4 are conditional upon the following conditions:

- (a) where required by the Listing Rules, the shareholders of ECH having approved the relevant transactions contemplated by the Transaction Documents in accordance with the Listing Rules (the “Shareholder Approval Condition”);
- (b) the transfers of the HKMAI TST Transfer Shares and the HKMAI Transfer Shares having been completed in accordance with Clause 6;
- (c) the actions set out in Schedule 12 in relation to the separation of HKMAI TST and NMC having been completed and the deliverables set out therein having been delivered to the Purchaser, except to the extent the Purchaser agrees in writing to defer such action or deliverable to a later date;
- (d) the HKMAI TST Lease having been renewed and novated, and the change of control consents in relation to the NMC Premises having been obtained, in accordance with Clause 8.4;
- (e) no order or injunction having been issued by any court of competent jurisdiction or Governmental Authority and no ruling having been issued, or action taken, by any relevant stock exchange that, in each case, is in effect at Completion and prevents or materially hinders completion of the transactions contemplated by the Transaction Documents;
- (f) no Material Adverse Change having occurred after the date of this Agreement which is continuing;
- (g) having the right to practise medicine in Hong Kong without suspension of ’s doctor’s registration by the Medical Council of Hong Kong;
- (h) all of the Target Companies having positive retained earnings;
- (i) each Seller not being in material breach of any undertaking or covenant given under this Agreement; and
- (j) each representation or warranty given by a Seller hereunder as at Completion being materially correct, complete, and not misleading;

(collectively, the “Conditions”).

7.2 The Guarantor shall use best endeavours to ensure that the Conditions in Clauses 7.1(a), 7.1(b), 7.1(c) and 7.1(d) will be fulfilled as soon as reasonably practicable and, in any event, by the Long Stop Date.

7.3 The Guarantor undertakes to keep the Purchaser informed in a reasonable amount of detail as to the progress towards satisfaction of the Shareholder Approval Condition, and in particular, promptly to disclose to the Purchaser anything which will or may prevent the Shareholder Approval Condition from being satisfied before the Long Stop Date.

7.4 Subject to Applicable Law, ECH shall provide the draft announcement to be published by ECH in respect of the entering into of this Agreement and the draft circular in connection with the Shareholder Approval Condition to the Purchaser sufficiently in advance of publication, and shall take into account all reasonable comments provided by the Purchaser on the paragraphs of the announcement or circular that relate to any member

of the Purchaser Group, the Target Companies or the terms of the transactions contemplated by this Agreement.

- 7.5 Each Party shall notify the other Parties of the satisfaction of any Condition as soon as reasonably practicable after becoming aware of the same.
- 7.6 The Purchaser may at any time waive (fully or in part) any of the Conditions set out in Clause 7.1(b), 7.1(c), 7.1(d), 7.1(f), 7.1(g), 7.1(i) or 7.1(j) by notice in writing to the Sellers, and the Sellers and the Purchaser may waive the Condition set out in Clause 7.1(e) by mutual consent.
- 7.7 In the event that any of the Conditions shall not have been fulfilled or waived prior to the Long Stop Date, the Purchaser may on that date, at their option, by notice in writing to the Sellers:
- (a) postpone the Long Stop Date to such other date as agreed among the Parties in writing, then the provisions of this Agreement will apply as if the date set for satisfaction or waiver of the Conditions were the date to which the Long Stop Date is so postponed; or
 - (b) terminate this Agreement.
- 7.8 Where this Agreement is terminated in accordance with Clause 7.7, this Agreement shall cease to be of any effect save for Clauses 1, 7.8 and 16 to 28 (the “Surviving Clauses”) (which shall remain in full force and effect) and save in respect of claims arising out of any antecedent breach of this Agreement.
- 7.9 The Purchaser shall use best endeavours to procure that all information and documents relating to it as reasonably required by ECH for the purpose of:
- (a) preparing any announcement(s) and circular(s) required pursuant to the Listing Rules or at the request of the Stock Exchange to be made by ECH in connection with the transactions contemplated in this Agreement; and
 - (b) as may be required by the Stock Exchange for the purposes of its vetting of any document referred to in Clause 7.9(a) and/or answering any enquiries made by the Stock Exchange in connection with the transactions contemplated in this Agreement,

is made available to ECH and its adviser in a timely manner upon request.

8. Pre-Completion Obligations

- 8.1 From the date of this Agreement until Completion the Sellers shall comply with the provisions of Schedule 5.
- 8.2 The Sellers shall, and shall procure that the Company will, on or before Completion enter into the SHA Termination Deed, to be effective from Completion.
- 8.3 Without prejudice to the generality of the Sellers’ obligations under Schedule 5, between the date of this Agreement and Completion the Sellers shall use best endeavours to procure that the Target Companies shall maintain in force all insurance policies which are material to the Business materially on the same terms and with a similar level of cover to that prevailing as at the date of this Agreement.
- 8.4 The Sellers shall ensure that, prior to Completion:

- (a) the lease in respect of the premises of HKMAI TST at 2/F, HK Pacific Centre, 28 Hankow Road, Tsim Sha Tsui, Kowloon, as further described at item 14 of Table 2 in Schedule 12 (the “HKMAI TST Lease”), will have been renewed for a period of three years on terms satisfactory to the Purchaser and novated to HKMAI TST as tenant and change of control and business name of HKMAI TST resulting from the transactions contemplated hereunder will be obtained from the landlord ; and
- (b) consent to the change of control of NMC resulting from the transactions contemplated hereunder will be obtained from the landlord of the premises of NMC at 17/F Floor, Mira Place Tower A, No.132 Nathan Road, Kowloon (the “NMC Premises”), including with regard to the Consent Leases.

8.5 Prior to Completion, the Sellers shall procure that each Target Company will:

- (a) provide to the Purchaser (i) monthly management accounts (up to the month immediately preceding the Completion Date), audited annual financial statements, Tax Returns, Tax computations and monthly operational updates in relation to Staff movements and any incidents or complaints involving patients, Staff or service providers of the Target Companies, or operational disruption; and (ii) copies of any material correspondence with a Governmental Authority, in each case within five Business Days after the date on which they are finalised (if internal) or provided to the relevant person, or where applicable, received from the Governmental Authority; provided that this Clause 8.5(a) shall not oblige the Sellers or the Target Companies to prepare any additional materials (other than the operational updates referred to in this paragraph) beyond those prepared in the ordinary course and consistent with past practice in the period prior to the date of this Agreement;
- (b) provide reasonable cooperation, and allow the Purchaser and its respective agents, upon reasonable prior written notice (which may be by email), reasonable access to the management, systems and platforms of the Target Companies, provided that such access is in compliance with all Applicable Law, for the purposes of business and transition planning and preparation, including gap analysis of policies and procedures; and
- (c) make available members of its senior management for a call (after receiving reasonable notice in advance) to update the Purchaser on the business performance of the Target Companies once per month.

8.6 Between the date hereof and Completion, to the extent permitted by Applicable Law, the Sellers shall provide to the Purchaser, and procure that the Target Companies report to any relevant insurer, in each case promptly after they become available, details of any (i) new complaints against any registered medical practitioner of a Target Company lodged with the Medical Council of Hong Kong of which any Seller or Target Company is aware or (ii) new disciplinary proceedings before the Medical Council of Hong Kong or litigation against any registered medical practitioner of a Target Company in relation to their employment with, or services provided to, such Target Company, in each case of which any Seller or Target Company is or should reasonably be aware.

8.7

- (a)
- (b)

(c)

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8.8

8.9 The Sellers shall indemnify the Purchaser and the Purchaser Group against any Losses arising from _____ or from any other claim or proceeding that may be brought against any Staff of the Target Companies, or against any Target Company, in connection with a claim or proceeding relating to medical malpractice concerning medical services provided by such Staff or Target Company prior to Completion or services provided by such Staff to the Target Companies prior to Completion.

8.10 The Sellers shall:

(a) and shall procure that each other party to the Previous SPA will, release the Company and NMC from any liability under the Previous SPA under a release letter (on terms reasonably satisfactory to the Purchaser) to be delivered to the Purchaser on Completion; and

(b) ensure that any receivable or payable of any Target Company due from or to ECH and its Affiliates or any other Seller Person (including the HK\$120,000,000 payable shown in the Accounts) is settled, written off or cancelled on or before Completion, provided that any expenses arising from such settlement, write-off or cancellation, including but not limited to Tax, legal and administrative expenses, shall be borne in full by the Sellers (and the Sellers shall indemnify the Purchaser for any Losses and Tax payable in relation to such matter, except to the extent the Purchaser is fully compensated for such Losses through the payment of the Completion Adjustment Amount).

8.11 The Sellers shall procure that, on or before Completion, (i) Ma Chi Min and the Company will enter into a deed of termination (on terms reasonably satisfactory to the Purchaser) in respect of the chief executive officer service agreement between Ma Chi Min and the Company dated 10 July 2020; and (ii) Ma Chi Min and NMC will enter into a deed of termination (on terms reasonably satisfactory to the Purchaser) in respect of the letter from NMC to Ma Chi Min dated 1 April 2016 regarding appointment of Ma Chi Min as CEO. Ma

Chi Min shall on or before Completion enter into (i) the Acting CEO Agreement, (ii) the Adviser Agreement and (iii) the New Service Agreement, each to take effect on and subject to Completion or as otherwise specified in such agreement. Wu Yun Chai shall on or before Completion enter into the Wu Employment Agreement, to take effect on and subject to Completion.

- 8.12 The Sellers shall procure that, on or before Completion, all agreements and arrangements between any Target Company, on one hand, and any Seller Person or Minority Shareholder, on the other, will be terminated with effect from Completion, and any balances due under them (other than payments of salary due to Ma Chi Min or Wu Yun Chai under employment agreements and service fee due to Hui, Kei Tat, Shum, Sing Fai John and White Dolphin fully disclosed in the Data Room, in each case consistent with the practice of the relevant Target Company prior to the date hereof) will be settled as soon as possible after Completion, provided that such termination and settlement shall not be required in respect of any Transaction Document and any other agreement to be entered into pursuant to this Agreement.
- 8.13 The Sellers shall procure that HKMAI TST will open a bank account (together with point of sale and payment gateways) as soon as reasonably practicable after the date hereof and in any event on or before Completion, and upon such account having been opened the Sellers shall notify the details of such account to the Purchaser.
- 8.14 The Sellers shall:
- (a) as soon as practicable after the date hereof and in any event no later than the Completion Date ensure that:
 - (i) all patients attending the facilities of NMC (including both new patients and existing patients) will sign a personal information collection statement in a form reasonably satisfactory to the Purchaser (“**Agreed PICS**”); and
 - (ii) reasonable steps are taken to inform all existing patients of the Agreed PICS in a manner reasonably satisfactory to the Purchaser, as further provided at item 4 of Table 1 in Schedule 12; and
 - (b) indemnify the Purchaser and the Purchaser Group against any Losses arising from any breach or non-compliance of any Target Company with the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) before Completion.
- 8.15 The Sellers shall between the date hereof and Completion permit a consultant engaged by the Purchaser to screen the Staff and service providers of the Target Companies to identify whether there are any persons subject to international sanctions.
- 8.16 The Sellers shall use their best efforts to ensure that the application for voluntary winding up of NMIC is submitted to the relevant government authority as soon as possible after the date hereof and that any matters arising in relation to such application before Completion are dealt with in an expeditious manner.
- 8.17 As soon as reasonably practicable after the date of this Agreement, the Parties shall establish a liaison committee (the “Liaison Committee”). ECH and the Purchaser shall each appoint two (or such other number as they may agree) representatives onto such Liaison Committee. The representatives on the Liaison Committee may, by prior notice to all other representatives, invite other attendees or observers to attend the meetings of the Liaison Committee. The Liaison Committee shall meet regularly to oversee, plan for, manage and implement the transactions contemplated under this Agreement, including to:
- (a) oversee the fulfilment of the Conditions;

- (b) oversee compliance of the Parties with their obligations under this Clause 8;
- (c) oversee separation and transition matters in relation to the Target Companies, including the steps to be taken under Schedule 12; and
- (d) undertake such other preparation and planning as the Parties may agree.

9. Completion

- 9.1 Completion shall take place at 10am at the Hong Kong offices of Debevoise & Plimpton LLP on the last Business Day of the calendar month in which the last of the Conditions has been satisfied or waived, provided that (i) Completion shall not take place before 28 January 2025; and (ii) if such satisfaction or waiver takes place less than 10 Business Days before the end of that calendar month, Completion shall take place at the same location and time on the last Business Day of the calendar month which immediately follows the calendar month in which such satisfaction or waiver takes place. Notwithstanding the above, Completion may take place at such other location (including virtually), time or date as may otherwise be agreed between the Parties.
- 9.2 At Completion, the Sellers shall observe and perform the provisions of Part A of Schedule 2, provided that the Purchaser may waive any or all such provisions.
- 9.3 At Completion, the Purchaser shall observe and perform the provisions of Part B of Schedule 2, provided that the Sellers may waive any or all such provisions.
- 9.4 If a Party fails to comply with any obligation under Clause 9.2 or 9.3, the Purchaser, in the case of non-compliance by the Sellers, or the Sellers, in the case of non-compliance by the Purchaser, shall be entitled (in addition to and without prejudice to all other rights and remedies available) by written notice to the non-compliant Party:
- (a) if the Long Stop Date has passed, to terminate this Agreement (other than the Surviving Clauses) without liability on its part;
 - (b) to effect Completion so far as practicable having regard to the defaults which have occurred, including by exercising any right to specific performance; or
 - (c) to fix a new date for Completion (not being more than one month after the agreed date for Completion) in which case the provisions of Clauses 9.2 and 9.3 shall apply to Completion as so deferred but provided such deferral may only occur once.

10. Post-Completion Requirements

- 10.1 ECH undertakes that during the period from the Completion Date until the date falling 2 years after the Completion Date (the “Restricted Period”), (i) it will not, and will procure that none of its Affiliates will, directly or indirectly, individually or collectively, own or operate, or hold an interest of more than 5% in, any clinic or medical facility in Hong Kong that undertakes Restricted Medical Business and is located within 500 metres of Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, or that undertakes Restricted Imaging Business and is located within one kilometre of HK Pacific Centre, 28 Hankow Road, Tsim Sha Tsui, Kowloon, in each case other than any Permitted Facility; and (ii) it will not, and will procure that none of its Affiliates or any person acting on its behalf in any capacity will, solicit or entice away from any Target Company the business or custom of any customer or service provider of such Target Company, provided that nothing in this Clause 10.1(ii) shall restrict ECH or its Affiliates from providing services to customers where such provision of services has been initiated by the customer without any form of solicitation by ECH or its Affiliates.

- 10.2 ECH undertakes that during the Restricted Period, it shall not, and will procure that none of its Affiliates will, on its own account or in connection with or on behalf of any other person:
- (a) employ, appoint or otherwise engage (or permit the employment or engagement of) any doctor who provides or is engaged to provide medical services at the premises of any Target Company as of the Completion Date, in any clinic or medical facility which ECH or any of its Affiliates directly or indirectly, individually or collectively, own or operate, or in which they hold an interest of more than 15%, and which is located within 500 meters of Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon; or
 - (b) solicit, or offer to employ or appoint, endeavour to entice away (including through an employment or other agency) (i) from any Target Company, an employee, medical professional or consultant of such Target Company or (ii) from any member of the Purchaser Group, a senior employee or senior consultant or any other employee or consultant with whom the Sellers have interacted in connection with this Agreement or the transactions contemplated hereby.
- 10.3 Ma Chi Min undertakes that he shall not, and shall procure that none of his Affiliates will, during the Restricted Period, directly or indirectly, individually or collectively, own or operate, participate or be involved in (including as an advisor) or hold an interest in, any clinic or medical facility in Hong Kong or any other part of the Greater Bay Area that undertakes activities similar to those of any Target Company or Purchaser Group Member; and he shall not, and will procure that none of his Affiliates or any person acting on his behalf in any capacity will, solicit or entice away from any Target Company or Purchaser Group Member the business or custom of any customer of such Target Company or Purchaser Group Member, provided that nothing in this Clause 10.3 shall (i) restrict Ma Chi Min from practising medicine in Hong Kong to the extent permitted by Clause 10.4; (ii) prevent Ma Chi Min from acting as an advisor to ECH to the extent permitted by Clause 10.5; (iii) prevent Ma Chi Min from holding no more than 5% of the issued shares of HKMAI; or (iv) prevent Ma Chi Min from entering into any agreement, undertaking or other arrangement to indemnify Jade Master against any damages or losses in relation to
- 10.4 Ma Chi Min shall not after Completion, without the prior written consent of the Purchaser and subject to the following sentence, practise medicine at any medical facility that is not a hospital or not owned by any Target Company or Purchaser Group Member, provided that his practice at hospitals shall be limited to providing medical services to patients of the Target Companies where any medical fees are accounted for on the books of the relevant Target Companies. Upon wholly ceasing to be employed or engaged by any Purchaser Group Member (whether as acting CEO, advisor, medical practitioner or otherwise), Ma Chi Min shall be entitled to practise medicine at any facility in Hong Kong, provided that during the first 12 months after so ceasing to be employed or engaged he shall not practise medicine at any facility (other than a public hospital) located within 1 kilometre of any medical facility owned or operated by any Purchaser Group Member.
- 10.5 The Purchaser, ECH and Ma Chi Min hereby agree that, as an exception to Ma Chi Min's non-compete obligations under this Clause 10, Ma Chi Min may, following expiry of the Acting CEO Agreement, be engaged as an adviser by ECH, provided that (i) such engagement shall be solely for the purpose of implementing the arrangements between ECH and the Purchaser Group contemplated by the memorandum of understanding entered into between ECH and AIA International Limited on or about the date hereof, for the mutual benefit of the Purchaser Group and ECH; (ii) such engagement shall not exceed 4 hours per week; (iii) the contract under which such engagement is carried out and any compensation for such engagement, and any amendments to the same, shall be reviewed and approved in writing by the Purchaser; (iv) Ma Chi Min and ECH shall provide to the Purchaser a copy of the contract referred to in (iii) (or any amended version thereof) promptly upon its execution; (v) Ma Chi Min and ECH shall provide to the Purchaser an

annual statement of compensation received with regard to such engagement; (vi) Ma Chi Min shall not disclose any confidential information of any Target Company or Purchaser Group Member to ECH or any of its Affiliates in connection with such engagement; and (vii) where there is a conflict between the terms of such engagement and the terms of any contract between Ma Chi Min and any Target Company or Purchaser Group Member, the latter shall prevail; (viii) Ma Chi Min and ECH shall disclose to the Purchaser any conflict of interest that may arise between such engagement and Ma Chi Min's engagement by any Target Company or Purchaser Group Member (as applicable); and (ix) if Ma Chi Min or ECH breaches any provision of this Clause 10.5, then upon written notice given by the Purchaser such engagement shall be immediately terminated and cease to be exempt from the restrictions in Clause 10.3, and the Purchaser may pursue any other recourse it may have against Ma Chi Min or ECH.

