

DATED THE 8<sup>TH</sup> DAY OF JULY 2024

**TREASURE WAGON LIMITED**  
(as “Vendor”)

and

**GREAT BAY SECURITIES LIMITED (大灣區深港有限公司)**  
(as “Overall Coordinator and Placing Agent”)

and

**CHINA HEALTH GROUP LIMITED (中國衛生集團有限公司)**  
(as “Company”)

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**PLACING AND SUBSCRIPTION AGREEMENT**

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**LI & PARTNERS**

**李偉斌律師行**

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*Our Ref:*

**THIS AGREEMENT** is made on the 8<sup>th</sup> day of July 2024

**AMONGST:**

- (1) **TREASURE WAGON LIMITED**, a company incorporated in Samoa with limited liability, whose registered office is situated at Vistra Corporate Services Centre, Ground Floor, NPF Building, Beach Road, Apia, Samoa (the “**Vendor**”);
- (2) **GREAT BAY SECURITIES LIMITED (大灣區深港有限公司)**, a company incorporated in Hong Kong with limited liability, whose registered office is situated at Room 2526-2536, 25/F, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong (the “**Placing Agent**”); and
- (3) **CHINA HEALTH GROUP LIMITED (中國衛生集團有限公司)**, a company incorporated in Bermuda with limited liability and carrying on business in Hong Kong as CHG HS Limited, the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 673), and whose registered office is situated at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (the “**Company**”).

**WHEREAS:**

- (A) The Company was incorporated in Bermuda with limited liability, the issued shares of which are listed on the Main Board of the Stock Exchange (stock code: 673). As at the date of this Agreement, the Company has an authorised share capital of ordinary shares of HK\$10,000,000,000 of HK\$0.10 divided into 100,000,000,000 Shares, of which 478,994,763 Shares have been issued and are fully paid or credited as fully paid.
- (B) At the date of this Agreement, the Vendor holds 135,992,000 Shares representing approximately 28.39% of the entire issued share capital of the Company.
- (C) The Vendor has agreed to sell the Placing Shares at HK\$0.8 per Placing Share and the Placing Agent has agreed to procure, as agent of the Vendor, Placees for the Placing Shares on a best effort basis upon the terms and subject to the conditions set out in this Agreement.
- (D) The Company has agreed to issue to the Vendor, and the Vendor has agreed to subscribe for, the Subscription Shares upon the terms and subject to the conditions set out in this Agreement. The Subscription Shares will be allotted and issued pursuant to the General Mandate.
- (E) As at the date of this Agreement, no Shares have been allotted and issued under the General Mandate.
- (F) Application will be made to the Stock Exchange by the Company for the listing of, and permission to deal in, the Subscription Shares.

**IT IS HEREBY AGREED:**

1. INTERPRETATION

In this Agreement, including the recitals and schedule hereto, unless the context otherwise requires:

“AFRC”	means the Accounting and Financial Reporting Council of Hong Kong;
“Bye-laws”	means the bye-laws of the Company;
“Announcement”	means the publication(s) in relation to the Placing and the Subscription to be issued by the Company on the website of the Stock Exchange immediately following the execution of this Agreement (subject to such amendments as the Stock Exchange may require and approve);
“Business Day”	means a day on which the Stock Exchange is open for the business of dealing in securities;
“CCASS”	means the Central Clearing and Settlement System established and operated by HKSCC;
“Codes”	means The Codes on Takeovers and Mergers and Share Buy-backs;
“Companies Ordinance”	means the Companies Ordinance (Chapter 622 of the laws of Hong Kong);
“Completion”	means the completion of the Placing and/or the Subscription (as the case may be);
“Conditions”	means the conditions to the Subscription as set out in Clause 3.3;
“General Mandate”	means the general mandate granted to the directors of the Company at the annual general meeting of the Company held on 18 September 2023 which entitles the Company to allot and issue a maximum of 95,798,952 new Shares until the earliest of (i) the conclusion of the Company’s next annual general meeting; (ii)

