

DATED THE 22nd DAY OF MAY 2025

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

and

**GREAT BAY SECURITIES LIMITED (大灣區深港證券有限公司)**  
(as “Placing Agent”)

---

**AMENDMENT DEED**  
relating to  
**THE PLACING AGENT AGREEMENT DATED 30 APRIL 2025**

---

**THIS DEED** (this “**Deed**”) is made on the 22nd day of May 2025

**BETWEEN:**

- (1) **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**”); and
- (2) **GREAT BAY SECURITIES LIMITED (大灣區深港證券有限公司)**, 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**”).

**WHEREAS:**

- (A) On 30 April 2025, the Company and the Placing Agent entered into a placing agent agreement relating to a placing of up to 106,303,608 Rights Shares (or 108,658,608 Rights Shares upon the full exercise of the outstanding Share Options not subject to the Share Options Irrevocable Undertakings) in the Company under the Rights Issue (the “**Original Placing Agent Agreement**”).
- (B) The Parties agree to further amend the terms and conditions of the Original Placing Agent Agreement by entering into this Deed.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only executed this Deed under hand.

**IT IS HEREBY AGREED as follows:**

**1. INTERPRETATION**

- 1.1 Unless otherwise provided (including, without limitation, in the rest of this Clause 1) or unless the context otherwise requires:
  - (a) all words and expressions defined in the Original Placing Agent Agreement (as amended by this Deed) shall have the same respective meanings in this Deed, including the recitals hereto; and
  - (b) Clauses 1.2 and 1.3 of the Original Placing Agent Agreement (as amended by this Deed) shall apply to this Deed as if they were expressly set out in this Deed with the necessary changes being made and with each reference in the Original Placing Agent Agreement to “this Agreement” (or to like references) being deemed to be a reference to this Deed.

**2. AMENDMENTS**

- 2.1 Pursuant to Clause 9.2 of the Original Placing Agent Agreement, the Parties have agreed that, with effect from the date of this Deed, the Original Placing Agent Agreement shall be amended as follows:

- 2.1.1 Recital (F) of the Original Placing Agent Agreement shall be deleted in its entirety and replaced as follows:
- (F) The Placing Agent is a licensed corporation under the SFO to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities in Hong Kong. As at the date of this Agreement, the Placing Agent is a Shareholder interested in 804,000 Shares.
- 2.1.2 The following definition in Clause 1.1 of the Original Placing Agent Agreement shall be deleted in its entirety and replaced as follows:
- “Placee(s)” means professional, institutional or other investor(s) who shall be Independent Third Party of, not acting in concert with and not connected with Treasure Wagon Limited, the Subscribers and their respective parties acting in concert with them and/or any of the Company’s connected persons;
- 2.1.3 The following new definition shall be added to Clause 1.1 of the Original Placing Agent Agreement:
- “Independent Shareholders” means Shareholders other than the Shareholders who are required by the Listing Rules or the Takeovers Code (as the case may be) to abstain from voting in respect of this Agreement and the transactions contemplated thereunder;
- 2.1.4 Clause 2.7 of the Original Placing Agent Agreement shall be deleted in its entirety and replaced with the following:
- 2.7 The choice of the Placee(s) shall be determined by the Placing Agent at its sole discretion subject to the requirements of the Listing Rules, the Takeovers Code and/or any objection the Stock Exchange and/or the SFC may have to any particular person or company being a Placee, provided that the Placing Agent undertakes to use its best endeavours to procure that each of the Placees shall be an Independent Third Party of, not acting in concert with and not connected with Treasure Wagon Limited, the Subscribers and their respective parties acting in concert with them and/or any of the Company’s connected persons.
- 2.1.5 Clause 3.1 of the Original Placing Agent Agreement shall be deleted in its entirety and replaced with the following:
- 3.1 This Agreement is conditional upon the following conditions being fulfilled or waived (as the case may be):
- (i) all necessary resolutions approving or ratifying (as the case may be) this Agreement and the transactions contemplated thereunder having been duly passed by the Independent Shareholders in accordance with the requirements of the Listing Rules and the Takeovers Code at a special general

meeting of the Company no later than the Prospectus Posting Date;