- 10.6 Wu Yun Chai undertakes that she shall not, and shall procure that none of her Affiliates will, during the Restricted Period, directly or indirectly, individually or collectively, own or operate, participate or be involved in (including as an advisor) or hold an interest in, any clinic or medical facility in Hong Kong or any other part of the Greater Bay Area that undertakes activities similar to those of any Target Company or Purchaser Group Member; and she shall not, and will procure that none of her Affiliates or any person acting on her behalf in any capacity will, solicit or entice away from any Target Company or Purchaser Group Member the business or custom of any customer or supplier of such Target Company or Purchaser Group Member.
- 10.7 Each Seller and ECH acknowledge and confirm that the provisions of Clauses 10.1 to 10.6 are reasonable in all the circumstances and any breach of such provisions would have a material impact on the Purchaser or its Group and therefore such provisions are wholly reasonable as to scope, nature and duration to protect the legitimate interests of the Purchaser and its Group. Each Seller and ECH acknowledge that the acceptance of these provisions by the Sellers and ECH is a material inducement for the Purchaser's entry into this Agreement.
- 10.8 Each covenant contained in Clauses 10.1 to 10.6 shall be construed as separate and severable and if any such covenant is held to be unenforceable in whole or part for any reason, the remaining covenants shall continue to bind the relevant Seller or ECH (as applicable), and if such covenant would be valid if part of the wording thereof were deleted or the periods thereof reduced, the said restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 10.9 Each Seller and ECH acknowledge that damages may not be an adequate remedy for a breach of Clauses 10.1 to 10.6, in which case the relevant member of the Purchaser Group may seek an injunction or such other equitable relief as a court of competent jurisdiction may see fit to award to enforce such covenants.
- 10.10 Each of Ma Chi Min and Wu Yun Chai acknowledge and agree that their commitments to be employed under the Acting CEO Agreement and the Wu Employment Agreement respectively is a material inducement for the Purchaser to enter into this Agreement and an important factor in the determination of the consideration payable for the Sale Shares hereunder.

11. Warranties

Warranties given by the Sellers

- 11.1 The Sellers warrant to the Purchaser, on a joint and several basis, that the statements set out in Schedule 3 are true and accurate as at the date of this Agreement and will be true and accurate as at Completion as if repeated on the Completion Date.

Warranties given by the Purchaser

- 11.2 The Purchaser warrants to the Sellers that, as of the date of this Agreement:
- (a) it is validly incorporated, in existence, duly registered and in good standing under the laws of its jurisdiction of incorporation;
 - (b) it has full power, authority and capacity to enter into and perform its obligations under each of the Transaction Documents to which it is a party;
 - (c) the Transaction Documents to which it is a party constitute or will, when executed, constitute its legal, valid and binding obligations enforceable in accordance with their terms, subject to any legal principles of general application and insolvency law;
 - (d) it has obtained all corporate authorisations required to empower it to enter into and perform its obligations under the Transaction Documents;
 - (e) it has obtained all consents, permissions, approvals and agreements of Governmental Authorities which are required in order for it to enter into and perform this Agreement in accordance with its terms;
 - (f) the execution and delivery of, and the performance by it of its obligations under, this Agreement and each other Transaction Document to be executed or delivered by it will not result in a breach of any provision of its constitutional documents or result in a breach of Applicable Law; and
 - (g) it is not insolvent or unable to pay its debts as they fall due, and there is no petition presented, proceeding commenced, meeting convened or resolution passed in relation to any compromise or arrangement with creditors, appointment of administrator, receiver, administrative receiver or manager, or any winding up, rehabilitation, bankruptcy or other insolvency proceedings, dissolution, liquidation, corporate reorganization or other similar relief under Applicable Law concerning it (or any such proceedings concerning any member of its Group which may adversely affect its ability to perform any of its obligations under any of the Transaction Documents).
- 11.3 The Purchaser further warrants to the Sellers that the warranties set out in Clause 11.2 will be true and accurate at Completion as if they had been repeated at Completion.
- 11.5 The Purchaser acknowledges and agrees that the Sellers give no warranty, representation or undertaking as to the accuracy or completeness of any forecasts, estimates, projections, statements of intent or statements of opinion provided to the Purchaser or any of their respective advisers or agents (howsoever provided) and no such forecast, estimate, projection, statement of intent or statement of opinion made by or on behalf of the Sellers may form the basis of, or be relied on or claimed in connection with, any claim by the Purchaser in connection with this Agreement.

Warranties given by the Guarantor

- 11.6 The Guarantor warrants to the Purchaser that, as of the date of this Agreement:
- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction of incorporation;
 - (b) it has the requisite power, authority and capacity to enter into and perform its obligations under each of the Transaction Documents to which it is a party;

- (c) the Transaction Documents to which it is a party constitute or will, when executed, constitute its legal, valid and binding obligations enforceable in accordance with their terms, subject to any legal principles of general application and insolvency law;
- (d) it has obtained all corporate authorisations required to empower it to enter into and perform its obligations under the Transaction Documents;
- (e) the execution and delivery of, and the performance by it of its obligations under, this Agreement and each other Transaction Document to be executed or delivered by it will not result in a breach of any provision of its constitutional documents; and
- (f) it is not insolvent or unable to pay its debts as they fall due, and there is no petition presented, proceeding commenced, meeting convened or resolution passed in relation to any compromise or arrangement with creditors, appointment of administrator, receiver, administrative receiver or manager, or any winding up, rehabilitation, bankruptcy or other insolvency proceedings, dissolution, liquidation, corporate reorganization or other similar relief under Applicable Law concerning it (or any such proceedings concerning any member of its Group which may adversely affect its ability to perform any of its obligations under any of the Transaction Documents).

11.7 The Guarantor further warrants to the Purchaser that the warranties set out in Clause 10.6 will be true and accurate at Completion as if they had been repeated at Completion.

12. Sellers' liability

12.1 The liability of the Sellers under this Agreement shall be joint and several.

12.2 The limitations and other provisions set out in Schedule 4 shall apply to the liability of the Sellers and the Guarantor under this Agreement.

13. Employees

13.1 As soon as practicable after the date hereof, ECH shall procure that HKMAI TST will provide letters of offer (on terms approved by the Purchaser) to each Transferring Employee ("**Employment Transfer Offer**") in respect of employment with HKMAI TST to take effect on a date falling on or after the Completion Date, such date to be selected by the Purchaser in consultation with ECH (the "**Employment Effective Date**"). Each Employment Transfer Offer shall (a) be on terms that are substantially similar overall to the applicable Transferring Employee's terms on the day immediately preceding the Employment Effective Date, and (b) provide that the Transferring Employee's length of service with the Employee Transferor will be recognised as being service with HKMAI TST for all purposes. For the avoidance of doubt, ECH or the Sellers shall not be responsible for any long service payment payable to the Transferring Employees in connection with the transfer of employment as contemplated under this Clause 13.

13.2 The Sellers shall procure that each Employment Transfer Offer is provided to the relevant Transferring Employee, and that each of the Transferring Employees is notified that, subject to acceptance of the Employment Transfer Offer, the employment of the Transferring Employee with the Employee Transferor will terminate at 11.59 p.m. on the day immediately preceding the Employment Effective Date in order for the Transferring Employee to commence employment with HKMAI TST with effect from the Employment Effective Date.

13.3 On Completion, the Sellers shall procure that the Employee Records in respect of each Post-Completion Employee will be delivered to the Purchaser or its designee.

- 13.4 The Sellers shall ensure that each Post-Completion Employee who requires one or more licences for the performance of his or her role with HKMAI TST will have all such licences from the Employment Effective Date.
- 13.5 Between the date hereof and Completion, the Sellers will keep the Purchaser informed of any material changes in relation to any hiring, renewals, engagement, resignations and terminations of employment or engagement (including for misconduct or failure to perform their obligations) of the Staff or the Transferring Employees and cooperate with the Purchaser and take into account its reasonable views with regard to any such hiring, replacement or termination of Staff or Transferring Employees.
- 13.6 Between the date hereof and the Employment Effective Date, the Sellers shall procure that the Employee Transferor shall perform and discharge all its obligations in respect of the Transferring Employees, including discharging all Employee Costs and Employee Claims.
- 13.7 Between the Employment Effective Date and the Completion Date (if there is a time gap), the Sellers shall procure that HKMAI TST will perform and discharge all its obligations in respect of the Transferring Employees, including discharging all Employee Costs and Employee Claims.
- 13.8 The Sellers shall indemnify and keep indemnified the Purchaser and the Purchaser Group on demand against any losses or liabilities caused or suffered against and in respect of any Employee Costs and Employee Claims relating to any period of employment of the Post-Completion Employees prior to Completion.
- 13.9 The Purchaser shall procure that HKMAI TST will perform and discharge all its obligations in respect of the Post-Completion Employees after Completion, including discharging all Employee Costs and Employee Claims relating to any period of employment of the Post-Completion Employees on and from Completion.
- 13.10 The Purchaser shall indemnify and keep indemnified the Sellers and ECH on demand against (i) any losses or liabilities caused or suffered against and in respect of (i) any Employee Costs and Employee Claims relating to any period of employment of the Post-Completion Employees after Completion and (ii) any Employee Costs arising solely from the transfer of Transferring Employee to HKMAI TST as contemplated under this Clause 13.

14. Separation and IP Arrangements with regard to HKMAI TST

- 14.1 For the period from Completion to the date falling 6 months after Completion, ECH hereby grants to HKMAI TST a non-exclusive and royalty-free right and licence to use and practise the ECH IP Rights solely in connection with the Business, provided that the Purchaser shall ensure that HKMAI TST will cease using the brand name “Hong Kong Advanced Imaging” or “博思醫學診斷中心” no later than the date falling 6 months after Completion (without prejudice to the retention of internal documents and materials bearing such name).
- 14.2 Without prejudice to the specific requirements set out in Schedule 12, ECH shall ensure that the operations of NMC and HKMAI TST will be fully separated from those of ECH and its Affiliates at Completion (including as regards the ownership and possession of all assets, records and data (digital and physical), contracts including doctor contracts, licences and employees required in order for NMC and HKMAI TST to operate its respective business independently as a going concern), except with regard to the services to be provided under the Services Agreement and the arrangements regarding Transferring Employees set out herein. Without prejudice to Clause 7.1(c), to the extent any part of such full separation is not achieved before Completion, ECH shall ensure, at its cost, that separation with regard to such part will be achieved as soon as possible after Completion.

- 14.3 Without prejudice to the generality of Clauses 14.1 and 14.2, where under the terms of Schedule 12 a specified action is required to be taken, or a deliverable to be provided, within 60 Business Days after Completion, ECH shall procure that such action will be taken, and such deliverable will be provided, within such time period; and ECH shall indemnify the Purchaser and its Affiliates (including any Target Company) against any Losses arising from a failure to take such action or provide such deliverable within the specified period (including, for the avoidance of doubt, the costs of any third party instructed by the Purchaser with regard to such action or deliverable).
- 14.4 ECH hereby assigns and transfers and agrees to assign and transfer, and shall ensure that each of its relevant Affiliates assigns and transfers, to HKMAI TST or NMC (as applicable) the ownership and any other rights it has in respect of any asset listed in Schedule 14 and any other physical asset used in the Business of the Target Companies as at the date hereof; and ECH shall (and shall procure that its relevant Affiliate will) execute all such documents and take all such steps as may reasonably be requested by the Purchaser to give effect to such assignment and transfer.

15. Tax Matters

- 15.1 The Sellers shall cause each Target Company to timely prepare and file with the appropriate Tax Authorities any Tax Returns with respect to such Target Company due prior to the Completion Date. The Sellers shall procure that all such Tax Returns are properly prepared in good faith and accurately reflect the matters in relation to each Target Company to which they relate.
- 15.2 The Sellers shall procure that the Company and its subsidiaries will, as soon as reasonably practicable and in any event before Completion, file duly completed forms IR56B/M with the Hong Kong Inland Revenue Department (“**IRD**”) with regard to any salary or other remuneration (in whatever form) received by Ma Chi Min from the Company or any of its subsidiaries in any tax year ended prior to the date hereof, except where such form has previously been duly filed with the IRD. Upon completion of such filing, the Sellers shall provide to the Purchaser the relevant IR56B/M forms submitted to the IRD and related acknowledgement(s) of receipt issued by the IRD.
- 15.3 One half of the cost of all registration, stamp and transfer taxes and duties or their equivalents in all jurisdictions where such fees, taxes and duties are payable as a result of the sale of the Sale Shares under this Agreement shall be borne by the Sellers (in proportion to their ownership of the Sale Shares) and the other half shall be borne by the Purchaser. The Purchaser shall be responsible for arranging the payment of all such fees, taxes and duties, provided that the Sellers shall assist with any required filings where requested by the Purchaser and provide any necessary documents before Completion in order for the Purchaser to arrange for the filing within the statutory filing period. The Purchaser shall bear all penalties arising from a late stamp duty filing with the IRD, except where such late filing arises from the failure of the Sellers to assist with such filing in accordance with the preceding sentence.
- 15.4 Subject to Completion taking place, the Sellers hereby undertake to jointly and severally indemnify the Purchaser on demand against any Tax liability that any Target Company is liable to pay (and any fees of tax consultants and other professional advisors relating to such Tax liability) which arises (i) as a consequence of or by reference to any Event which occurred on or before Completion or was deemed to occur before Completion for the purposes of any Tax or (ii) by reference to any income, profits or gains which were earned, accrued or received on or before Completion or in respect of a period ending on or before Completion. Notwithstanding the foregoing, the Sellers shall be under no liability under this indemnity:
- (a) to the extent that an adequate specific provision or reserve is made for such Tax liability in the Accounts in accordance with IAS 12;

- (b) for any Tax liability to the extent it arises solely from any Event occurring or income, profits or gains earned, accrued or received in the ordinary course of its business after the Completion Date and which is not an interest or a penalty, surcharge or fine in connection with any Tax Claim; or
- (c) to the extent that such Tax liability or Tax Claim arises or is increased by an increase in rates of Tax after the Completion Date having retrospective effect, except where such increase is announced prior to Completion.

16. Guarantee

- 16.1 The Guarantor unconditionally and irrevocably guarantees to the Purchaser the due and punctual performance and observance by Jade Master of all its obligations, commitments, undertakings, warranties and indemnities under or pursuant to this Agreement (the “Guaranteed Obligations”) and agrees to indemnify the Purchaser within 10 Business Days upon written demand against all Losses which the Purchaser suffers arising under, relating to or resulting from any act or omission that would be a breach by Jade Master of the Guaranteed Obligations, provided that before making such written demand the Purchaser shall have requested in writing performance of the relevant obligation by Jade Master, with a copy to the Guarantor requesting it to procure such performance, and Jade Master shall have failed to perform such obligation in full within 15 Business Days after the date of such written request to Jade Master and the Guarantor.
- 16.2 As a separate and independent stipulation the Guarantor agrees that if and whenever Jade Master defaults for any reason whatsoever in the performance of any of the Guaranteed Obligations, the Guarantor shall forthwith upon demand unconditionally perform (or procure performance of) and satisfy (or procure the satisfaction of) the Guaranteed Obligations in regard to which such default has been made in the manner prescribed by this Agreement as if the Guarantor is the primary obligor and so that the same benefits shall be conferred on the Purchaser as it would have received if the Guaranteed Obligations had been duly performed and satisfied by Jade Master.
- 16.3 This guarantee is to be a continuing guarantee and accordingly is to remain in force until all the Guaranteed Obligations shall have been performed or satisfied. This guarantee is in addition to and without prejudice to and not in substitution for any rights or security which the Purchaser may now or hereafter have or hold for the performance and observance of the Guaranteed Obligations.
- 16.4 As a separate and independent stipulation the Guarantor agrees that any of the Guaranteed Obligations (including any moneys payable) which may not be enforceable against or recoverable from Jade Master by reason of any legal limitation, disability or incapacity on or of Jade Master or the dissolution, amalgamation or reconstruction of Jade Master or any other fact or circumstances (other than any limitation imposed by this Agreement) shall nevertheless be enforceable against and recoverable from the Guarantor as though the same had been incurred by the Guarantor and the Guarantor were the sole or principal obligor in respect thereof and shall be performed or paid by the Guarantor on demand.
- 16.5 The liability of the Guarantor under this Clause 16 shall not be affected, impaired, reduced or released by:
 - (a) any forbearance, neglect or delay in seeking performance of the Guaranteed Obligations or any granting of time for such performance;
 - (b) the illegality, invalidity, unenforceability of, or any defect in, any provision of this Agreement or Jade Master’s obligations under any of them;
 - (c) any insolvency or similar proceeding; or

- (d) any other fact or event which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release or a defence to a guarantor.