	the expiration of the period within which the Company's next annual general meeting is required by the Bye-laws or any applicable laws to be held; and (iii) the revocation or variation of the authority given under the resolution in relation to the General Mandate by any ordinary resolution of the Shareholders in a general meeting of the Company;
"Group"	means the Company and its subsidiaries from time to time;
"HK\$"	means Hong Kong dollars, the lawful currency of Hong Kong;
"HKSCC"	means Hong Kong Securities Clearing Company Limited;
"Hong Kong"	means Hong Kong Special Administrative Region of the PRC;
"Listing Rules"	means the Rules Governing the Listing of Securities on the Stock Exchange;
"Parties"	means the parties to this Agreement and its respective successors and permitted assigns;
"Placee(s)"	means any person or entity whom the Placing Agent and/or any of its agent(s) has procured to purchase any of the Placing Shares;
"Placing"	means the placing of the Placing Shares by the Placing Agent pursuant to the terms and subject to the conditions set out in this Agreement;
"Placing Completion Date"	means the third Business Day after the date of this Agreement, or such later date as may be agreed among the Vendor, the Placing Agent and the Company in writing;
"Placing Price"	means HK\$0.8 per Placing Share;
"Placing Proceeds"	means the sum of the number of the Placing Shares multiplied by the Placing Price;
"Placing Shares"	means up to 15,000,000 Shares legally and beneficially owned by the Vendor to be placed pursuant to this Agreement;

“PRC”	means the People’s Republic of China;
“SFC”	means the Securities and Futures Commission of Hong Kong;
“SFO”	means the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);
“Share(s)”	means ordinary share(s) of HK\$0.10 each in the share capital of the Company;
“Shareholder(s)”	means holder(s) of the Shares;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“subsidiary”	has the meaning ascribed to it in section 15 of the Companies Ordinance;
“Subscription”	means the subscription of the Subscription Shares by the Vendor pursuant to the terms and subject to the conditions set out in this Agreement;
“Subscription Completion Date”	means the second Business Day after the date on which all the Conditions are fulfilled, or such later date as may be agreed among the Vendor and the Company in writing;
“Subscription Price”	means HK\$0.8 per Subscription Share (a price equivalent to the Placing Price); and
“Subscription Shares”	means such number of new Shares equivalent to the number of Placing Shares actually placed under the Placing and to be issued and allotted to the Vendor pursuant to the terms and subject to the conditions set out in this Agreement.

In this Agreement, references to “Clauses”, “sub-Clauses” and the “Schedule” are to clauses and sub-clauses of and the schedule to this Agreement.

In this Agreement, the singular includes the plural, words importing one gender include the other gender and the neuter and references to persons include bodies corporate or unincorporate, in each case vice versa.

Headings of this Agreement are for convenience only and shall not affect the

interpretation of this Agreement.

## 2. PLACING

- 2.1 Subject to Clause 4, the Vendor hereby appoints, and the Placing Agent hereby agrees to act, on the terms and subject to the conditions set out in this Agreement, as overall coordinator and placing agent of the Vendor for the purpose of effecting the Placing. The Placing Agent shall also act as the sole book-runner in respect of the Placing Shares.
- 2.2 Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, and the Placing Agent agrees, as placing agent of the Vendor to procure, on a best effort basis, not less than six Placees for, the Placing Shares at the Placing Price (together with such brokerage, stamp duty, trading fee imposed by the Stock Exchange, transaction levy imposed by the SFC, transaction levy imposed by the AFRC, and settlement fee and charges imposed by CCASS as may be payable) on or before the Placing Completion Date. The allocation of the number of Placing Shares shall be subject to agreement among the Vendor, the Placing Agent and the Company. Any transaction lawfully, reasonably and properly carried out by the Placing Agent pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent at the request of the Vendor and as its overall coordinator and placing agent and not on account of or for the Placing Agent (except where the Placing Agent purchases any of the Placing Shares as one of the Placees). The Placing Agent shall not be responsible for any loss or damage (except for any loss or damage arising out of any fraud, willful default, negligence or breach of the terms of this Agreement on the part of the Placing Agent) to the Vendor arising from any such transaction or for any alleged insufficiency of the price (otherwise than as a result of non-compliance by the Placing Agent with its obligations under this Agreement) at which the Placing Shares are sold hereunder.
- 2.3 The Vendor hereby confirms that the foregoing appointment confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or reasonably incidental to, the Placing and hereby agrees to approve, confirm and ratify everything which the Placing Agent shall lawfully and reasonably do or have done pursuant to or in anticipation of the terms of this Agreement.
- 2.4 The Placing Shares shall be offered by the Placing Agent as overall coordinator and placing agent for the Vendor to not less than six institutional, professional and/or individual investors whom are and whose ultimate beneficial owners are (i) third parties independent of and not connected with any of the Company, its subsidiaries, their respective directors, chief executives, substantial shareholders, and their respective associates, and otherwise not connected persons (as defined in the Listing Rules) of the Company and (ii) not parties acting in concert (within the meaning of the Codes) with any of the Vendor and its concert party(ies) (if