- (ii) the Listing Committee having granted approval (subject to allotment) for the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms and such approval not having been subsequently revoked or withdrawn;
- (iii) all necessary internal and external authorisations, consents, approvals and filings for the entering into and completion of this Agreement, the Rights Issue and the transactions contemplated thereunder, including but not limited to the consent of the Executive in relation to this Agreement and the transactions contemplated thereunder as a “special deal” under Rule 25 of the Takeovers Code, having been obtained or duly filed (as applicable) by the Company and such consents and approvals remaining in full force and effect;
- (iv) all necessary internal and external authorisations, consents, approvals and filings for the entering into and completion of this Agreement, the Rights Issue and the transactions contemplated thereunder having been obtained or duly filed (as applicable) by the Placing Agent and such consents and approvals remaining in full force and effect;
- (v) this Agreement not being terminated pursuant to the terms hereof; and
- (vi) each of the Subscriber A Subscription Agreement and the Underwriting Agreement having been entered into by the parties thereto and having become unconditional and not terminated pursuant to the terms thereof.

2.1.6 Clause 5.2(vi) of the Original Placing Agent Agreement shall be deleted in its entirety.

### **3. CONFIRMATION AND CONSTRUCTION**

- 3.1 Save for the amendments as provided in Clause 2 of this Deed and except where inconsistent with the provisions of this Deed, all of the terms and conditions of the Original Placing Agent Agreement are confirmed by the Parties and shall remain in full force and effect, and nothing contained in this Deed shall be read or construed to have amended, altered or diminished any provision as contained in the Original Placing Agent Agreement.
- 3.2 The Original Placing Agent Agreement and this Deed shall be read and construed as one document and references to the Original Placing Agent Agreement shall be read and construed as references to the Original Placing Agent Agreement as amended by this Deed.

**4. THIRD PARTY RIGHTS**

- 4.1 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any terms of this Deed.

**5. GOVERNING LAW**

- 5.1 This Deed is governed by and shall be construed in accordance with the laws of Hong Kong. The Parties irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof the Parties or their duly authorised representatives have executed this Deed on the date first before appearing.

THE COMPANY

**EXECUTED and DELIVERED**  
as a **DEED** with the **COMMON SEAL** of  
**CHINA HEALTH GROUP LIMITED**  
(中國衛生集團有限公司)  
and **SIGNED** by its two directors duly  
authorised by the resolution of the Board of  
Directors



\_\_\_\_\_  
Name: Zhang Fan  
Title: Director

in the presence of:-

\_\_\_\_\_  
Name: Chung Ho  
Title: Director

Witness signature:  
Witness name: Tsui Siu Hung Raymond  
Witness address: Hong Kong

IN WITNESS whereof the Parties or their duly authorised representatives have executed this Deed on the date first before appearing.

THE COMPANY


EXECUTED and DELIVERED )  
as a DEED with the COMMON SEAL of )  
CHINA HEALTH GROUP LIMITED )  
(中國衛生集團有限公司) )  
and SIGNED by its two directors duly )  
authorised by the resolution of the Board of )  
Directors )

in the presence of:-



Witness signature:  
Witness name: Tsui Siu Hung Raymond  
Witness address: Hong Kong

\_\_\_\_\_  
Name: Zhang Fan  
Title: Director




\_\_\_\_\_  
Name: Chung Ho  
Title: Director

THE PLACING AGENT


**EXECUTED** and **DELIVERED** )  
as a **DEED** with the **COMMON SEAL** of )  
**GREAT BAY SECURITIES LIMITED** )  
(大灣區深港證券有限公司) )  
and **SIGNED** by CHEUNG Pak Kin, Patrick )  
being a person authorised by a resolution )  
of its board of directors )  
)  
)  
)

in the presence of:- )  
)  
)

Witness signature: 

Witness name: TSANG CHUN MAN

Witness address:

  
Name: CHEUNG Pak kin, Patrick  
Title: Director