17. Confidentiality and Announcements

17.1 Each Party shall, and shall procure that their respective Groups and Representatives shall, maintain in confidence any Confidential Information and any information relating to or obtained from another Party or its Group, except that the foregoing requirements of this Clause 17.1 shall not apply to the extent that:

- (a) any such information is or was, as reasonably demonstrated, already in the disclosing Party's or its Representatives' possession before the date of disclosure provided that such information is not (and should not be) known to be subject to a legal, fiduciary or contractual obligation of confidentiality to another Party or its Affiliates;
- (b) any such information is or becomes generally available to the public other than as a result of a disclosure in breach of this Clause 17;
- (c) any such information is required by Applicable Law, a Governmental Authority or a Tax Authority to be disclosed, provided that the disclosing Party shall, to the extent permitted by law and regulation, give the Party whose Confidential Information is being disclosed prompt written notice of such request or requirement, including a copy of the Confidential Information at issue, and shall provide reasonable cooperation to such Party with regard to the protection of the relevant Confidential Information;
- (d) any such information was or becomes available to such Party on a non-confidential basis and from a source (other than a Party to this Agreement or any member of its Group or Representative of such Party or Group member) that is not known (or ought to be known) to the disclosing Party to be bound by a confidentiality obligation with respect to such information; or
- (e) any such information is or was, as reasonably demonstrated, independently developed by the disclosing Party without reference to Confidential Information or otherwise in breach of any other legal, fiduciary or contractual obligation of confidentiality to another Party or its Group.

17.2 Confidential Information may be disclosed to any Party's Affiliates or its or their Representatives who need to know such information solely for the purpose of consummating the transactions contemplated under this Agreement, provided that the disclosing Party has informed them of the confidential nature of such information and directed them to comply with the terms of this Clause 17. The disclosing Party agrees that it is responsible for any actions taken by its Affiliates and its or their Representatives that would be deemed a breach of this Clause 17 and any such actions of theirs will constitute a breach hereof by the disclosing Party.

17.3 Subject to Clause 17.1, each Party shall ensure that no disclosure or announcement relating to the existence or subject matter of the Transaction Documents shall be made or issued by or on behalf of it or any member of its Group except in a form agreed between the Parties or otherwise with the prior written approval of the other Parties (not to be unreasonably withheld or delayed), provided that the restrictions of this Clause 17.3 shall not apply to any disclosure or announcement required by Applicable Law, any Governmental Authority or the rules of any stock exchange on which the shares or other securities of a member of a Party's Group are listed or traded.

17.4 Each Party shall ensure that it or the relevant member of its Group making the disclosure or announcement pursuant to the proviso in Clause 17.3 shall, to the extent permitted by Applicable Law or the rules of the relevant stock exchange, and to the extent reasonably practicable, consult with the other Parties in advance as to the form, content and timing of the disclosure or announcement.

18. Insurance

18.1 With respect to any event, act or omission relating to a Target Company that occurred or existed prior to Completion that has given, or may reasonably give, rise to a claim under an ECH Group Insurance Policy, ECH shall, if so requested by the Purchaser, make and/or pursue a claim under such insurance policy and pay any relevant insurance recoveries to the Purchaser promptly upon receipt from the relevant insurer. This Clause 18.1 is without prejudice to any indemnity given by the Sellers under this Agreement, but shall not give rise to double recovery by the Purchaser.

19. Counterparts

19.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which shall together constitute one and the same instrument. This Agreement shall not be effective until each Party has executed at least one counterpart.

19.2 The exchange of copies of this Agreement and of signature pages by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. The words “execution,” “signed,” “signature” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf,” “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign) and such signatures shall be deemed to be original signatures for all purposes, to the extent permitted by Applicable Law in relation to the purpose for which such certificate, agreement or document is prepared. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by Applicable Law.

20. Variation, Waiver and Consent

20.1 No variation, amendment or waiver of any provision of this Agreement (including any Condition) shall be effective unless it is in writing and signed by or on behalf of each of the Parties (or, in the case of a waiver, by or on behalf of the Party waiving compliance).

20.2 Unless expressly agreed, no variation or waiver of any provision or condition of this Agreement shall constitute a general variation or waiver of any provision or condition of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation or waiver, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or waived.

20.3 Any consent granted under this Agreement shall be effective only if given in writing and signed by the consenting Party and then only in the instance and for the purpose for which it was given.

21. Entire Agreement

21.1 The Transaction Documents constitute the entire and only agreement between the Parties relating to the subject matter of the Transaction Documents and, for the avoidance of doubt, the Transaction Documents supersede any and all previous agreements, discussions, correspondence, understandings and communications (whether written or oral) between the Parties with respect to the subject matter of the Transaction Documents.

22. Notices

22.1 Any communication or notice under or in connection with this Agreement (a "Notice") shall be in writing, drafted in the English language and delivered by hand, courier or email as follows:

Name of Party	Address	E-mail address	Marked for the attention of
Ma Chi Min Effinie	House 31, The Riviera, 10 Pik Sha Road, Clearwater Bay, New Territories, Hong Kong	drcmma@gmail.com	N/A
Wu Yun Chai	Flat H, 7/F, Block 13, Laguna City, Kwun Tong, Kowloon, Hong Kong	Wuyunchai0719@gmail.com	N/A
Jade Master International Limited	20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong	IR@ehealthcare.com	Leslie Lu/Levin Lee
EC Healthcare	20/F, Devon House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong	IR@ehealthcare.com	Leslie Lu/Levin Lee
AIA Hong Kong Medical Services Limited	Room 501, 5th Floor, AIA Building, 1 Stubbs Road, Hong Kong	Belinda-FP.Leung@aia.com	Belinda Leung

22.2 A Party may notify the other Parties of a change to its name, relevant addressee or address for the purposes of this Clause 22, provided that such notice shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

22.3 Any Notice delivered as set out in Clause 22.1 above, shall be deemed to have been properly delivered, given and received at the time its receipt is signed for, whether or not

the person signing for such receipt has authority to do so, or in the case of email, at the earlier of (i) the time its receipt is acknowledged by the recipient(s) and (ii) the date of transmission during normal business hours of the recipient(s) during a Business Day, otherwise on the next Business Day.

- 22.4 The language of this Agreement is English and all Notices and other documents in relation to the Transaction Documents shall be in English unless otherwise agreed.

23. Costs

- 23.1 Subject to any clauses of any Transaction Documents entitling any Party to recover its costs from another Party in particular circumstances, each of the Parties shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation and implementation of this Agreement, any other Transaction Documents and any other agreement or document incidental to or referred to in this Agreement.

24. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is 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. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision(s) 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.

25. Assignment

No Party shall be entitled to assign the benefit or burden of any provision of this Agreement without the prior written consent of the other Parties, provided that the Purchaser may assign its rights hereunder to one of its Affiliates without the consent of any other Party hereunder (and in the case of such assignment any warranties given to the Purchaser hereunder shall be deemed given to such Affiliate).

26. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this Agreement.

27. Payments

- 27.1 Unless otherwise expressly stated, each payment to be made under this Agreement shall be in HKD.
- 27.2 Each Party may set off any payment obligation owed to it by another Party under this Agreement against any payment obligation owed by it to such other Party under this Agreement.


28. Governing Law and Arbitration

- 28.1 This Agreement is governed by and construed in accordance with Hong Kong law.


- 28.2 Any dispute arising out of or connected with this Agreement, including a dispute as to the validity, existence or termination of this Agreement or this Clause 28 or any non-contractual obligation arising out of or in connection with this Agreement, shall be resolved by arbitration in Hong Kong conducted in the English language by three arbitrators pursuant to the Arbitration Rules of the Hong Kong International Arbitration Centre (“HKIAC”) in force when the Notice of Arbitration is received by HKIAC, save that, unless the Parties agree otherwise:
- (a) the Sellers shall be entitled to nominate the first arbitrator and the Purchaser shall be entitled to nominate the second arbitrator;
 - (b) the third arbitrator, who shall act as presiding arbitrator of the tribunal, shall be chosen by the two arbitrators appointed by or on behalf of the Parties. If he is not chosen by the two arbitrators within 30 days of the date of appointment of the later of the two Party-appointed arbitrators to be appointed, he shall be appointed by HKIAC;
 - (c) no Party shall be required to give general discovery of documents, but may be required only to produce specific, identified documents which are relevant to the dispute; and
 - (d) the Parties agree to waive any right of appeal against the arbitration award.

IN WITNESS whereof the Parties have executed this Agreement on the date first above written.


Signed for and on behalf of
**JADE MASTER INTERNATIONAL
LIMITED**

) 
)
) Name: **LEVIN LEE**
) Title: *Director*

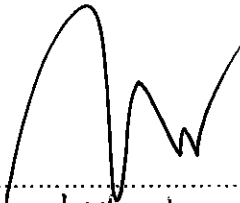
Signed by
MA CHI MIN EFFINIE

) 
)

Signed by
WU YUN CHAI

) 
)

Signed for and on behalf of
EC HEALTHCARE

) 
)
) Name: *Leslie Lu*
) Title: *Executive Director*

Signed for and on behalf of
**AIA HONG KONG MEDICAL SERVICES
LIMITED**

)
)
) Name:
) Title:

IN WITNESS whereof the Parties have executed this Agreement on the date first above written.

Signed for and on behalf of
**JADE MASTER INTERNATIONAL
LIMITED**

)
)
) **Name:**
) **Title:**

Signed by
MA CHI MIN EFFINIE

)
)

Signed by
WU YUN CHAI

)
)

Signed for and on behalf of
EC HEALTHCARE

)
)
) **Name:**
) **Title:**

Signed for and on behalf of
**AIA HONG KONG MEDICAL SERVICES
LIMITED**

)
)
) **Name:** *Christian John Wards*
) **Title:** *Director*



SCHEDULE 1
PARTICULARS OF TARGET COMPANIES

PART A

1. PARTICULARS OF THE COMPANY

Name of Company:	New Medical Centre Holding Limited
Registered Number:	Hong Kong Registration Number: 2688986
Registered Office:	Rm 1706-12, 17/F, Mira Place Tower A 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
Date and place of incorporation:	2 May 2018, Hong Kong
Issued share capital:	HKD100,010,000 (as at the date of this Agreement) HKD47,628,000 (as at Completion)
Shareholders and shares held:	Ma, Chi Min Effinie - 4,800 ordinary shares Wu, Yun Chai - 100 ordinary shares Jade Master International Limited - 5,100 ordinary shares
Directors:	Lee, Heung Wing Ma, Chi Min Effinie Wu, Yun Chai
Secretary:	Evermax Consultants Limited

2. PARTICULARS OF NMC

Name of Company:	The New Medical Center Limited
Registered Number:	Hong Kong Registration Number: 2306335
Registered Office:	Room 1706-12, 17/F., Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
Date and place of incorporation:	11 November 2015, Hong Kong
Issued share capital:	HKD15,000,000 (as at the date of this Agreement) HKD12,000,000 (as at Completion)
Shareholders and shares held:	New Medical Centre Holding Limited - 15,000,000 ordinary shares
Directors:	Lee, Heung Wing Lu, Lyn Wade Leslie Ma, Chi Min, Effinie Wu, Yun Chai
Secretary:	Evermax Consultants Limited

3. PARTICULARS OF NMIC

Name of Company:	The New Medical Imaging Center Limited
Registered Number:	Hong Kong Registration Number: 3040491
Registered Office:	Room 1706-12, 17/F., Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
Date and place of incorporation:	21 April 2021, Hong Kong
Issued share capital:	HKD100
Shareholders and shares held:	New Medical Centre Holding Limited – 100 ordinary shares
Directors:	Lee, Heung Wing Ma, Chi Min, Effinie
Secretary:	Evermax Consultants Limited

4. PARTICULARS OF HKMAI TST

Name of Company:	HONG KONG MEDICAL ADVANCED IMAGING (TST) LIMITED
Registered Number:	Hong Kong Registration Number: 3000126
Registered Office:	20/F., Devon House, Taikoo Place, 979 King's Road, Quarry Bay Hong Kong
Date and place of incorporation:	7 December 2020, Hong Kong
Issued share capital:	HKD 35,000,000 (as at the date of this Agreement) HKD 27,000,000 (as at Completion)
Shareholders and shares held:	Hui, Kei Tat - 7,000,000 ordinary shares Shum, Sing Fai John - 7,000,000 ordinary shares New Medical Centre Holding Limited - 17,850,000 ordinary shares Union Advanced Imaging Holding Limited – 3,150,000 ordinary shares
Directors:	Lee, Heung Wing Lu, Lyn Wade Leslie
Secretary:	Evermax Consultants Limited

PART B

Share capital of the Company following Completion

AIA Hong Kong Medical Services Limited	10,000 ordinary shares
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PART C

Share capital of HKMAI TST and HKMAI after completion of the transfers under Clause 6.1

HKMAI TST

New Medical Centre Holding Limited	35,000,000 ordinary shares
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HKMAI

Union Advanced Imaging Holding Limited	25,200,000 ordinary shares
HKOCM Holdings Limited	2,800,000 ordinary shares
Honour Year Limited	16,000,000 ordinary shares
Hui, Kei Tat	16,000,000 ordinary shares
Shum, Sing Fai John	16,000,000 ordinary shares
Ma, Chi Min Effinie	4,000,000 ordinary shares

SCHEDULE 2

COMPLETION

PART A

Seller's Obligations at Completion

1. At Completion, the Sellers shall deliver or make available to the Purchaser the following:
- (a) evidence of the due fulfilment of the Shareholder Condition;
 - (b) evidence of the due fulfilment of the Condition set out in Clause 7.1(b), including certified copies of relevant executed instruments of transfer, bought and sold notes and resolutions, and evidence of stamping and payment;
 - (c) the SHA Termination Deed duly executed by each Seller and the Company;
 - (d) the deeds of termination referred to in Clause 8.11;
 - (e) the release letter referred to in Clause 8.10 duly executed by each Seller, the Company and NMC and evidence of the settlement of receivables and payables referred to in Clause 8.10;
 - (f) evidence of the tax filings having been made in accordance with Clause 15.2;
 - (g) evidence of the bank account of HKMAI TST having been opened in accordance with Clause 8.13;
 - (h) evidence required to be provided under Clause 8.8;
 - (i) evidence of the renewal of the HKMAI TST Lease and the change of control consents in relation to the NMC Premises in accordance with Clause 8.4;
 - (j) evidence of NMIC having been wound up in accordance with Clause 8.16;
 - (k) evidence of the steps specified in Clause 8.14(a) having been taken in connection with the Agreed PICS;
 - (l) evidence of all pre-Completion steps specified in Schedule 12 with regard to the separation of HKMAI TST and NMC having been taken;
 - (m) evidence that Jade Master and the Guarantor are authorised to execute each Transaction Document to which they are a party;
 - (n) instruments of transfer duly executed by each Seller in favour of the Purchaser in relation to the Sale Shares to be sold by such Seller hereunder;
 - (o) sold notes duly executed by each Seller in favour of the Purchaser in relation to the Sale Shares to be sold by such Seller hereunder;
 - (p) duly cancelled share certificates in respect of the Sale Shares issued in the name of each Seller in relation to the Sale Shares to be sold by such Seller hereunder (or an express indemnity in a form satisfactory to the Purchaser in the case of any certificate found to be missing);
 - (q) the Employee Records of the Post-Completion Employees;

- (r) written resignations in the form set out in Part B of Schedule 9 of each of the persons referred to in Part A of Schedule 9, to take effect on Completion;
 - (s) evidence as to:
 - (i) the acceptance by the directors of each relevant Target Company of the resignations referred to in paragraph (r) above and of the appointment of such persons to take effect on Completion (within the maximum number permitted by the constitutional documents of the relevant Target Company) as the Purchaser may nominate as directors and (if relevant) secretary;
 - (ii) the approval by the directors of the Company of the transfer of the Sale Shares to the Purchaser, subject to stamping, if applicable; and
 - (iii) the approval by the directors of HKMAI and HKMAI TST of the transfer of the HKMAI Transfer Shares and the HKMAI TST Transfer Shares (as applicable) in accordance with this Agreement, subject to stamping, if applicable.
2. At Completion, the Sellers shall take such steps as are required of them to transfer the Sale Shares to the Purchaser, subject to stamping.
 3. At Completion, Ma Chi Min shall deliver or make available to the Purchaser the following:
 - (a) the Acting CEO Agreement, the Adviser Agreement and the New Service Agreement duly executed by him; and
 - (b) evidence of all steps required by Clause 8.7 to be taken before Completion having been taken.
 4. At Completion, Wu Yun Chai shall deliver to the Purchaser the Wu Employment Agreement duly executed by her.