any), during the period from the date of this Agreement up to the Placing Completion Date, and none of such Placees will, immediately after the Placing, become a connected person (as defined in the Listing Rules) of the Company.

- 2.5 The Placing Agent confirms and undertakes to the Company and the Vendor not to, directly or indirectly, offer, sell or deliver any Placing Shares or distribute or publish any documents (including, without limitation to the foregoing, any prospectus, form of application, offering circular, advertisement or other offering material or any report or other document circulated to invite or lead to offers or agreements being made to place the Placing Shares) or make any representations or statements in relation to the Placing in any country or jurisdiction except where such offer, sale or delivery is made under circumstances that shall not result in or constitute a breach of any applicable laws and regulations or give rise to a requirement for any prospectus to be issued or filed or any registration or qualification to be made or obtained in any country or jurisdiction and all offers, sales and deliveries of the Placing Shares shall be made on such terms.
- 2.6 The Placing Agent may appoint one or more sub-placing agents to procure purchasers for the Placing Shares provided that such appointment does not contradict to the terms of this Agreement.
- 2.7 The obligations of the Placing Agent under this Agreement, and in particular, the obligations of the Placing Agent in relation to the Placing, shall be several and independent of one another.
- 2.8 For the avoidance of doubt, in the event that the Placing Shares are not taken up by the Placees in full, the Placing Agent shall have no obligation to take up any unplaced Placing Shares.

### 3. SUBSCRIPTION

- 3.1 Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to subscribe (itself or through its nominee(s)) for, and the Company hereby agrees to allot and issue, the Subscription Shares at the Subscription Price, credited as fully paid, subject to the Bye-laws.
- 3.2 The Subscription Price shall be payable by the Vendor to the Company in full by way of cash on the Subscription Completion Date.
- 3.3 The Subscription is conditional upon the following conditions being fulfilled:
  - (a) the Listing Committee of the Stock Exchange having granted approval for the listing of, and permission to deal in, the Subscription Shares (and such approval not subsequently revoked prior to the delivery of definitive share certificate(s) representing the Subscription Shares); and

(b) the completion of the Placing pursuant to this Agreement.

3.4 Each of the Company and the Vendor shall exercise its best endeavours to procure the satisfaction of the Conditions as soon as reasonably practicable. In the event the Subscription Completion Date does not take place within 14 days from the date of this Agreement (or such later date as may be agreed among the Company and the Vendor in writing), all rights, obligations and liabilities of the parties hereto in relation to the Subscription shall cease and determine and none of the parties hereto shall have any claim against any other party in respect of the Subscription.

3.5 For the avoidance of doubt, the Placing and the completion thereof is independent of, and not conditional upon, the completion of the Subscription.

#### 4. WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND THE VENDOR

4.1 The Company hereby represents, warrants and undertakes to the Vendor and the Placing Agent that:

- (a) the Subscription Shares will be allotted and issued in accordance with the Bye-laws, all relevant laws of Hong Kong and the rules and regulations of the Stock Exchange and will rank *pari passu* in all respects inter se and with all other Shares in issue as at the Subscription Completion Date;
- (b) the Company has full power, authority and Shareholders' consent to allot and issue the Subscription Shares and does not require the consent thereto of any other party (save for the approval of the Listing Committee of the Stock Exchange referred to in Clause 3.3(a));
- (c) all authorities necessary to enable the Subscription Shares to be allotted and issued by the Company to the Vendor will be obtained prior to Subscription Completion Date;
- (d) the Company has full power and capacity to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legally binding obligations of, the Company, and the creation of the Subscription Shares and their allotment and issue pursuant to this Agreement will not cause any breach of any agreement to which the Company and/or any of its subsidiaries is a party or by which it is or any of them is bound and will not infringe or exceed any limits on, powers of, or restrictions on or the terms of any contract, obligations or commitment whatsoever of, the Company and/or any of its subsidiaries and/or their respective boards of directors;



- (e) the Subscription Shares will on allotment and issue be fully paid at the Subscription Price per Share and free from all liens, charges, encumbrances and third party rights of whatsoever nature and together with all rights attaching thereto at the Subscription Completion Date including the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Shares, the record date for which shall fall on or after the Subscription Completion Date; and
- (f) the Company shall, promptly on request, execute or do, or procure that there shall be executed and done, all such documents and things as the Placing Agent may reasonably find necessary for the purpose of effecting the Placing.

4.2 The Vendor hereby represents, warrants and undertakes to the Company and/or the Placing Agent (as the case may be) that:

- (a) it is the legal and beneficial owner of the Placing Shares;
- (b) the Vendor has full power and capacity to enter into this Agreement and this Agreement has been duly authorised and executed by, and constitutes legally binding obligations of, it and all necessary authorities have been obtained to enable the Placing Shares to be sold or procured to be sold by it and the Subscription Shares to be subscribed by it;
- (c) the Placing Shares are fully paid or credited as fully paid, rank *pari passu* in all respects with all other Shares in issue and are free from all liens, charges, encumbrances and third party rights of whatsoever nature and will be sold together with all rights attaching thereto at the Placing Completion Date including the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Shares, the record date for which shall fall on or after the Placing Completion Date; and
- (d) none of the Vendor and its associates (as defined in the Listing Rules) or parties acting in concert (within the meaning of the Codes) with any of them will acquire the Placing Shares from the Placing Agent or any of its affiliates or persons acting on its behalf; and
- (e) the Vendor shall, promptly on request, execute or do, or procure that there shall be executed and done, all such documents and things as the Placing Agent may reasonably find necessary for the purpose of effecting the Placing.

4.3 The Company hereby further represents and warrants to the Vendor and the Placing Agent that:

- (a) the matters set out in Recitals (A), (D), (E) and (F) are true and accurate;

- (b) all statements of facts contained or to be contained in the Announcement relating to the Group are true and accurate in all material respects and are not misleading in the context of the Placing and the Subscription and all expressions of opinion, expectation and intention expressed therein (including, in particular, in relation to the reasons for the Placing and the Subscription and the intended use of proceeds by the Group) are and will at the date of issue thereof be made by or on behalf of the Company are in all respects made on reasonable grounds and are truly and honestly held and fairly based and that there are no facts known or which could on reasonable inquiry have been known to the Company or any of its directors and which are not disclosed in the Announcement the omission of which would make any statement in the Announcement misleading or which might reasonably be considered to be material for disclosure;
- (c) save for any temporary suspension not exceeding five Business Days (but excluding any suspension pending the approval of the Announcement or any other announcement relating to the transactions contemplated under this Agreement), the entire issued share capital of the Company is listed and will continue to be listed on the Stock Exchange at the Placing Completion Date and the Company is not aware of any circumstances whereby such listing will be suspended, cancelled or revoked;
- (d) the statements, forecasts, estimates and expressions of opinion (if any) contained in the Announcement have been and will at the respective dates of issue thereof be made after due and proper consideration, are and will at the date of issue thereof be fair and honest and represent reasonable expectations based on facts known to the Company and/or its directors or any of them;
- (e) the Company is duly incorporated in and under the laws of Bermuda and has full power and authority to conduct its business as now carried on;
- (f) the Announcement contains and will contain all information required to be set out therein under the Listing Rules and all other applicable codes, regulations (whether or not having the force of law) and legislation in Hong Kong;
- (g) the transactions contemplated under this Agreement do not involve any breach of or default under any agreement, trust deed or instrument to which any member of the Group is a party; and
- (h) the Company shall not from the date hereof until after completion of the Subscription issue any Shares or issue or grant any share options or other securities convertible into, exchangeable for or which carry rights to acquire the Shares (other than Shares which may fall to be allotted and issued upon exercise of existing contractual rights or share option

scheme adopted by the Company).