PART B
Purchaser's Obligations at Completion

1. At Completion, the Purchaser shall deliver or make available to the Sellers the following:
 - (a) evidence that the Purchaser is authorised to execute each Transaction Document to which it is a party;
 - (b) instruments of transfer duly executed by the Purchaser in relation to the Sale Shares to be sold by each Seller hereunder; and
 - (c) bought notes duly executed by the Purchaser in relation to the Sale Shares to be sold by each Seller hereunder.
2. At Completion, the Purchaser shall pay the Initial Consideration to the Sellers in accordance with Clause 3.2.

SCHEDULE 3

WARRANTIES

1. Sellers

- 1.1 Each Seller which is a company is validly incorporated, in existence and duly registered under the laws of its jurisdiction of incorporation.
- 1.2 Each Seller has the requisite capacity (and, in the case of a company, power and authority) to enter into and perform its obligations under each of the Transaction Documents to which it is a party.
- 1.3 The Transaction Documents constitute or will, when executed, constitute legal, valid and binding obligations of each Seller enforceable in accordance with their terms, subject to any legal principles of general application and insolvency law.
- 1.4 The execution and delivery of, and the performance by each Seller of its obligations under, this Agreement and each other Transaction Document to be executed or delivered by them will not result in (i) where the Seller is a company, a breach of any provision of its constitutional documents; or (ii) a breach of Applicable Law.

2. Shares

- 2.1 Each Seller is the sole legal and beneficial owner of the Shares (including the relevant Sale Shares) held by it and has the right to exercise all voting and economic rights over such Shares. The Sellers together hold the entire issued Shares of the Company.
- 2.2 The Shares (including the Sale Shares) and the NMC Group Shares and have been properly and validly issued and allotted and are each fully paid.
- 2.3 Except as required by this Agreement, no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or transfer or repayment of any share capital or any other security giving rise to a right over, or an interest in, the capital of any Target Company under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).
- 2.4 All consents required by any Seller for the transfer of the Sale Shares have been obtained or will be obtained by Completion.
- 2.5 There are no Encumbrances on the Shares (including the Sale Shares) or the NMC Group Shares, nor has any agreement or commitment to create any such Encumbrance been entered into or given.
- 2.6 The Shares and the NMC Group Shares have not been and are not listed or traded on any stock exchange or regulated market.
- 2.7 The Sale Shares will on Completion constitute 100% of the Shares.

3. Target Companies

- 3.1 Each Target Company:
 - (a) does not have any interest in, and has not agreed to acquire, any share capital or other securities of any other company (wherever incorporated) other than as set out in Part A of Schedule 1; and
 - (b) does not have any branch, division, establishment or operations outside Hong Kong.

- 3.2 True copies of all joint venture agreements, shareholders agreements and other material documents in effect in relation to the governance of each Target Company are set out in the Data Room.
- 3.3 Save and except for the transactions contemplated under this Agreement, no corporate or group restructuring, including by way of merger, demerger or hive-down of assets is currently taking place or envisaged in relation to any Target Company.
- 3.4 There are no outstanding or potential funding obligations of any Target Company in respect of any other company or entity.
- 3.5 The particulars of the Target Companies contained in Part A of Schedule 1 are true and accurate.
- 3.6 Save as Disclosed, no shareholder agreement or similar agreement is in effect (whether or not binding on the Company) in relation to HKMAI TST.
4. **Constitutional Documents, Corporate Registers and Minute Books**
- 4.1 The constitutional documents in the Data Room are true and accurate copies of the constitutional documents of the Target Companies and there have not been and are not any breaches by any Target Company of its constitutional documents.
- 4.2 The registers and minute books required to be maintained by the Target Companies under the law of any relevant jurisdiction:
- (a) are up-to-date;
 - (b) are maintained in accordance with Applicable Law; and
 - (c) contain records of all matters required to be dealt with in such registers and books, in each case in all material respects.
- 4.3 All registers and books referred to in paragraph 4.2 are in the possession (or under the control) of the relevant Target Company or its company secretary or agent.
- 4.4 All material filings and registrations required by Applicable Law to be delivered or made by a Target Company to any relevant Governmental Authority have been duly delivered or made on a timely basis.
5. **Accounts**
- 5.1 The Accounts give a true and fair view of the consolidated financial position of the Company on the date as at which they were prepared and the financial performance and cash flows for the year ended on such date in accordance with HKFRS at the time they were audited.
- 5.2 The financial statements of each Target Company for the financial year ended on the Accounts Date give a true and fair view of the financial position of such Target Company on the date as at which they were prepared and the financial performance and cash flows for the year ended on such date in accordance with HKFRS.
- 5.3 Each Target Company has no liabilities, obligations, commitments, expenses or recharges of any type required to be reflected on a balance sheet of such Target Company prepared in accordance with HKFRS, consistently applied, except (i) those which are adequately reflected or reserved against in the Accounts or have been identified as unadjusted audit differences in the letter of representation provided by the directors of the Company to Ernst & Young in respect of the Accounts; (ii) those which have been incurred in the ordinary

course of business since the Accounts Date; and (iii) those arising out of this Agreement or the transactions contemplated hereby. Any related party balances between the Target Companies and a Seller Person as at the Accounts Date have been determined on a basis consistent with that adopted in the previous three financial years and have been fairly reflected in the books of the relevant Target Company in all material respects.

6. Finance

- 6.1 Each Target Company has no outstanding or available financial facilities (including loans, bonds and hedging instruments) or other Indebtedness.
- 6.2 There is no outstanding guarantee, indemnity, or other security or arrangement having an effect equivalent to the granting of security given:
- (a) by any Target Company; or
 - (b) for the benefit of any Target Company,
- which is material to the business of any Target Company.

7. Assets

- 7.1 All material assets relevant to or necessary for the conduct of the business of each Target Company which are included in the Accounts as well as any assets acquired by any Target Company since the Accounts Date, other than any assets disposed of or realised in the ordinary course of business, and excepting rights and retention of title arrangements arising by operation of Applicable Law in the ordinary course of business:
- (a) are legally and beneficially owned by the relevant Target Company;
 - (b) are, where capable of possession, in the possession or under the control of the relevant Target Company; and
 - (c) are free from Encumbrances.
- 7.2 The assets set out in Schedule 14 are wholly owned by one or more of the Target Companies (or such ownership will be transferred to the Target Companies before Completion pursuant to Clause 14.4 or Schedule 12) and the assets owned by the Target Companies are sufficient to carry on the Business as carried on as at the date hereof.

8. Intellectual Property and Information Technology

- 8.1 All licences granted to any Target Company in respect of Material Intellectual Property are disclosed in the Data Room and in respect of each such licence:
- (a) it is in full force and effect and no notice has been given to any relevant party to terminate it; and
 - (b) the obligations of all parties thereto have been complied with in all material respects and no disputes in relation thereto have arisen.
- 8.2 Full details of all Intellectual Property of any Target Company that is registered in any Intellectual Property registry anywhere in the world are contained in the Data Room.
- 8.3 To the Knowledge of the Sellers or the Guarantor, each Target Company has not received a notice alleging that the operation or products or services of such Target Company infringe or misuse the Intellectual Property of a third party, and no current operations or products or services of any Target Company infringe or misuse any Intellectual Property of any third party in any material respect. To the Knowledge of the Sellers or the Guarantor, each Target Company is not engaged in any outstanding dispute under which it is alleged that

the operations or products or services of such Target Company infringe the Intellectual Property of a third party.

- 8.4 Each element of the Business IT is owned by a Target Company or used under an agreement to which a Target Company is a party.
- 8.5 All material agreements relating to the Business IT are provided under written contracts with a Target Company. In relation to each such contract:
- (a) it is in full force and effect, no notice having been given by either side to terminate it; and
 - (b) the obligations of the relevant Target Company and, to the Knowledge of the Sellers or the Guarantor, of the relevant counterparty have been complied with in all material respects and no disputes that would enable a party to terminate it have arisen.
- 8.6 Each Target Company has complied in the three years prior to the date of this Agreement with all material requirements of Applicable Law in relation to data protection and there has been no information security incident, cyber incident or personal data breach in relation to any Target Company.
- 8.7 No Governmental Authority has alleged that any Target Company has failed to comply with Applicable Law in relation to data protection or threatened to conduct an investigation into or take enforcement action against any Target Company in relation to such matters.
- 8.8 To the Knowledge of the Sellers or the Guarantor, each Target Company has not been involved in a dispute with an individual in respect of any infringement or alleged infringement of Applicable Law in relation to data protection and each Target Company has not received a written claim for compensation from any individual in respect of any such infringement or alleged infringement in the three years prior to the date of this Agreement.

9. **Contracts**

- 9.1 Complete copies of all Material Contracts in force on the date of this Agreement are set out in the Data Room.
- 9.2 All Intragroup Arrangements are on arm's length terms and have been fully disclosed in the Data Room.
- 9.3 Each Target Company is not a party to or subject to any contract or transaction which is current and:
- (a) is not in the ordinary course of business;
 - (b) is not on an arm's length basis;
 - (c) has an unexpired term or likely duration of five years or more (other than pursuant to the Material Contracts); or
 - (d) materially restricts its freedom to carry on its business in any part of the world (other than pursuant to the Material Contracts).
- 9.4 Other than under the Material Contracts, each Target Company is not, nor has agreed to become, a party to any joint venture, consortium, partnership or shareholders' or similar agreement.

- 9.5 All Material Contracts are valid and binding obligations of the parties thereto and the terms thereof have been complied with in all material respects by the relevant Target Company and (to the Knowledge of the Sellers or the Guarantor) by the relevant other party thereto, and, to the Knowledge of the Sellers or the Guarantor, no notice of termination and no written allegation of any material breach has been received by any Target Company in respect of any such Material Contracts.
- 9.6 Neither entering into, nor compliance with, a Transaction Document nor Completion will result in a material breach of, or give any third party a right to terminate or vary, or result in any Encumbrance under any Material Contract to which any Target Company is a party.
10. **Employees and other Staff**
- 10.1 Details of any third-party service agreements including staffing/manpower agency agreements or service agreements with medical practitioners, independent consultancy/contracting or other agreements in place with regard to the Employees and the medical practitioners engaged by the Target Companies are set out in the Data Room.
- 10.2 There are no contractors other than medical practitioners who are regularly engaged in the business or operations of any Target Company.
- 10.3 None of the Staff or Transferring Employees has received or given notice to terminate his or her employment or engagement, or not renewed such engagement upon expiry of his or her previous engagement, and there are no proposals to terminate or not renew the employment or engagement of any Staff or Transferring Employee.
- 10.4 There are no terms of employment or engagement for any Staff which provide that a change of control of a Target Company shall require consultation with him or her or require his or her consent, entitle him or her to treat the change in control as amounting to a breach of his or her contract, entitling him or her to treat himself or herself as redundant or dismissed or to obtain any benefit (monetary or otherwise), or shall otherwise be triggered or become effective as a result of the change in control.
- 10.5 In the three years prior to the date of this Agreement, there has been no claim or allegation of any acts of bribery by any Staff or Transferring Employee under any Applicable Law.
- 10.6 The Data Room contains all material details of the Staff of the Target Companies and any Transferring Employees and any material benefits (including bonus, profit sharing, insurance, stock option and deferred compensation), pensions plan and retirement benefit funding, or other material employment or engagement terms, conditions and practices in relation to such Staff and Transferring Employees. All pensions and other benefits plans are being, and have in the three years prior to the date of this Agreement been, operated in compliance with their terms and with Applicable Law.
- 10.7 Each Target Company is not and has not been involved in any material dispute, strikes or work stoppages, unfair labour practices, labour inspection, claim or legal proceedings with or in relation to any Staff or former staff.
- 10.8 None of the Staff or Transferring Employees is subject to a current disciplinary sanction and there is not currently nor has there been within the three years prior to the date of this Agreement any disciplinary investigation or procedure or disciplinary sanction in relation to any of the Staff or former staff of the Target Companies or any Transferring Employee.
- 10.9 None of the Staff is in breach of his or her contract of employment or engagement or any obligation or duty which he or she owes to any Target Company which in any case could reasonably be considered to be material.

10.10 Each Target Company is in compliance with all Applicable Law with respect to employment, social security, and occupational safety and health and terms and conditions of employment in all material respects.

11. **Compliance**

11.1 All licences, consents and authorisations required under Applicable Law for the carrying on of the Business (the "Licences") have been obtained and are in force. To the Knowledge of the Sellers or the Guarantor, all Licences are being complied with in all material respects and no written and outstanding notification has been received by any Target Company or any Seller that any of such Licences is to be suspended, not renewed, modified or revoked. All medical practitioners and professionals and contractors employed or engaged by any Target Company are duly registered and licensed under the Medical Registration Ordinance and, to the Knowledge of the Sellers or the Guarantor, there are no circumstances which may reasonably be expected to result in the revocation, cancellation or suspension of their licences under the Medical Registration Ordinance. No material complaints have been received in the three years prior to the date of this Agreement in respect of such medical practitioners, professionals or contractors or any Target Company.

11.2 Each Target Company has in the three years prior to the date of this Agreement conducted its business in compliance with Applicable Law and each Target Company has not, in the four years prior to the date of this Agreement, been in breach of any such Applicable Law in any material respect.

11.3 No Target Company has in the three years prior to the date of this Agreement been the subject of any investigation or criminal or disciplinary proceeding by, or order, decree, decision or judgment of, any court, tribunal, arbitrator or Governmental Authority.

11.4 Each Target Company has not received any written and outstanding notice from any court, tribunal, arbitrator or Governmental Authority specifying a violation and/or failure to comply with any Applicable Law.

11.5 All medical laboratory technologists, occupational therapists, optometrists, physiotherapists and radiographers employed or engaged by a Target Company are registered under the Supplementary Medical Professions Ordinance.

11.6 Each Target Company and (to the Knowledge of the Sellers or the Guarantor) its Staff have been in compliance with all relevant guidelines and professional codes applicable to them, including any codes issued by the Medical Council.

11.7 Each Target Company and (to the Knowledge of the Sellers or the Guarantor) its Staff have not contravened the Undesirable Medical Advertisements Ordinance by publishing advertisements for the purpose of the business of such Target Company which may induce the seeking of improper management of health conditions stipulated in Schedules 1 and 2 of the Undesirable Medical Advertisements Ordinance.

11.8 All registered pharmacists of the Target Companies hold a valid practicing certificate and there is no material breach with respect to the retail sale of poisons (as defined under the Pharmacy and Poisons Ordinance) for the purposes of the business of the Target Company is conducted on registered premises and by a registered pharmacist or in his presence and under his supervision as required by the Pharmacy and Poisons Ordinance.

11.9 Each Target Company and its Staff have in the three years prior to the date of this Agreement, for the purposes of the business of such Target Company, only wholesale dealt in, sold or supplied pharmaceutical products, or a substance or article consisting of or containing any poison (as defined under the Pharmacy and Poisons Ordinance) through a person (i) that holds a wholesale dealer licence, (ii) is an authorised seller of poisons, or (iii) is a licensed manufacturer selling or supplying only pharmaceutical products

manufactured by the licensed manufacturer as required by the Pharmacy and Poisons Regulations.

- 11.10 Each Target Company is operating any private healthcare facility (as defined under the Private Healthcare Facilities Ordinance) in a manner consistent with the provisions of the Private Healthcare Facilities Ordinance in all material respects.
- 11.11 No Target Company nor (to the Knowledge of the Sellers or the Guarantor) any of its Representatives has directly or indirectly violated or taken any act in furtherance of violating any applicable anti-fraud, anti-corruption or anti-bribery laws or regulations.
- 11.12 No Target Company nor (to the Knowledge of the Sellers or the Guarantor) any of its Representatives has directly or indirectly taken any act in furtherance of any payment, gift, bribe, rebate, loan, payoff, kickback, or any other transfer of value – or offer, promise, or authorisation thereof – to any individual or entity, including any Government Official, for the purpose of: (i) improperly influencing or inducing such individual or entity to do or omit to do any act or to make any decision in an official capacity or in violation of a lawful duty; (ii) inducing such individual or entity to influence improperly his or her or its employer, public or private, or any Governmental Entity, to affect an act or decision of such employer or Governmental Entity, including to assist any individual or entity in obtaining or retaining business; or (iii) securing any improper advantage (e.g., to obtain a Tax rate lower than allowed by applicable law).
- 11.13 No Target Company nor (to the Knowledge of the Sellers or the Guarantor) any of its Representatives has in the course of their actions for or on behalf of any Target Company engaged directly or indirectly in any transaction: (i) connected with any of Crimea, Cuba, Iran, North Korea, or Syria; or (ii) connected with any government, country, or other individual or entity that is the target of U.S. economic sanctions administered by the U.S. Treasury Department Office of Foreign Assets Control (“**OFAC**”) including any transactions with specially designated nationals or blocked persons designated by OFAC; or (iii) prohibited by any law administered by OFAC or by any other applicable economic or trade sanctions law. No Seller or any of its Representatives or (where applicable) its beneficial owner is sanctioned under sanctions laws administered by the United States of America, the United Kingdom or the European Union or has been designated under such laws.