- 4.5 The representations and warranties contained in this Clause 4 are deemed to be given as at the date of this Agreement and at all times up to and as at Completion, and shall remain in full force and effect notwithstanding completion of the Placing and Subscription. Each of the Company and the Vendor (as the case may be) hereby undertakes to notify the other Parties of any matter or event coming to its attention prior to Completion which shows any relevant representation or warranty to be or have been untrue or inaccurate at the date of this Agreement or at any time prior to Completion.

5. PLACING AGENT'S WARRANTIES AND UNDERTAKINGS

- 5.1 The Placing Agent hereby represents, warrants and undertakes to the Vendor and the Company as follows:

- (a) that the Placing Agent is duly incorporated and validly existing under the laws of the place of its incorporation and a licensed corporation under the SFO, and a third party independent of, and not acting in concert with, the directors, chief executive or substantial shareholders of the Company or its subsidiaries or any of its or their respective associates (as defined in the Listing Rules);
- (b) that it will procure Placees for the Placing Shares only in the course of communications with them over the telephone and without the despatch of documents until after legally binding commitments to purchase the Placing Shares (or any part thereof) have been obtained from each Placee in the course of such communications;
- (c) that the Placing Agent will confine all statements it makes during the course of those communications referred to in Sub-clause (a) above strictly within the limits of the information contained in the Announcement;
- (d) neither the Placing Agent nor any of the affiliates or persons acting on behalf of the Placing Agent have made or will make, in their respective capacities as agents of the Vendor in connection with the Placing, to any person to whom any of the Placing Shares may be offered any representation or statement regarding the Company or its subsidiaries or the financial or business position or prospects of the Company or its subsidiaries which has not at the time of making the same been disclosed to the public in writing by the Company;
- (e) that the Placing Agent will ensure that the terms and conditions on which each Placee will purchase the Placing Shares and the number of such Placing Shares to be subscribed are covered in precise terms and agreed

with each Placee, such terms and conditions to be identical with respect to each Placee and which shall provide that each purchase is conditional on the conditions set out in this Agreement being satisfied;

- (f) that the Placing Agent will not, directly or indirectly, offer or sell any Placing Shares or distribute or publish any documents in relation to the Placing in any country or jurisdiction except under circumstances that are in compliance with all applicable laws and regulations and all offers and sales of Placing Shares and the distribution and publication of any document relating thereto will be made in compliance with those laws and regulations;
- (g) no action has been or will be taken directly or indirectly in any jurisdiction that would result in a public offering of the Placing Shares and neither the Placing Agent nor persons acting on its behalf will offer or sell any Placing Shares otherwise than in compliance with applicable laws and regulations in each jurisdiction in which any such offer or sale takes place;
- (h) that the Placees procured by the Placing Agent for the Placing Shares and their ultimate beneficial owners (if any) will be third parties independent of, and not acting in concert with, the directors, chief executive or substantial shareholders of the Company or its subsidiaries or any of its or their respective associates and will not be connected persons of the Company immediately after the Placing. For the purposes of this Clause 5.1(h), “associates” and “connected persons” shall have the same meanings ascribed thereto under Rule 1.01 of the Listing Rules;
- (i) that the Placing Agent shall make available and promptly supply, or procure the relevant Placees of the Placing Shares to make available and promptly supply, to the Stock Exchange all information in relation to the Placees of the Placing Shares which may be required by the Stock Exchange;
- (j) that the total number of the Placees procured by the Placing Agent for the Placing Shares shall be not less than six institutional, professional and/or individual investors;
- (k) that the Placing Agent has full power and capacity to enter into and perform its obligations under this Agreement and this Agreement has been duly authorised and executed by, and constitutes legally binding obligations of, it in accordance with its terms;
- (l) that the Placing Agent will comply with the requirements provided under the Listing Rules and the applicable laws in relation to the Placing;
- (m) that the Placing Agent has not taken, and will not take, directly or indirectly, any action which constitutes, causes or results in or which

might reasonably have been expected to constitute, cause or result in a stabilisation or manipulation of the price of the Placing Shares, except for stabilisation activities conducted in accordance with applicable laws and regulations;

- (n) that the Placing Agent will comply with such other requirements of the Stock Exchange as may be required of it for the purpose of obtaining the approval of the Stock Exchange for the listing of, and permission in dealing with, the Subscription Shares (if any);
- (o) that the Placing Agent will procure that its sub-underwriters and sub-agents (if any) will observe, agree to and comply with, and will be bound by all relevant obligations to which the Placing Agent is subject under the terms of this Agreement (including but not limited to the provisions of Sub-clauses (a) to (m) of this Clause 5.1) as if such sub-underwriters and sub-agents were parties hereto (but the Placing Agent shall nevertheless remain liable for all acts and omissions of any sub-underwriters and sub-agents appointed by it); and
- (p) that the Placing Agent shall procure that all of the sub-underwriters or sub-placing agents (if any) will make the warranties, representations and undertakings set forth in this Clause 5.

5.2 The representations and warranties contained in this Clause 5 are deemed to be given as at the date of this Agreement and at all times up to and as at Completion, and shall remain in full force and effect notwithstanding completion of the Placing and Subscription. The Placing Agent hereby undertakes to notify the other Parties of any matter or event coming to its attention prior to Completion which shows any relevant representation or warranty to be or have been untrue or inaccurate at the date of this Agreement or at any time prior to Completion.

## 6. COMPLETION

6.1 Completion shall take place when all (but not in part) of the following business have been be transacted:

- (a) as regards the Placing Completion, at the office of the Company at Unit 801, 8/F., China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong before 5:00 p.m. on the Placing Completion Date:
  - (i) on the basis that all of the Placing Shares have been deposited with a CCASS account, evidence to the Placing Agent's reasonable satisfaction that such documents have been executed and instructions provided by the Vendor as may be required to effect the transfer of such Placing Shares to such CCASS participants' or investor participants' account(s) as may be

designated by the Placing Agent;

- (ii) if, however, any of the Placing Shares have not been deposited with a CCASS account, the Vendor shall deliver to the Placing Agent such transfer instruments and documents and title documents as shall be required by law; and
  - (b) as regards the Subscription Completion, at the office of the Company at Unit 801, 8/F., China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong before 5:00 p.m. on the Subscription Completion Date:
    - (i) the Vendor shall deliver to the Company an application for the Subscription Shares agreed to be subscribed by it (and/or its nominees) in the form set out in the Schedule and effect payment to the Company of an amount in immediately available funds equal to the aggregate Subscription Price payable for the aggregate number of Subscription Shares so subscribed;
    - (ii) the Company shall allot and issue, credited as fully paid, to the Vendor (and/or its nominee) the Subscription Shares agreed to be subscribed by it and shall procure that the Vendor and/or its nominee(s) is/are registered with the share registrar of the Company in Hong Kong in respect thereof; and
    - (iii) the Company shall deliver to the Vendor and/or its nominees definitive share certificates for the Subscription Shares in board lots in such denomination as the Vendor may request issued in the name of the Vendor and/or its nominee(s) and in accordance with instructions given in the application to be delivered as referred to in Sub-clause (i) above, or, if so required by the Vendor, share certificates in respect of the Subscription Shares subscribed and paid for by the Vendor to the depositary registered in the name of HKSCC Nominees Limited for credit to such CCASS participants' account(s) or investor participants' account(s) as may be designated by the Vendor.
- 6.2 Upon compliance in full by the Vendor with its obligations pursuant to Clause 6.1(a), the Placing Agent shall:
- (a) deposit the Placing Shares into CCASS;
  - (b) give instructions on behalf of the Vendor to CCASS to effect transfer and settlement of the Placing Shares to the Placees on or before the Placing Completion Date; and
  - (c) at the direction and instruction of the Vendor, on or before the Placing Completion Date, make or procure the making of payment in Hong Kong

dollars the Placing Proceeds less the commission and expenses referred to in Clause 7 to the following bank account of the Company:

Beneficiary name: CHG HS Limited  
Name of bank: The Bank of East Asia, Limited  
Bank code: 015  
Account number: 514-68-00952-7