12. **Litigation**

- 12.1 Each Target Company is not involved whether as claimant or defendant or other party in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration, and to the Knowledge of the Sellers or the Guarantor, no such claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration is threatened.
- 12.2 There are no outstanding (and there have not been in the three years prior to the date of this Agreement any) legal or disciplinary proceedings, claims or actions against any medical Staff of a Target Company with regard to services provided in the course of their employment or engagement by the relevant Target Company, and to the Knowledge of the Sellers or the Guarantor, no such proceedings, claims or actions have been threatened.
- 12.3 No Target Company is subject to any continuing injunction, judgment or order of any court, arbitrator, governmental agency or regulatory body, nor in default under any order, suit, injunction or decree of any court.

13. **Real Properties**

- 13.1 The Data Room contains details of all real property owned by any Target Company and copies or details of all existing lease agreements in respect of any premises occupied or used by any Target Company (the “Lease Agreements”).

- 13.2 No material breach by any Target Company or, to the Knowledge of the Sellers or the Guarantor, any counterparty under any Lease Agreement is currently outstanding.
- 13.3 There are no outstanding claims, disputes or proceedings relating to or affecting any real property owned by any Target Company or any Lease Agreement.
14. **Tax**
- 14.1 In the five years prior to the date of this Agreement, all returns, computations, notices and information which are or have been required to be made or given by any Target Company for any Taxation purpose have been made or given within the requisite periods in good faith and on a proper basis and were up-to-date and correct in all respects, and none of them is, or is likely to be, the subject of any material dispute with or investigation by any Tax Authority.
- 14.2 Adequate provision or reserve (as appropriate) has been made in the Accounts in accordance with HKFRS for any Tax (whether actual, deferred, contingent or disputed, and whether an asset or a liability) assessed or liable to be assessed on a Target Company or for which it is accountable at the Accounts Date. Adequate provision has been made in the Accounts in accordance with HKFRS for any Tax asset arising on or before the Accounts Date.
- 14.3 In the five years prior to the date of this Agreement, each Target Company has not been party to any artificial or fictitious transaction for the purpose of the avoidance, evasion, intended avoidance or intended evasion of any liability to Taxation.
- 14.4 In the five years prior to the date of this Agreement, each Target Company has (i) duly and punctually paid all Taxation which it has been assessed by a Tax Authority as being liable to pay; (ii) duly and punctually deducted or withheld all amounts of or on account of Tax at source from any payments made or deemed to have been made by it and has duly paid or accounted for such amounts as required to any Tax Authority; and (iii) not been liable to pay a penalty, surcharge, fine or interest in connection with Tax.
- 14.5 Each Target Company has maintained proper and adequate records to enable it to comply in all material respects with its obligations to:
- (a) prepare and submit any information, notices, computations, returns and payments required in respect of any Applicable Law relating to Tax; and
 - (b) prepare any accounts necessary for compliance with any Applicable Law relating to Tax.
- 14.6 Each Target Company (i) is not currently under any audit, enquiries or examination by a Tax Authority that could result in the assessment of any amount of Tax or imposition of civil or criminal liability; (ii) has not on any occasion paid interest or any penalty in relation of Tax; and (iii) has not on any occasion filed a Tax Return outside the specified period for such filing.
- 14.7 There is no material outstanding or contemplated dispute or disagreement between any Target Company and any Tax Authority and, to the Knowledge of the Sellers or the Guarantor, there are no circumstances making such dispute or disagreement likely.
- 14.8 No Target Company will:
- (a) become liable to any Tax,
 - (b) become liable to repay a sum paid to it for the surrender of any loss, allowance or other amount eligible for surrender by another member of a group of which such Target Company forms part for Tax purposes, or

- (c) lose any relief, allowance or exemption in respect of Tax that would otherwise be available to it,

in consequence of entering into this Agreement, Completion or any of the transactions contemplated in this Agreement, except to the extent this Agreement expressly provides for the payment of any Tax.

14.9 Each Target Company has been resident for Taxation purposes in Hong Kong and nowhere else at all times since its incorporation and does not, and has not at any time had, a permanent establishment outside Hong Kong.

14.10 Each Target Company has not on any occasion paid (or had an obligation to pay) Taxation on income, profits or gains to any Taxation Authority outside Hong Kong.

15. Insurance

15.1 The Target Companies have in place insurance policies with regard to the risks and liabilities arising from their respective businesses (including as applicable public liability, all risk, employee compensation, professional indemnity, property, business disruption and D&O insurance) that comply with any requirements of Applicable Law, and all medical practitioners engaged by the Target Companies have in place professional indemnity coverage provided by the Medical Protection Society. All premiums and other amounts payable with regard to such insurance policies or cover have been paid and to the Knowledge of the Sellers or the Guarantor, no material claims have been made under such insurance policies or cover in the three years before the date of this Agreement or are outstanding.

16. Important Business Issues Since the Accounts Date

16.1 Since the Accounts Date:

- (a) the business of each Target Company has been carried on as a going concern in the ordinary course in all material respects;
- (b) no Target Company has taken any action that would have been prohibited by paragraphs 1(a), (q), (r), (t), (y) or (z) of Schedule 5 if taken after the date of this Agreement; and
- (c) there has been no Material Adverse Change.

17. Insolvency etc.

17.1 Each Seller and each Target Company is not insolvent, bankrupt or unable to pay its debts as they fall due, and there is no petition presented, proceeding commenced, meeting convened or resolution passed in relation to any compromise or arrangement with creditors, appointment of administrator, receiver, administrative receiver or manager, or any winding up, rehabilitation, bankruptcy or other insolvency proceedings, dissolution, liquidation, corporate reorganization or other similar relief under Applicable Law concerning it (or any such proceedings concerning any Seller which may adversely affect its ability to perform any of its obligations under any of the Transaction Documents).

17.2 No steps have been taken to enforce any security over any assets of any Target Company or any Seller.

SCHEDULE 4

LIMITATIONS ON LIABILITY

1. Notification of Claims

1.1 No Seller and/or the Guarantor shall be liable for any Warranty Claim or Indemnity Claim unless the Sellers shall have received from the Purchaser written notice of such Warranty Claim or Indemnity Claim:

- (a) in the case of a Warranty Claim other than a Tax Warranty Claim and a Title and Capacity Warranty Claim, on or before the date falling 18 months from the Completion Date;
- (b) in the case of a Tax Warranty Claim or an Indemnity Claim, the fifth anniversary of the Completion Date; or
- (c) in the case of a Title and Capacity Warranty Claim, the seventh anniversary of the Completion Date.

1.2 Any notice provided pursuant to paragraph 1.1 shall, in each case, be provided as soon as reasonably practicable after the Purchaser becoming aware of the matters giving rise to the Claim and shall contain such information, facts and circumstances with respect to the subject matter of the Claim (including a reasonable estimate of the quantum thereof) as is available to the Purchaser to enable the Sellers to assess the merits of the Claim, to act to preserve evidence and to make such provision as the Sellers may consider necessary or appropriate.

1.3 In connection with any matter or circumstance that may give rise to a Warranty Claim, the Purchaser shall allow, and shall procure that the Target Companies after Completion allow, as the Sellers and the Guarantor may reasonably request with reasonable prior notice, the Sellers and the Guarantor and their financial, accounting and/or legal advisers to investigate the matter or circumstance alleged to give rise to the Warranty Claim and whether and to what extent any amount is payable in respect of such Warranty Claim, including without limitation allowing the Sellers, the Guarantor and their financial, accounting and/or legal advisers the inspection of the books and records of the Target Companies.

1.4 Any Warranty Claim shall (if it has not been previously satisfied, settled or withdrawn) be deemed to have been irrevocably withdrawn and shall become fully barred and unenforceable, and the Sellers and the Guarantor shall not be liable for any such Warranty Claim, unless legal or arbitral proceedings in respect of the same have been commenced (whether by notice of arbitration otherwise) against the Sellers within 9 months of notification of the relevant Warranty Claim under paragraph 1.1.

2. Limitations on Quantum

2.1 The liability of the Sellers and the Guarantor hereunder in respect of Warranty Claims (other than in respect of Title and Capacity Warranties) shall be limited as follows:

- (a) the Sellers and the Guarantor shall not be liable in respect of any individual Warranty Claim (or a series of Warranty Claims arising from substantially identical facts or circumstances) where the liability agreed or determined in respect of any such Warranty Claim does not exceed 0.1% of the Consideration (and where such liability exceeds such amount, the Sellers and the Guarantor shall be liable for the whole amount of the claim as agreed or determined and not only the excess); and

- (b) the Sellers and the Guarantor shall not be liable in respect of any Warranty Claim unless the aggregate amount of all Warranty Claims for which it would otherwise be liable by virtue of paragraph (a) exceeds 1% of the Consideration (and where such amount is exceeded, the Sellers and the Guarantor shall be liable for the whole amount of the claims as agreed or determined and not only the excess).
- 2.2 The aggregate liability of the Sellers and the Guarantor in respect of all Warranty Claims other than Tax Warranty Claims and Title and Capacity Warranty Claims shall not exceed 30% of the Consideration.
- 2.3 The aggregate liability of the Sellers and the Guarantor in respect of all Warranty Claims and Indemnity Claims shall not exceed 100% of the Consideration.
- 3. **Third Party Claims**
- 3.1 If the matter or circumstance that may give rise to a Warranty Claim is a result of or in connection with a Third Party Claim, whether such claim is actual, alleged, threatened, suspected or potential, and whether relied upon by the Purchaser in bringing or supporting a Warranty Claim then the Purchaser shall:
 - (a) as soon as reasonably practicable give written notice to the Sellers of the Third Party Claim (unless disclosure of the details of the Third Party Claim would be contrary to Applicable Law);
 - (b) consult with the Sellers in relation to the conduct of the Third Party Claim and take reasonable account of the views of the Sellers before taking any action in relation to the Third Party Claim; and
 - (c) not make any admission of liability in respect of or compromise or settle any such claim or matter without the prior written consent of the Sellers (such consent not to be unreasonably withheld or delayed).
- 4. **Other Compensation**
- 4.1 The Sellers and the Guarantor shall have no liability in respect of a Warranty Claim to the extent that the matter or circumstance giving rise to that Warranty Claim has been or is made good or is otherwise compensable without Loss to the Purchaser or any Target Company.
- 5. **Recovery of Losses**
- 5.1 If the Purchaser is entitled for whatever reason to recover (whether by payment, third party insurance cover, discount, credit, relief or otherwise) from a third party, including an insurer, an amount which indemnifies or compensates (in whole or in part) the Purchaser in respect of the Loss which is the subject of the Warranty Claim, whether before or after the Sellers and/or the Guarantor have made payment hereunder, the Purchaser shall, as soon as reasonably practicable:
 - (a) give written notice to the Sellers of the details of such potential recovery (except to the extent such details are subject to legal privilege or their disclosure would be contrary to Applicable Law or any confidentiality obligations binding on the Purchaser);
 - (b) before steps are taken to enforce such Warranty Claim against the Sellers and/or the Guarantor, take reasonable steps to enforce such recovery from the third party where requested by the Sellers or the Guarantor under paragraph 5.1(c) below and subject to the provisions of such paragraph 5.1(c);
 - (c) take such action and institute such proceedings, and give such information and assistance, as the Sellers and the Guarantor may reasonably request to enforce

against any person (other than the Sellers and the Guarantor) the rights of the Purchaser in relation to the relevant entitlement to recover from the third party, provided that the Sellers and the Guarantor shall indemnify the Purchaser for all costs and expenses incurred as a result of any request or nomination by the Sellers or the Guarantor;

and any actual recovery (less any reasonable out of pocket expenses incurred in obtaining the same) shall reduce or satisfy, as the case may be, such Warranty Claim to the extent of such recovery.

- 5.2 If any amount is paid in discharge of all or part of a Warranty Claim and an amount is subsequently recovered by the Purchaser (whether by payment, third party insurance cover, discount, credit, set-off or otherwise) from a third party (including any insurer) in respect of the matter in relation to which the Warranty Claim was made, the Purchaser shall as soon as practicable repay to the Sellers a sum corresponding to the amount recovered from the third party net of reasonable out of pocket expenses of the Purchaser or relevant member of its Group (as the case may be) relating to such recovery and subject to the maximum repayment being equal to the amount paid by the Sellers or the Guarantor in discharge of all or part of such Warranty Claim.

6. No Liability for Contingent or Non-quantifiable Claims

If any Warranty Claim arises by reason of some liability of the Sellers and/or the Guarantor which, at the time such breach or claim is notified to the Sellers, is contingent only or otherwise not capable of being quantified, then the Sellers and the Guarantor shall not be under any obligation to make any payment in respect of such Warranty Claim unless and until such liability ceases to be contingent or becomes capable of being quantified, provided that nothing in this paragraph 6 shall prevent the Purchaser from notifying the Seller of any Warranty Claim or commencing legal proceedings in respect thereof as required under paragraph 1.4.

7. Future Legislation

The Sellers and the Guarantor shall not be liable under this Agreement in respect of any matter, act, omission or circumstance (or any combination thereof), including the aggravation of a matter or circumstance and any Losses arising therefrom, to the extent that the same would not have occurred but for:

- (a) the passing of, or any change in, any law, rule, regulation or administrative practice of any Governmental Authority or Tax Authority after the date hereof including (without prejudice to the generality of the foregoing) any increase in the rates of Tax or any imposition of Tax or any withdrawal of relief from Tax not actually (or prospectively) in effect at the date hereof; or
- (b) any change after the date hereof of any generally accepted interpretation or application of any legislation.

8. Remedial Claims

No liability will arise and no Warranty Claim may be made under this Agreement to the extent that the matter giving rise to such Warranty Claim is remediable unless the Sellers and/or the Guarantor have failed to remedy in full (without any Loss to any Target Company, the Purchaser or any member of its Group) such matter within the period of 60 days following the date of service of a notice by the Purchaser on the Sellers to remedy the relevant matter giving rise to a Warranty Claim.

9. Requests of the Purchaser

The Sellers and the Guarantor shall not be liable in respect of any Warranty Claim if such Warranty Claim would not have arisen but for any act, omission, transaction or arrangement (other than any act, omission, transaction or arrangement set out in or required by any Transaction Document) carried out at the written request of the Purchaser between the date hereof and Completion.

10. **No Double Recovery**

The Purchaser shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same matter, event or Loss.

11. **Consequential Losses**

The Sellers and the Guarantor shall have no liability for indirect or consequential Losses (except to the extent such Losses are reasonably foreseeable).

12. **Mitigation**

12.1 The Purchaser shall take reasonable steps to mitigate the Sellers' liability.

12.2 Nothing in this Schedule shall in any way restrict or limit any general obligation at law of the Purchaser to mitigate any loss or damage which it may suffer in consequence of any matter giving rise to any Claim.

13. **No exclusion of fraud etc.**

The provisions of this Schedule 4 do not limit the liability of the Sellers and/or the Guarantor for fraud or fraudulent misrepresentation.

SCHEDULE 5

PRE-COMPLETION CONDUCT

1. Subject to paragraph 3 below, from the date of this Agreement until Completion the Sellers shall procure that each Target Company conducts its business in the ordinary course consistent with past practice prior to the date of this Agreement and does not:
 - (a) make any change to the nature of its business;
 - (b) effect an amendment to its constitutional documents;
 - (c) discontinue or cease to operate its business or any part thereof;
 - (d) incur or commit to incur any capital expenditure in excess of HKD 200,000 individually or HKD 400,000 in aggregate;
 - (e) acquire any land or other real property;
 - (f) enter into a Material Contract or Intragroup Arrangement or amend the terms of any Material Contract or Intragroup Arrangement;
 - (g) take any action which would be reasonably likely to invalidate a Material Contract;
 - (h) terminate a Material Contract or Intragroup Arrangement;
 - (i) incur any liabilities outside the ordinary course of business;
 - (j) sell, transfer, assign or otherwise dispose of any material asset;
 - (k) enter into any arrangement with an insurance company of a material nature, other than with AIA;
 - (l) enter into any Indebtedness, make any advance or give any guarantee or indemnity;
 - (m) acquire or agree to acquire any business or any share or other interest in any company;
 - (n) create, allot or issue, or agree to create, allot or issue, or grant an option to subscribe for, any share capital of any Target Company or any other security giving rise to a right over the share capital of any Target Company;
 - (o) increase, reduce or otherwise alter its equity or share capital (including by way of a share split), except as expressly provided in Schedule 1;
 - (p) repay, redeem or repurchase, or agree to repay, redeem or repurchase, any of its share capital or undertake any other form of corporate reorganisation;
 - (q) make, or agree to make, any payment to any Seller Person or a Minority Shareholder other than as contractually owed under arm's length agreements entered into in the ordinary course and fully disclosed in the Data Room;
 - (r) assume, indemnify or incur any liability for the benefit of a Seller Person or a Minority Shareholder (or agree to do so) other than as contractually owed under arm's length agreements entered into in the ordinary course and fully disclosed in the Data Room;

- (s) make any change to its accounting, tax, medical, operational policies or practices, other than as required by Applicable Law;
 - (t) other than as set out herein, pay any fees of professional advisers or other transaction costs or expenses in relation to the transactions contemplated by this Agreement;
 - (u) make any change to the benefits or compensation of any Staff of the Target Companies;
 - (v) vary the terms of employment or engagement of any Staff of the Target Companies;
 - (w) make any payment to its directors, officers, employees or consultants other than as contractually owed under arm's length agreements entered into in the ordinary course and fully disclosed in the Data Room;
 - (x) deal with any asset or liability which is relevant for the purposes of determining the Consideration Adjustment Amount in a way which is inconsistent with a Target Company's normal course business operations;
 - (y) commence or settle any legal proceedings; or
 - (z) Encumber any of its assets.
2. Where a Seller or a Target Company desires to take any action or omit to take any action which is prohibited by paragraph 1 of this Schedule 5, such act or omissions shall be subject to the Purchaser's prior written consent, such consent not to be unreasonably delayed.
3. Nothing in paragraph 1 of this Schedule 5 shall operate to prevent or restrict the Sellers or any Target Companies from the date of this Agreement until Completion from:
- (a) complying with any requirement of a Governmental Authority or Applicable Law;
 - (b) taking any reasonable action in an emergency or disaster situation with the intention of minimising or otherwise mitigating the adverse consequence or effect of that situation in relation to any Target Company, the Sellers or ECH;
 - (c) taking any action required to be taken by any Transaction Document; and
 - (d) taking any action at the written request of the Purchaser.

SCHEDULE 6
TRANSFERRING EMPLOYEES

EC employee code	Name
EC010049	TANG SHUI KWAN QUEENIE
EC010201	CHAN WING YAN
EC010464	LAU PO YU POLLY
EC010718	HO WING YIN VIVIENNE
EC011518	CHAN FONG CHI ANDREI
EC011626	CHEUNG HOI YAN ABBIE
EC012955	LAM CHING TING CYMIE
EC012969	LAM KA WING WING
EC013450	LAM HOI PO PO
EC014415	LAU HIU MAN RACHEL
EC014732	LAU WING SZE WINNIE
UH5250	FUNG KWAI PING AKA
UH9262	CHAN SERENA GI WAH SERENA
UH9366	HUI SAU KWAN KWAN
UH9492	CHOW CHEUK YIU YOBE
UH9742	LEUNG KAM FUNG HELEN

SCHEDULE 7

CONSENT LEASES

1. Tenancy agreement between The New Medical Center Limited and Shahdan Limited, undated and for a term commencing on 29 September 2024
2. Tenancy agreement between The New Medical Center Limited and Shahdan Limited, undated and for a term commencing on 20 November 2025
3. Tenancy agreement between The New Medical Center Limited and Shahdan Limited, undated and for a term commencing on 20 November 2024

SCHEDULE 8
[RESERVED]

SCHEDULE 9

RESIGNATIONS AND APPOINTMENTS ON COMPLETION

PART A

All directors and the company secretary of the Target Companies, unless otherwise notified by the Purchaser to ECH at least 5 Business Days before the Completion Date

SCHEDULE 10
COMPLETION STATEMENT

Part A – Completion Statement principles

1. Applicable accounting principles, policies and procedures

The Completion Statement must be prepared in accordance with the following principles, policies and procedures, in the following order and priority:

- (a) first, the specific accounting principles, policies, procedures, methodologies, categorizations and estimation techniques set out in paragraph 2 of Part A of this Schedule, provided for the avoidance of doubt that to the extent of any inconsistency between paragraph 2 of Part A of this Schedule and the illustrative figures in Parts B, D and E of this Schedule, paragraph 2 of Part A shall prevail;
- (b) second, where an item is not covered by the specific accounting principles, policies, procedures, methodologies, categorizations and estimation techniques set out in paragraph 2 of Part A of this Schedule, in a manner consistent with the principles, policies, procedures, methodologies, categorizations and estimation techniques used to prepare the Accounts (as relevant to each Target Company); and
- (c) third, where none of the accounting principles, policies, procedures, methodologies, categorizations and estimation techniques referred to in paragraphs (1)(a) and (1)(b) above resolve the relevant question, in accordance with HKFRS.

2. Specific accounting principles, policies and procedures

- (a) The Completion Statement must be prepared as at the Completion Date without regard to any events that occur after Completion.
- (b) The amounts to be included in the Completion Statement will be calculated by reference to the nominal ledgers of each Target Company applying the requirements of paragraph 1 of Part A of this Schedule in the order and priority provided in that paragraph and in accordance with those specific procedures that would be adopted at a financial year end, including detailed analysis of prepayments, accruals, deferrals and cut-off procedures.
- (c) The Net Working Capital will comprise, and be limited to, those applicable line items set out in Part D of this Schedule 10, which are the same line items referenced in the Accounts. To the extent an asset or liability may “typically” form part of or comprise “working capital”, but is not included within those line items set out in Part D of this Schedule 10, such asset or liability will not be included within the Net Working Capital.
- (d) Trade receivables greater than 180 days shall be considered as non-recoverable and shall be fully provided for in the Completion Statement.
- (e) Hospital revenue and corresponding registered practitioner expenses and tax expenses shall be recognized and accrued for in the Completion Statement with reference to:

For hospital revenue:

- (i) the hospital statements that are related to the provision of medical services on or before the Completion Date ("Relevant Hospital Statements"); and
- (ii) provided that the Relevant Hospital Statements are received by NMC on or before the date that is 40 Business Days after the Completion Date ("Hospital Revenue Cut-off Date").

If the Relevant Hospital Statements are received by NMC after the Hospital Cut-off Date, the associated hospital revenue shall be recognized and accrued for in the following month. For the avoidance of doubt, the same hospital revenue shall not be double counted in any reporting period.

For registered practitioner expenses and tax expenses:

Registered practitioner expenses and tax expenses in relation to the Relevant Hospital Statements are accrued for in the following manner as consistent with the Accounts:

- (i) Registered practitioner expenses calculated as 50% of the hospital revenue with reference to the Relevant Hospital Statements; and
 - (ii) Tax expenses calculated as the prevailing profits tax rate multiplied by (i) above.
- (f) Inventories with a shelf life of less than 30 days that cannot be exchanged or refunded from suppliers shall be considered as non-recoverable and shall be fully provided for in the Completion Statement.
 - (g) Corporate income tax shall be calculated as if the taxable period were ending on the date immediately prior to the Completion Date. Any resulting corporate income tax payable shall be included in the Net Debt.
 - (h) Other payables shall be calculated in accordance with the way such accruals and provisions have been calculated in the Accounts, or, to the extent upon review of underlying records that such calculation is inconsistent with applicable law, in accordance with such law. For the avoidance of doubt, reinstatement provision and staff bonus accrual that were not provided for in the Accounts shall be provided for in the Completion Statement.
 - (i) Trade payables and other payables shall include, but not be limited to reinstatement provision, fees and expenses in relation to salaries payable (past and current), accrual for professional fees, and bonus payable (including but not limited to incentive compensation in relation to the transaction) to Staff and directors of the Target Companies, and any other payables as required by law or incurred for the purpose of complying with the law.
 - (j) Provision balances, including make good provisions, tax provisions, and allowance for doubtful accounts, shall not be reversed from their balances as of 31 March 2024.
 - (k) Amounts owed between Target Companies will be fully reconciled in the Completion Statement. Any unreconciled balances will be investigated and to the extent they cannot be resolved the receivable will be written down to match the payable.
 - (l) Pursuant to Clause 8.10(b) of this Agreement, the Sellers shall ensure that any receivable or payable of any Target Company due from or to ECH and its Affiliates or any other Seller Person is settled before Completion, and any expenses arising

from such settlement shall be borne in full by the Sellers. Without prejudice to such obligations:

- (1) if any expenses arising from this sub-paragraph (j) have become a liability of any Target Company (e.g. a tax payable of any Target Company), such expense payable shall be included in the Net Debt;
 - (2) any remaining payable balance of any Target Company due to ECH and its Affiliates or any other Seller Person as at the Completion Date shall be included in the Net Debt; and
 - (3) any remaining receivable balance of any Target Company due from ECH and its Affiliates or any other Seller Person as at the Completion Date shall be excluded from the calculation of Net Working Capital or Net Debt.
- (m) Any capital expenditure for fixed assets incurred or committed but not yet paid by any Target Company as at the Completion Date shall be included in the Net Debt.
- (n) Any declared but not yet paid dividends (including but not limited to any outstanding consultancy fee to Ma Chi Min for the medical services provided to the Target Company) by any Target Company as at the Completion Date shall be accrued in the Completion Statement and included in the Net Debt.
- (o) Any costs incurred but not yet paid by any Target Company in connection with (1) the transactions contemplated by the Transaction Documents which has not been accrued in other payables and accruals (other than under the Services Agreement), (2) the actions required under this Agreement to enable NMC and HKMAI TST to operate efficiently on a standalone basis (including but not limited to the items set out in Schedule 12 of this Agreement) as at the Completion Date shall be included in the Net Debt.
- (p) Deferred tax liabilities and deferred tax assets in relation to intangible assets arising from previous business combination at the consolidation level shall be excluded from the calculation of Net Debt. For the avoidance of doubt, any deferred tax liabilities and deferred tax assets balance other than the aforementioned nature shall be included in the calculation of Net Debt.

Part B – Consolidated Balance sheet

This Part B sets out an illustrative example of the Consolidated Balance Sheet as of 31 March 2024 (as if such date were the Completion Date).

<i>Illustrative figures (HKD'000)</i>	As at 31 March 2024	Category
Property, plant and equipment	38,207	Not applicable
Goodwill	275,671	Not applicable
Intangible assets	49,420	Not applicable
Interest in an associate	17,588	Not applicable
Rental and other deposits	1,606	Net Working Capital
Deferred tax assets	953	Net Debt (exclude deferred tax assets in relation to intangible assets arising from previous business combination at the consolidation level)
Total non-current assets	383,445	
Inventories	1,357	Net Working Capital (inventories with a shelf life of less than 30 days that cannot be exchanged or refunded from suppliers shall be fully provided for)
Trade receivables	22,274	Net Working Capital, (receivables that are greater than 180 days shall be fully provided for)
Prepayments, deposits and other receivables	4,076	Net Working Capital
Due from the immediate holding company	16,000	Not applicable
Due from fellow subsidiaries	15,067	Not applicable
Due from a director	-	Not applicable
Due from an associate	41,410	Not applicable
Tax recoverable	-	Not applicable
Cash and bank balances	120,100	Not applicable
Total current assets	220,284	
Total assets	603,729	
Trade payables	1,713	Net Working Capital
Other payables and accruals	13,025	Net Working Capital
Lease liabilities	6,910	Not applicable
Due to intermediate holding companies	151,611	To be settled before Completion, if not classified as Net Debt
Due to fellow subsidiaries	13,607	To be settled before Completion, if not classified as Net Debt
Tax payable	1,820	Net Debt
Total current liabilities	188,686	
Deferred tax liabilities	9,398	Net Debt (exclude deferred tax liabilities in relation to intangible assets arising from previous business combination at the consolidation level)
Lease liabilities	2,452	Not applicable
Other payables and accruals	220	Net Debt
Total non-current liabilities	12,070	
Total liabilities	200,756	

Net assets	402,973	
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Part C – Consideration Adjustment Amount

This Part C sets out an illustrative example of Consideration Adjustment Amount as of 31 March 2024 (as if such date were the Completion Date).

<i>Illustrative figures (HKD'000)</i>	As at 31 March 2024
Net Working Capital (per Part D)	13,169
Minus Target Working Capital	(14,575)
Plus Net Debt (per Part E)	(2,950)
Completion Adjustment Amount	(4,356)
Plus Consideration	858,000
Minus Initial Consideration	(772,200)
Consideration Adjustment Amount	81,444

Part D – Net Working Capital

This Part D sets out an illustrative example of Net Working Capital as of 31 March 2024 (as if such date were the Completion Date). For the avoidance of doubt, assets are positive and liabilities are negative.

<i>Illustrative figures (HKD'000)</i>	As at 31 March 2024
Rental and other deposits	1,606
Inventories	1,357
Trade receivables	20,868
Prepayments, deposits and other receivables	4,076
Trade payables	(1,713)
Other payables and accruals	(13,025)
Net Working Capital Amount	<u>13,169</u>

Part E – Net Debt

This Part E sets out an illustrative example of Net Debt as of 31 March 2024 (as if such date were the Completion Date). For the avoidance of doubt, assets are positive and liabilities are negative.

<i>Illustrative figures (HKD'000)</i>	As at 31 March 2024
Deferred tax assets	953
Tax payable	(1,820)
Deferred tax liabilities	(1,363)
Other payables and accruals	(220)
Reinstatement provision	(500)
Staff bonus accrual	[]
Capex payable	[]
Transaction expenses payable	[]
Payables in relation to the settlement / waiver of balances due from / to related parties	[]
Dividend payable	[]
Payables in relation to the enablement of HKMAI TST as a standalone entity	[]
Net Debt	<u>(2,950)</u>

SCHEDULE 11
PERMITTED FACILITIES

No.	Address	Brands
1	Flat 1607, Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui	Centre of Rehabilitation & Exercising Specialist
2	Suite 1603, 16/F, Kaiseng Commercial Centre, 4 & 6 Hankow Road, Tsim Sha Tsui	HK Orthopaedic & Clinical Myotherapy
3	Shop 803, 8/F, H Zentre, 15 Middle Road, Tsim Sha Tsui	PathLab Medical Laboratories
4	Suite 1701-1703, 26 Nathan Road, Tsim Sha Tsui	Premier Medical Centre
5	Shop 21, G/F, Park Hotel, 61-65 Chatham Road South, Tsim Sha Tsui	New York Spine and Physiotherapy Center
6	Shop No. 12, 1/F Harbour Crystal Center, 100 Granville Road, Tsim Sha Tsui East	Animal Medical Academy Hospital
7	Shop No. 12-17, G/F & Shop No. 9-25, 29-52, L/F, Harbour Crystal Center, 100 Granville Road, Tsim Sha Tsui East	Animal Medical Academy Hospital
8	Suite 1226, 12/F, Ocean Centre, 5 Canton Road, Tsim Sha Tsui	Bayley & Jackson Dental Surgeons
9	Suite 1214-15, 12/F, Ocean Centre, 5 Canton Road, Tsim Sha Tsui	Primecare Paediatric Wellness Centre
10	Suite 1404-5, 14/F, Ocean Centre, 5 Canton Road, Tsim Sha Tsui	Primecare Paediatric Wellness Centre
11	Suite 1426, 14/F, Ocean Centre, 5 Canton Road, Tsim Sha Tsui	Conya Dental Centre
12	No. 35-37 Cameron Road and No. 16 Granville Circuit, Tsim Sha Tsui, Hong Kong	Medical complex with various EC owned brands

SCHEDULE 12

Separation Conditions

Table 1 – Details of Specific Handover Activities for NMC

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
1	IT	New setup	Separate Network for NMC from ECH Network and create new Network for NMC	<ul style="list-style-type: none"> a) Separate existing network for NMC from ECH network b) Create new network for NMC c) Establish VPN link between NMC and HKMAI TST d) Execute an addendum to White Dolphin service contract to manage the new network for NMC and maintain the VPN link between NMC and HKMAI TST 	Build new internet gateway at NMC site with firewall and network security with VPN connection with HKMAI TST in order to decouple from ECH network.	<ul style="list-style-type: none"> i. Certificate of completion detailing the specifications (including updated network architecture/diagram) of the new network for NMC and VPN link between NMC and HKMAI TST ii. Acceptance sign-off by NMC ii. Fully executed addendum to White Dolphin service contract

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
2	IT	Transfer	Backup server	ECH to transfer secondary backup NAS server of NMC - physical and/or data to a new datacentre site to be managed by White Dolphin.		<p>Certificate of transfer as duly completed by White Dolphin and ECH.</p> <p>Sighting of NAS backup server prior to completion (if requested by Purchaser)</p> <p>Duly signed Addendum to White Dolphin service contract for management of secondary backup NAS server.</p>
3	HR	Doctors	Doctor retention	No less than 90% of the existing doctors of NMC listed in Appendix A will continue their service contract with NMC as of Completion Date.	ECH hereby confirms and warrants that all doctors due for contractual renewal have renewed their contracts with NMC.	Statement of confirmation signed by Ma Chi Min, CEO of NMC.
4	Finance & Operations	New setup	Update privacy statement to address gap in current privacy statement	<p>a) NMC to implement new privacy statement</p> <p>b) Inform all new patients of the revised privacy statement</p> <p>c) Update all existing patients of the change.</p>	Privacy statement and patient notification shall be reviewed and accepted by Purchaser prior to implementation.	<p>Evidence of new privacy statement being implemented.</p> <p>All existing patients have been notified of the new privacy statement by publication on the NMC website and by email or SMS.</p>

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
5	Finance & Operations	Transfer	Group insurance policies	ECH to transfer or procure standalone medical indemnity policy for NMC		<p>Copy of certificate of insurance and coverage schedule as well as policy wording of new insurance policies providing continuous cover from the existing ECH group policies on the same terms from Completion but naming NMC and NMH as the insured parties with ECH removed as insured party/party claiming under the insurance policy, or alternatively new insurance policies on terms acceptable to the Purchaser, in each case in respect of the following risks:</p> <ol style="list-style-type: none"> 1. Property Damage, Business Disruption 2. Public and Products Liability 3. Employee Compensation 4. Medical Malpractice

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
6	Finance & Operations	Transfer	Change of control consent in respect of leases	NMC to obtain landlord consent in respect of the Consent Leases and as otherwise required in respect of the NMC Premises	See also Clause 8.4(b)	Written consent of landlord to change of control in respect of relevant leases

Table 2 – Details of Specific Handover Activities for HKMAI TST

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
1	Provision of radiologist & other licensed doctors	New setup	Setup of service agreements with panel radiologists/ doctors for provision of services to HKMAI TST, as a non-ECH subsidiary	ECH to set up the service agreements with the radiologists and/ or doctors to provide services to HKMAI TST as a non-ECH subsidiary, which allow them to do so under the service agreements between radiologists and ECH Inclusive of medical services under the Service Agreement.		Satisfactory evidence of service agreements being in place with the relevant radiologists and doctors to perform the services required to be provided to HKMAI TST under the Services Agreement.