- 6.3 The Placing Agent shall as soon as practicable after the Placing Completion Date and in any event within a reasonable time prior to the expiry of any time limits (if any) imposed by the Stock Exchange, the SFC and/or other relevant regulatory authorities, provide (in such form as the Company may reasonably require) written confirmations of the independence of the Placees and other particulars of the Placees, in each case to Company and/or the Stock Exchange, the SFC and/or other relevant regulatory authorities directly, as the Company may direct, and do all such other things as may be reasonably required by the Company to comply with any applicable laws, regulations or directions of the Stock Exchange and/or other relevant regulatory authorities in connection with the Placing.
- 6.4 The particulars of the Placees to be provided under Clause 6.3 shall include the names, addresses, number of Placing Shares acquired and such other information as may be required by the Stock Exchange, the SFC and/or other relevant regulatory authorities or governmental agencies in Hong Kong for delivery to the Stock Exchange, the SFC and/or other relevant regulatory authorities or governmental agencies in Hong Kong. The Placing Agent shall ensure that its agreements with the Placees of the Placing Shares contain provisions that permit collection of such particulars and their disclosure to the Company, the Stock Exchange, the SFC and/or other relevant regulatory authorities or governmental agencies.

## 7. COMMISSION, FEES AND EXPENSES

- 7.1 The Company shall on behalf of the Vendor pay to the Placing Agent, an overall coordinating and placing commission of 2% of the Placing Proceeds, and such stamp duty, trading fee imposed by the Stock Exchange, transaction levy imposed by the SFC, transaction levy imposed by the AFRC, and settlement fee and charges imposed by CCASS as may be payable by the Vendor in connection with the Placing on the Placing Completion Date. The Vendor and the Company hereby irrevocably authorise the Placing Agent to deduct from the Placing Proceeds the aforesaid placing commission and fees, which shall constitute a complete discharge of the payment obligations of the Vendor and the Company under this Agreement.
- 7.2 The Placing Agent shall be responsible for procuring the payment of the fees referred to in Clause 7.1 within the prescribed time limit imposed by the Stock Exchange, the SFC and/or other relevant regulatory authorities or governmental

agencies.

- 7.3 In addition to the fee referred to in Clause 7.1, the Company shall for itself and on behalf of the Vendor pay all costs and reasonable out-of-pocket expenses in connection with the preparation and release of the Announcement, the negotiation, preparation and completion of this Agreement, the Placing and the Subscription, as well as all charges, fees and expenses of the share registrar of the Company in Hong Kong including its fees and expenses in effecting the transfer of the Placing Shares on the Placing Completion Date and the subscription of the Subscription Shares on the Subscription Completion Date.

## 8. INDEMNITY

- 8.1 Save for obligations imposed on the Placing Agent under this Agreement and to the extent that any liability thereof resulted from any matter caused by the negligence, breach, willful default or fraud on the part of the Indemnified Person (as defined below), each of the Company and the Vendor agrees to jointly and severally indemnify and keep fully indemnified the Placing Agent and its officers, employees and agents (each an “**Indemnified Person**”) against all losses, damages, costs and expenses (including any legal expenses that may reasonably incur) which any of the Indemnified Persons may suffer or sustain in connection with the Placing.

## 9. ANNOUNCEMENT

- 9.1 Each of the Parties shall procure the release by the Company of the Announcement in such form as may be required or agreed to by the Stock Exchange immediately following the signing of this Agreement and in any event within the prescribed time limit imposed by the Stock Exchange, but save as aforesaid shall not make any public announcement concerning the Placing, or about any matter which may affect the Placing without the prior written approval of the other Parties (whose approval shall not be unreasonably withheld or refused).

## 10. CONFIDENTIALITY

- 10.1 Each of the Parties hereby undertakes to keep confidential any information provided by the other Parties in connection with the transactions contemplated under this Agreement and which is not publicly available, and procure (so far as it lies within its respective power or control) that no disclosure or public announcement or communication (other than the Announcement) concerning the Placing, the Subscription, the Company and/or the Vendor which is material in relation to the Placing and/or the Subscription shall be made or despatched between the date of this Agreement and the Subscription Completion Date



without the prior written consent of the other Parties as to the context, timing and manner of making or despatch thereof, save as required by relevant laws or the Stock Exchange or the SFC.

## 11. MISCELLANEOUS

- 11.1 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters then already performed.
- 11.2 This Agreement may be executed in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and is binding on all Parties.
- 11.3 Time shall be of the essence of this Agreement.