2	Customer services	Transfer	Transfer of contact assets	<p>ECH to transfer all HKMAI TST dedicated contact assets to the ownership of HKMAI TST e.g.</p> <ul style="list-style-type: none"> - Phone number - Fax number - Mobile phone number 	<p>Under HKBN contract:</p> <ul style="list-style-type: none"> - Direct Line on contract: 35719758 / 35719760 / 35719762/35719763 - normal phone 35719758: connected to printer 35719760: Card Payment Gateway 35719762: connected to printer 35719763: fax machine (打單房) - eFax: 37535877 - Fibre Boardband: 1G (line number #7630808557) <p>There will be 2 IP phone line for CS team to handle enquiries, which will be under Service Agreement:</p> <ul style="list-style-type: none"> - 21528537 NMC - 21206146 HKMAI TST public enquiries 	Service / subscription agreements under HKMAI TST for the contact asset
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Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
3	HR services	Transfer	Transfer of HKMAI TST employees	<p>ECH to transfer the employment contracts of Transferring Employees from ECH to HKMAI TST and ensure all employment related issues are addressed in a legally abiding manner (see also Clause 13 of the SPA)</p> <p>In the event that any of the Transferring Employees are not able to be transferred, ECH shall ensure that replacement full time resources are identified for contracting and onboarding to HKMAI TST or put in place interim resources from ECH.</p>	<p>ECH to prepare the new employment contract under HKMAI TST (subject to approval of its terms by the Purchaser), conduct communication session to inform employees of the change of employment and address their questions in relation to the employment terms and conditions</p> <p>ECH to ensure there is smooth transition with off-boarding from ECH and on-boarding to HKMAI TST where required off-boarding and on-boarding forms are duly completed and signed</p>	Copies of executed new employment contracts for Transferring Employees (or any replacement employees)
4	HR services	A - New setup	Setup of new employer account for MPF	ECH to assist HKMAI TST in the setup of new accounts to provide MPF contribution to the staff of HKMAI TST		Documentary proof of new MPF account set up

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
5	Marketing & referrals	New setup	Update brand & contact details on ECH and HKMAI digital assets & marketing collaterals	ECH and/or subsidiaries to provide notification banner on HKMAI and ECH website for HKMAI TST new name, brand and contact information for 6 months commencing on Completion Date.		Amendment as agreed with Purchaser made on website to go live on Completion Date.
6	Marketing & referrals	Renaming & update notifications	Notify Hong Kong Hospital Authority (HKHA) on update of information as HKHA approved imaging centre for HKHA referred cases.	ECH and/or subsidiaries to notify the HKHA of the changes / update of information. E.g.: <ul style="list-style-type: none"> o New entity name o New contact details, if any o Change to named radiologists, if any o Change to Authorised Person, if any 		Documentary proof of update & approval from HKHA

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
7	Marketing & referrals	New setup	Replacement of HKMAI TST centre signage and building directory with the new logo as provided by Purchaser no later than 4 weeks prior to Completion		If new logo design has not been provided by Purchaser by the stipulated time, this activity will be completed after Completion Date with support from ECH under the Service Agreement.	New logo for HKMAI TST centre installed at the entrance and building directory updated with the new name.
8	Imaging equipment	Transfer	Transfer of apparatus license	HKMAI TST to submit to the Hong Kong Radiation Board for the transfer of applicant for CT irradiating apparatus license	CT license 12757-0008-TH-0004, expiring on 17 May 2025	New license under HKMAI TST
9	Imaging equipment	Renaming & update notifications	Notify Hong Kong Radiation Board on apparatus license update	HKMAI TST to notify the Hong Kong Radiation Board of the renaming changes to irradiating apparatus license. This shall include but not limited to: <ul style="list-style-type: none"> o Mammogram machine o X-ray machine o CT machine 	Mammogram machine license 13228-0001-TH-0003, expiring on 5 April 2025 X-ray machine license 13228-0002-TH-0003, expiring on 5 April 2025	Copies of New License under new name of HKMAI TST for mammogram and Xray CT machine new license under the new name of HKMAI TST will be transferred to SA as obligation post Completion Date

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
10	Imaging equipment	Renaming & update notifications	Update company name on industrial, scientific and medical electronic machine license	HKMAI TST to notify name change to the Office of the Communications Authority for the operation of the MRI machine	MRI machine license IS08696	Copy of New License bearing the new name of HKMAI TST

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
11	Imaging equipment	Transfer	Transfer of maintenance agreement (major clinical equipment)	ECH and/or subsidiaries to notify Vendor and transfer the maintenance agreement of all medical / clinical equipment to HKMAI TST if it is not already contracted directly by HKMAI TST <ul style="list-style-type: none"> o CT machine o Mammography machine o X-ray machine o MRI machine o Ultrasound machine o Fibroscan 	<ul style="list-style-type: none"> i. CT machine (Model SOMATOM Definition Flash, maintenance by Siemens, expiring on 31 December 2025); ii. Mammography system (Model Mammography X-ray unit Polyrad SE, maintenance by QST Technologies, expiring date TBC); iii. X-ray machine (Model General X-ray System Clarity, maintenance by QST Technologies, expiring date TBC); iv. MRI machine (Model MAGNETOM Altea, maintenance by Siemens, expiring on 31st December 2025); v. Ultrasound machine (Model Logiq P9, maintenance by GE, expiring on 30 April 2025); vi. Fibroscan machine (Model CL Medtech Company Limited, maintenance by Echosens, expiring on 31 May 2025) 	Maintenance Agreements and service logs transferred to HKMAI TST

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
12	Imaging equipment	Transfer	Transfer of procurement document and ownership	Transfer procurement documents including any warranty, asset master with depreciation schedule as listed under Schedule 14	Assets were previously held under ECH.	- On-site asset sighting
13	Finance & Operations	Renaming & update notifications	Update Business Registration	HKMAI TST to notify name change to the Companies' Registry and to obtain a new Business Registration New name of HKMAI TST in English and Chinese shall be provided by Purchaser upon execution of the Share Purchase Agreement	BR 72457532-001-12-23-7, expiring on 6 December 2024	Copy of New BR

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
14	Finance & Operations	Transfer	Extension and transfer of lease agreements	Grand Best Union to notify landlord and novate to HKMAI TST all lease agreements for the premises operated by HKMAI TST for a new term of 3 years. This shall include the lease for the following locations: <ul style="list-style-type: none"> o 02/F09, Floor 02, HK Pacific Centre, 28 Hankow Road, Kowloon o 02/F10-13, Floor 02, HK Pacific Centre, 28 Hankow Road, Kowloon o 02/F, Roof 4, HK Pacific Centre, 28 Hankow Road, Kowloon; And any other premises that HKMAI TST currently has an operating lease over	02/F 09, Floor 02, HK Pacific Centre, 28 Hankow Road, Kowloon, expiring 31st December, 2024; 02/F 10-13, Floor 02, HK Pacific Centre, 28 Hankow Road, Kowloon, expiring 11th December, 2024; 02/F, Roof 4, HK Pacific Centre, 28 Hankow Road, Kowloon, expiring 12 November, 2024	Lease agreements between the landlord and HKMAI TST for new term of 3 years (see also Clause 7.1(d)) Written consent of landlord to change of control and change of business name in respect of relevant leases.

15	Finance & Operations	Transfer	Transfer of contracts to HKMAI TST	Transfer of all third party service agreements to HKMAI TST - Set up of drug procurement accounts - Cleaning contract - Waste Disposal contract - Copier -Phone/ Internet service contract (as applicable)	Suppliers: - Contrast medium: Bracco Far East Ltd. - X-ray film: Carestream Health Hong Kong Ltd - Patient label: Easy Scan Barcode Technology Ltd - Syringe for MRI injector: Growth Medical Ltd - Syringe for CT injector: Lanca Medical Ltd - Clinical consumable – - Miscellaneous: > Healthy Medical Company Limited > United Italian Corp (HK) Ltd - Consumables - disposable items: Medpower Co Ltd - Laboratory test: Medtec Medical Laboratory Centre - Medicine - TNG: Zuellig Pharma Limited - Pathology: In Touch, Limited - Courier: Kerry Express (Hong Kong) Ltd - Report folder and other printing materials: Print Shop	Copies of New Service / Supplier Agreements or Account Set Up Document under the name of HKMAI TST
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Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
16	Finance & Operations	New setup	Group insurance policies	ECH to procure insurance policies for the business of HKMAI TST naming NMH and HKMAI TST as the parties insured.		<p>Copy of certificate of insurance and coverage schedule as well as policy wording of new insurance policies providing continuous cover from the existing ECH group policies on the same terms from Completion but naming NMH and HKMAI TST as the insured parties with ECH removed as insured party/party claiming under the insurance policy, or alternatively new insurance policies on terms acceptable to the Purchaser, in each case in respect of the following risks:</p> <ul style="list-style-type: none"> - Property Damage, Business Disruption - Public and Products Liability - Employee Compensation - Medical Malpractice
17	Finance & Operations	New setup	Setup of 2 bank accounts for HKMAI TST	- ECH to set up 2 bank accounts	ECH to assist with change of bank mandate and name of HKMAI TST post Completion Date.	Account information and online banking details of 2 new bank accounts held under HKMAI TST

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
18	Finance & Operations	New setup	Setup of payment collection system / merchant account, including credit card POS	Setup of payment collection system / merchant account, including credit card POS under HKMAI TST with payment into HKMAI TST main bank account		Documentary proof and online banking details new account set up under HKMAI TST
19	Finance & Operations	New setup	Publish new privacy statement provided by Purchaser no later than 4 weeks prior to Completion within patient registration system and other patient notification systems as required	Prepare to implement digital and hardcopy patient registration form with the new privacy statement	If new privacy statement has not been provided by Purchaser by the stipulated time, this activity will be completed after Completion Date with support from ECH under the Service Agreement.	Sighting of new privacy statement mock up ready to go live in CSP and hardcopy form or any other patient notification channel immediately post Completion Date.

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
20	Finance & Operations	Transfer	Transfer of ownership of all hardcopy not held on-site within TST centre	<ul style="list-style-type: none"> - Ownership transfer of all hardcopy documents held at ECH/HKMAI premises or archived locations - Provision of register of documents - Sighting of documents - Set up of access right and continual storage obligations under the Service Agreement 		<ul style="list-style-type: none"> • Provision of register of documents • Sighting of documents under storage • Storage as service scope under Service Agreement
21	IT	Clinic Solutions Plus (CSP) software	Segregation from ECH	<p>HKMAI TST to continue on current application & related infrastructure. However, ECH will build 'Logical' Data Separation to ensure no functional access to HKMAI TST's data from outside of HKMAI TST. Restricted access may continue with ECH for the sole purpose of IT support & maintenance under the Service Agreement</p>	<p>Clinic management system that supports daily clinic operations, from patient booking, arrival, invoicing to patient diagnosis record storage. Currently the CSP system used by all clinics brands associated with ECH are hosted under one central server, hence migration effort is needed to decouple CSP data for TST standalone operation. The CSP was customized for the TST Imaging Center to enable unique features such as HA integrations</p>	<ul style="list-style-type: none"> • Certificate of completion issued by a 3rd Party which is from an accounting firm mutually agreed by the Parties certifying completion of the enhancement of CSP Application for Logical Data separation for HKMAI TST Historical and Future Data (“Item 21 Completion Certificate”). <p>Where the aforesaid Item 21 Completion Certificate cannot be provided at Purchaser’s review of this Condition being met for Completion, a demo to the satisfaction of the Purchaser will be provided to the Purchaser which shall constitute sufficient deliverable</p>

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
						<p>at time of Completion. However, the Item 21 Completion Certificate shall be provided no later than sixty (60) Business Days after the Completion Date pursuant to Clause 14.2 of the SPA.</p> <ul style="list-style-type: none"> • User Access Management Procedure to be provided to HKMAI TST (including specification on access provided to HKMAI TST and appointed staff from Purchaser, no more than 5 ECH IT staff for maintenance and support services under the Service Agreement and provide copies of the NDA executed with such ECH IT staff expressly detailed the non-disclosure obligations of HKMAI TST data) • Support & Maintenance procedures, including escalation matrix & regular maintenance schedule • Deploy data leakage protection (DLP) mechanisms (i.e. technical solutions / controls that scan / monitor systems in order to prevent and detect deliberate or inadvertent leakage)

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
						<ul style="list-style-type: none"> Executed Services Agreement granting continual use of CSP and related support services by ECH as further set out in the Services Agreement
22	IT	EC PACS	Change Healthcare provider on eHRSS Application - stay as such on ECH for operations continuity	<ol style="list-style-type: none"> New Healthcare provider registered with eHRSS Change to ensure Dicom images and health records for HKMAI TST are sent to eHRSS under changed healthcare provider credentials Testing together with eHRSS to ensure records are uploaded under HKMAI TST 	<p>EC PACS system is a backend system for storing of DiCom Image, which is transferred from ECS. It is used to store the DiCom format to fulfil Hong Kong government eHRSS requirements.</p> <p>The Electronic Health Record Sharing System (eHRSS) is a Hong Kong government electronic sharing platform which enables authorised healthcare providing organisations in the public and private sectors to access and share participating patients' electronic health records for healthcare purposes.</p>	<ul style="list-style-type: none"> Test completion certificate with signoff from eHRSS confirming Dicom Images and health records for HKMAI TST are sent to eHRSS under changed healthcare provider credentials ("Item 22 Completion Certificate"). Where the aforesaid Item 22 Completion Certificate cannot be provided at Purchaser's review of this Condition being met for Completion, ECH shall provide documentary evidence that application to the eHRSS has been made and pending approval which shall constitute sufficient deliverable at time of Completion. However, the Item 22 Completion Certificate shall be provided no later than sixty (60) Business Days after the Completion Date pursuant to Clause 14.2 of the SPA .

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
						Copy of support and escalation procedure Executed Service Agreement inclusive of support services
23	IT	Evolucare ECS Imaging	Transfer of license and service agreement	Transfer the license and service agreement with Evolucare to HKMAI TST	A web based imaging system externally developed by Evolucare that integrates the functionalities of RIS (radiology information system) within a PACS (picture archiving and communication systems) to optimize the activity of medical imaging services.	a) License and service agreement between Evolucare and HKMAI TST b) Copy of support and escalation procedure c) Executed Service Agreement inclusive of support services
24	IT	Syngovia	Transfer of license and service agreement	Transfer the license and service agreement with Siemens to HKMAI TST	Syngovia is a imaging software provided by Siemen for multimodalities.	a) License and service agreement between Siemens and HKMAI TST b) Certification of completion issued by Siemens for the transfer the hosting of Syngovia software back to server residing in HKMAI TST c) Copy of support and escalation procedure

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
25	IT	BridgeBuilder HRMS	Setup of separate & ringfenced IT / data environment and grant unique access right to assigned users	<ul style="list-style-type: none"> a. New Server set-up in ECH DataCentrehosting only HKMAI TST Data b. New HRMS license agreement c. New account set up and historical data migrated 	HR software for payroll, roster, leave and attendance record	<p>Certificate of completion issued by BridgeBuilder Copy of license and service agreement between BridgeBuilder HRMS and HKMAI TST</p> <p>(together, the “Item 25 Deliverables”)</p> <p>Where the aforesaid Item 25 Deliverables cannot be provided at Purchaser’s review of this Condition being met for Completion, ECH shall provide documentary evidence, to the satisfaction of the Purchaser, that BridgeBuilder has been engaged (e.g. signed Purchase Order) and work has commenced (e.g. Project Timeline) which shall constitute sufficient deliverable at time of Completion. However, the Item 25 Deliverables shall be provided no later than sixty (60) Business Days after the Completion Date pursuant to Clause 14.2of the SPA.</p> <p>Executed Service Agreement inclusive of HR support services</p>

Item No.	Category	Pre-completion activity type	Activity	Activity description	Supplemental Information to Activity Description	Deliverable for Completion Certification
26	IT	Asset transfer of IT devices	Transfer of ownership of devices such as Laptops, PCs, Monitors, IP Phones - platon phone system, Printers, TVs, UPS, Cameras, NVR, Door Pads			Evidence of transfer of ownership (see also Clause 14.4) Executed Service Agreement inclusive of support services Copy of support and maintenance procedure including escalation matrix & regular maintenance Schedules
27	IT	Network Access and Backup	Continual provision of access to ECH network and backup support			Executed Service Agreement inclusive of network management services
28	IT	New Email Domain Hosting	Create new email domain and migrate HKMAI TST to new email domain	Engage White Dolphin to set up new domain hosting for HKMAI TST based on domain name as provided by Purchaser		Establishment of new email domain hosting and creation of new email accounts for HKMAI TST users Executed addendum to White Dolphin service agreement to include email domain hosting and management services Acceptance sign-off from HKMAI TST users on new email domain access and functionality

Schedule 12 – Appendix A

LIST OF EXISTING DOCTORS OF NMC

Name	Registration Number		Specialist Registration Number	Chinese name
Dr. Chan Chi King Micah	M14694		S28-0456	陳子敬
Dr. Wong Chung Tak	M12972		S28-0397	黃頌德
Dr. Fong Kwong Wai Anthony	M15715		S28-0531	方廣偉
Dr. Mak Wing Chung Tony	M12086		S28-0491	麥穎忠
Dr. Wong Kam Cheung Kandy	M16368		S28-0569	黃淦璋
Dr. Ho Kai Tin	M14415		S17-0181	何佳鈿
Dr. Lai Kin Bon	M14433		S17-0152	黎健邦
Dr. Wong Wai Lun	M09224		S13-0176	黃煒倫
Dr. Chau Chi Hong	M14714		S13-0204	周志康
Dr. Chan Lip Kiong	M11017		S13-0169	陳力強
Dr. Mak Chong Yin	M16203		S08-0448	麥仲寅
Dr. Tam Man Sum	M14993		S06-0455	譚敏芯
Dr. Wan Yee Ki	M16361		S06-0518	溫綺琪
Dr. Mak Wai Kit	M13500		S30-0064	麥偉傑

SCHEDULE 13

EARN-OUT

Earn-out Statement

The following table sets out an illustrative example of the Nova Gross Profit for the 12 months ended 31 March 2024 (as if such date were the Earn-out Year End Date).