## 12. NOTICES

- 12.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively "**Communication**") shall be in writing in either the English or the Chinese language and may be served or given personally or sent to the address (including email or cable address) or facsimile number (if any) of the Parties specified herein, or to such other address and/or facsimile number as the relevant Party shall have notified to the other Parties in accordance with the terms hereof:

### The Vendor

Address : 15/F Chuang's Tower, 30-32 Connaught Road, Central,  
Hong Kong  
Facsimile No : (852) 5516 9790  
Email Address : acecapital99@hotmail.com  
Attention : Mr. Zhang Fan (張凡先生)

### The Placing Agent

Address : Room 2526-2536, 25/F, Sun Hung Kai Centre, 30 Harbour  
Road, Wanchai, Hong Kong  
Facsimile No : (852) 2262 7223  
Email Address : ecm@greatbaysec.com  
Attention : Mr. Patrick Cheung

### The Company

Address : Unit 801, 8/F., China Insurance Group Building, 141 Des  
Voeux Road Central, Hong Kong  
Facsimile No : (852) 2116 1990  
Email Address : mrch138@hotmail.com  
Attention : Mr. Chung Ho (钟浩先生)

- 12.2 All Communications shall be served by the following means and the addressee of a Communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

**Means of despatch**

**Time of deemed receipt**

Delivery in person	at the time of delivery
Local mail or courier	24 hours
Facsimile	on despatch
Email	at the time of transmission
Air courier/Speedpost	3 days
Airmail	5 days

- 12.3 A Communication served in accordance with Clause 12.1 shall be deemed sufficiently served and in proving service and/or receipt of a Communication it shall be sufficient to prove that such Communication was left at the addressee's address or that the envelope containing such Communication was properly addressed and posted or despatched to the addressee's address or that the Communication was properly transmitted by facsimile, email or cable to the addressee.
- 12.4 Nothing in this Clause 12 shall preclude the service of Communication or the proof of such service and/or receipt by any mode permitted by law.

13. **SUCCESSORS AND ASSIGNS**

- 13.1 This Agreement shall be binding on and shall enure for the benefit of each Party's successors and assigns and personal representatives (as the case may be), but no assignment may be made of any of the rights or obligations hereunder of any Party without the prior written consent of the other Parties.

14. **GOVERNING LAW**

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 14.2 The Parties irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

### Schedule

To: CHINA HEALTH GROUP LIMITED (中國衛生集團有限公司)  
(the “Company”)

Unit 801, 8/F.  
China Insurance Group Building  
141 Des Voeux Road Central, Hong Kong

Date:

Dear Sirs,

### Subscription of Shares

We refer to the placing and subscription agreement dated [●] July 2024 (the “Agreement”) entered into among us (as vendor), the Company (as issuer) and Great Bay Securities Limited (as placing agent).

Expressions defined in the Agreement shall have the same meanings where used herein.

Pursuant to the provisions of the Agreement, we hereby apply for the following Shares subject to the Bye-laws at the subscription price of HK\$[●] per Share, for an aggregate amount of HK\$[●].

We hereby confirm that the Company may register our name on the register of members of the Company in accordance with the Bye-laws.

Name(s) of Allottee(s)

Number of Shares

[●]

[●]

Yours faithfully,  
For and on behalf of  
**TREASURE WAGON LIMITED**

---

Name:

Title:

IN WITNESS whereof the parties or their duly authorised representatives have executed this Agreement [as deed] on the date first before appearing.

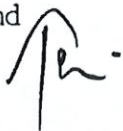
THE VENDOR

SIGNED by Zhang Fan )  
for and on behalf of )  
**TREASURE WAGON LIMITED** )



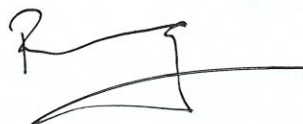
in the presence of: )

Tsui Siu Hung Raymond



THE PLACING AGENT

SIGNED by CHEUNG PAK KIN, PATRICK )  
for and on behalf of )  
**GREAT BAY SECURITIES LIMITED** )  
(大灣區深港有限公司) )



in the presence of: )

TSANG CHUN MAN



THE COMPANY

SIGNED by Chung Ho )  
for and on behalf of )  
**CHINA HEALTH GROUP LIMITED** )  
(中國衛生集團有限公司) )



in the presence of: )

Tsui Siu Hung Raymond