For the 12 months ended 31 March 2024 <i>Illustrative figures (HKD'000)</i>	NMC	HKMAI TST	Total
Revenue	230,825	36,329	267,154
Less: Cost of inventories and consumables	(20,048)	(2,219)	(22,267)
Less: Registered practitioner expenses	(99,209)	(7,080)	(106,289)
Gross Profit	111,568	27,030	138,598

SCHEDULE 14

TARGET COMPANY ASSETS

Asset list for NMC

Material Asset List (Medical Equipment)

Type	Asset Description	No. of Items	Purchase Date
Medical Equipment	32 INCH 4K Ultra High Definition LCD Monitor	1	3/31/2022
Medical Equipment	627-MIDMARK Barrier-Free Exam Chair	1	9/10/2019
Medical Equipment	627-MidMark Barrier-Free Exam Chair	1	6/29/2018
Medical Equipment	CLV-290SL Xenon Light Source	1	6/22/2017
Medical Equipment	CLV-290SL Xenon Light Source	1	9/22/2017
Medical Equipment	CV-1500 Video System Center	1	10/29/2021
Medical Equipment	CV-290 Video System Center	1	6/22/2017
Medical Equipment	CV-290 Video System Center	1	6/20/2017
Medical Equipment	Cystoscopy system & Equ	1	7/9/2019
Medical Equipment	Deluxe Two-Channel Magnetic Flux, Vibrations, heat Therapy Unit	1	4/16/2018
Medical Equipment	Emergency Stretcher	4	10/29/2021
Medical Equipment	Emergency Stretcher	4	3/10/2022
Medical Equipment	Evis Lucera Colonovideoscope Standard Set	2	3/31/2022
Medical Equipment	Evis Lucera Elite Gastrointestinal Videoscope	2	6/22/2017
Medical Equipment	Evis Lucera Elite Gastrointestinal Videoscope	2	9/22/2017
Medical Equipment	Evis Lucera Elite Gastrointestinal Videoscope	1	3/31/2022
Medical Equipment	GE Tradmill System	1	2/15/2017
Medical Equipment	HD7 system XE Multi-speciality Diagnostic Ultrasound system	1	2/2/2017
Medical Equipment	Heal Force Toplite G6000 Surgery Shadowless Lamp (single head)	1	6/21/2016
Medical Equipment	HS50 NCW 3P V2.04	1	10/12/2023
Medical Equipment	HS60 NCW V2.0	1	8/5/2019
Medical Equipment	KM 10020681 WM-NP2 Narrow workstation	1	6/22/2017
Medical Equipment	KM 10020681 WM-NP2 Narrow workstation	1	9/22/2017
Medical Equipment	KM 10035368 WM-NP3 Mobile workstation	1	3/31/2022
Medical Equipment	Linet Graceiella GKC-AX Gynaecological Chair	1	6/26/2023
Medical Equipment	Lucera Elite Colonovideoscope Standard Set	2	6/22/2017
Medical Equipment	Lucera Elite Colonovideoscope Standard Set	2	9/22/2017
Medical Equipment	MGI-Oxygen & Vacuum Air System	1	4/25/2017
Medical Equipment	Oer-AW Two Endoscopes Reprocessor (220V)	1	6/22/2017
Medical Equipment	Oer-AW Two Endoscopes Reprocessor (220V)	1	9/22/2017
Medical Equipment	Oer-AW Two Endoscopes Reprocessor (220V)	1	3/31/2022
Medical Equipment	Oev-262h 26 Inch High Definition, LCD Monitor	1	6/22/2017
Medical Equipment	Oev-262h 26 Inch High Definition, LCD Monitor	1	9/22/2017
Medical Equipment	Owi WB91051W ESG-400 HF Unit	1	6/22/2017
Medical Equipment	Philips Affiniti 70W Diagnostic Ultrasound system	1	6/12/2018
Medical Equipment	Pulsed & Continous Microwave One-Channel Unit	1	5/10/2018
Medical Equipment	RWLF-00056 Piezowave 2 Control Unit	1	4/13/2018
Medical Equipment	Supply & Installation of Water Filtering system for OEV-AW	4	3/31/2022
Medical Equipment	Therapy Source FB10 G6	1	9/29/2022
Medical Equipment	Transport Stretcher	4	6/21/2016

Medical Equipment	Tuttnauer 2540EK Sterilizet	1	6/21/2016
Medical Equipment	Tuttnauer Edge 10 Sterilizet	1	3/10/2022
Medical Equipment	Vivid T8 V204 System	1	11/29/2022
Medical Equipment	Water Filtering system for OEV-AW	1	6/22/2017

Condition and status as of 5/11/2024

Material Asset List (Others)

Type	Asset Description	No. of Items
IT - Desktop	NMC-PC19 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC035 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-Dell-PC2800 / Dell Inc. / OptiPlex 5000	1
IT - Desktop	NMC-Dell-PC17 / Dell Inc. / OptiPlex2060	1
IT - Desktop	Desktop-QGAQSNR / Dell Inc. / OptiPlex 7080	1
IT - Desktop	Desktop-HIRU9SM / AMD / AMD Morefine	1
IT - Desktop	NMC-PC20 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	Desktop-SEC1CEK / Avita / NS14Ab	1
IT - Desktop	no name / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC01 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC06 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC02 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMCMINI-PC03 / AMD / AMD Morefine	1
IT - Desktop	NMC-Dell-PC-25 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC05 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-Dell-PC-20 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	Desktop-5CDMBE6 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-Dell-PC-18 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	DoctorRM5 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC28 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-Dell-Aio-2 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-PC29 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	DESKTOP-N940ISG / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-PC12 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC031 / Dell Inc. / OptiPlex 3090	1
IT - Desktop	NMC-PC034 / Dell Inc. / OptiPlex 3090	1
IT - Desktop	NMC-Dell-PC-26O / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC15 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PO030 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-PC13 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC10 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	DESKTOP-HLCR1JK / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-CN-PC / Swift / SF314-52	1
IT - Desktop	Desktop-PUET0VN / Dell Inc. / OptiPlex 3060	1
IT - Desktop	Desktop-SMES0LV / Dell Inc. / OptiPlex 5000	1
IT - Desktop	Desktop-8KIRSL7 / Dell Inc. / OptiPlex 5000	1
IT - Desktop	Desktop-4KC8LGM / Dell Inc. / OptiPlex 7080	1
IT - Desktop	Desktop-KRNA502 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-Dell-PC027 / Dell Inc. / OptiPlex 5000	1
IT - Desktop	DESKTOP-GMTA962 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC03 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	Desktop-PTGH8QF / Dell Inc. / OptiPlex 5070	1

IT - Desktop	Desktop-85Q6PPT / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC09 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	Desktop-65K2MEB / Dell Inc. / OptiPlex 3060	1
IT - Desktop	Desktop-OG6QBIN / Dell Inc. / OptiPlex 5000	1
IT - Desktop	Desktop-0O66HH3 / Dell Inc. / OptiPlex 5070	1
IT - Desktop	Desktop-M3IMBS6 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-Dell-PC-1 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	Desktop-HJ572Q0 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-Dell-PC-3 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC22 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-Dell-Pc-24 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC030 / Dell Inc. / OptiPlex 3090	1
IT - Desktop	NMC-PC032 / Dell Inc. / OptiPlex 3090	1
IT - Desktop	NMC-PC033 / Dell Inc. / OptiPlex 3090	1
IT - Desktop	NMC-Dell-PC-9 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	Desktop-KVPCP3A / Dell Inc. / OptiPlex 5070	1
IT - Desktop	Desktop-VUSIPCI / Dell Inc. / OptiPlex 5070	1
IT - Desktop	NMC-PC04 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	Desktop-SH2AJO1 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-Dell-PC-26O / Dell Inc. / OptiPlex 5090	1
IT - Desktop	reception1 / Dell Inc. / OptiPlex 7080	1
IT - Desktop	NMC-Dell-PC-23 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-Dell-PC-15 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC16 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-DELL-PC-5 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	Desktop-0BS3UI0 / Dell Inc. / OptiPlex 5070	1
IT - Desktop	NMC-PC23 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC14 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	Desktop-B7NDSSV / Dell Inc. / OptiPlex 5090	1
IT - Desktop	NMC-Dell-PC-21 / Dell Inc. / OptiPlex 3060	1
IT - Desktop	NMC-PC25 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC26 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-PC27 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	??? / Dell Inc. / OptiPlex 3240 AIO	1
IT - Desktop	NMC-PC21 / Dell Inc. / OptiPlex 3080	1
IT - Desktop	NMC-Dell-PC029 / Dell Inc. / OptiPlex 5000	1
IT - Desktop	BackupServer / Dell Inc. / OptiPlex 3040	1
IT - TV	LG / 55UF8400-CA	1
IT - TV	LG / 49UF6400-CA	1
IT - TV	LG / 55UJ6300-CA	1
IT - TV	LG / 55UJ6300-CA	1
IT - TV	LG / 55UJ6300-CA	1
IT - TV	Samsung / 6 Series (55)	1
IT - TV	Samsung / 6 Series (55)	1
IT - TV	Panasonic / ??	1
IT - Printer	NMC Day Procedure Center reception / Kyocera / TASKalfa 3253ci	1
IT - Printer	NMC 1712 reception / Zebra / Zebra ZD410	1
IT - Printer	NMC Admin Room / Brother / HL-L2375DW	1
IT - Printer	NMC Admin Room / Brother / MFC-L2715DW	1
IT - Printer	NMC Admin Room / Epson / XP-4101	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC / Zebra / Zebra ZD411	1

IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC 超聲波 Room / HP / Color LaserJet Pro M255dw	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC / Zebra / Zebra ZD410	1
IT - Printer	NMC 超聲波 Room / Brother / DCP-T8200DW	1
IT - Printer	NMC Dr RM13 / Brother / HL-L2375DW	1
IT - Printer	NMC Dr RM14 / Brother / HL-L2375DW	1
IT - Printer	NMC Dr RM3 / Brother / HL-L2375DW	1
IT - Printer	NMC 手術 reception / Brother / DCP-T8200DW	1
IT - Printer	NMC Dr Rm20 / Zebra / Zebra ZD411	1
IT - Printer	NMC new ring reception / Brother / MFC-L2715DW	1
IT - Printer	NMC Dr Rm5 / Brother / MFC-9330CDW	1
IT - Printer	NMC Ultrasound Diagnostic Unit / HP / Color LaserJet pro M454nw	1
IT - Printer	NMC Dr Rm4 / Zebra / Zebra ZD410	1
IT - Printer	NMC Dr Rm4 / Brother / MFC-L2715DW	1
IT - Printer	NMC Dr Rm2 / Zebra / LP2824 Plus	1
IT - Printer	NMC Dr Rm2 / HP / Color LaserJet pro M154nw	1
IT - Printer	NMC Dr Rm16 / Brother / HL-L2375DW	1
IT - Printer	NMC Dr Rm17 / Brother / MFC-L2715DW	1
IT - Printer	No Entry Rm / Kyocera / ECOSYS M3540dn	1
IT - Printer	Reception / Kyocera / ECOSYS FS 4100DN	1
IT - Printer	Reception / Kyocera / TASKalfa 3554Ci	1
IT - Printer	Reception / Brother / HL-L2375DW	1
IT - Printer	Reception / Brother / HL-L2375DW	1
IT - Printer	Reception / Zebra / Zebra ZD410	1
IT - Printer	Reception / Brother / HL-L2375DW	1
IT - Printer	Reception / HP / HP OfficeJet Pro 9010e	1
IT - IPAD	Apple / IPAD Air	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD Air	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 10	1
IT - IPAD	Apple / IPAD 9	1
IT - IPAD	Apple / IPAD 9	1

Condition and status as of 30/6/2024

Asset List for HKMAI TST

Asset List (Operation Equipment)

Type	Asset Description	Day of Purchase
Operation Equipment	EDAN SE-1200 Express Electrocardiograph	4/20/2021
Operation Equipment	Nedek Oxygen Concentrator	4/20/2021
Operation Equipment	Insausti Emergency Trolley	4/20/2021
Operation Equipment	Insausti Emergency Trolley	4/20/2021
Operation Equipment	EDAN Vital Signs Monitors iM3	4/28/2021
Operation Equipment	EDAN Vital Signs Monitors iM3	4/28/2021
Operation Equipment	Cardiac Science Powerheart AED G5 Fully	4/28/2021
Operation Equipment	Istat Alinity Instrument With eGFR Calculation	5/7/2021
Operation Equipment	Siemens CT SOMATOM Definition Flash	5/31/2021
Operation Equipment	Siemens MRI MAGNETOM Altea	5/31/2021
Operation Equipment	Siemens System syngo via	5/31/2021
Operation Equipment	Logio P9 Ultrasound System	10/11/2021
Operation Equipment	FC-3E-4E Multi Purpose Treatment Bed	9/16/2021
Operation Equipment	Planmed "Clarity" Mammography 3D System	12/1/2021
Operation Equipment	Radiologia Polyrad S Radiographic Digital System	11/1/2021
Operation Equipment	Fibroscan 530 Compact With M Probe and CAP	1/31/2022
Operation Equipment	Planmed "Clarity" Mammography 3D System Workstatio	4/1/2023

Condition and status as of 5/11/2024

Asset List (Others)

Type	Asset Description	Day of Purchase
Computer	PowerEdge R340 Server	3/12/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5490	4/13/2021
Computer	Dell Inspiron 5400	8/27/2021
Computer	Dell Inspiron 5400	8/27/2021
Computer	Dell Inspiron 5400	8/27/2021
Computer	Dell Inspiron 5400 - 23.8" - 7314	2/23/2022
Computer	PACS-RIS Modality Connection Licenses	3/24/2022 ¹
Leasehold Improvement	Design and Build - VO2_E Lighting	12/7/2020
Leasehold Improvement	Fire Services System (Renovation Work)	12/7/2020
Leasehold Improvement	Fire Services System (Variation Order)	3/25/2021
Leasehold Improvement	Electrical Installation	12/3/2020

¹ Note for items shaded in yellow: Inspiron 5400 AIO x 11

Leasehold Improvement	供應及安裝保護板工程	3/31/2021
Leasehold Improvement	Water Pipe and Drain Pump Pipe Installation	11/25/2020
Leasehold Improvement	Access Control System	3/31/2021
Leasehold Improvement	VO1 Air Conditioning Work	4/1/2021
Leasehold Improvement	Design and Build Works	4/1/2021
Leasehold Improvement	Exterior Works	4/1/2021
Leasehold Improvement	CT Room Lead Lining	4/30/2021
Leasehold Improvement	不銹鋼招牌及修改捫布牆身	5/7/2021
Leasehold Improvement	V03 Autodoor for X-Ray	7/23/2021
Leasehold Improvement	安裝 CCTV 網絡系統工程 Unit B	8/20/2021
Leasehold Improvement	Fire Service Work for HK Pacific 209	8/18/2021
Leasehold Improvement	Design and Build Works Rm209	9/9/2021
Leasehold Improvement	Unit 9 Sprinkler system	8/31/2021
Leasehold Improvement	Shielding Protection for X-Ray Room	9/1/2021
Leasehold Improvement	Air-Conditioning System	9/1/2021
Leasehold Improvement	E lighting and Exit Signage	8/31/2021
Leasehold Improvement	Lighting Modification V04 (RM 209)	10/20/2021
Leasehold Improvement	VO2 Design and Build Works	4/1/2022
Office Equipment	LG 65 UN8100 TV (Model: 68UN8100PCA)	4/8/2021
Office Equipment	LG 55 UN7400 TV (Model: 55UN7400PCA)	4/8/2021
Office Equipment	Platon Phone	4/8/2021
Office Equipment	Platon Phone	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021
Office Equipment	Phone Set	4/8/2021 ²
Office Equipment	Philips Digital Pocket Memo With Barcode Scanner	4/14/2021
Office Equipment	Philips Digital Pocket Memo With Barcode Scanner	4/14/2021
Office Equipment	SMP3710 Philips speechMike Premium Touch	4/14/2021

Condition and status as of 30/6/2024

² Note for items shaded in yellow: Platon Phone and Phone sets include Snow M25 x 13 (stocktake: quantity = 11) and Dect Station x 2 (in the ceiling and server rack cabinet)