DATED 25 SEPTEMBER 2026

(1) GARRY-WORTH INVESTMENT LIMITED
as the First Vendor

(2) WARRANTS CAPITAL LTD
as the Second Vendor

(3) STELLAR GATE INVESTMENTS LIMITED
as the First Purchaser

(4) INNOVATION FORGE HOLDINGS LIMITED
as the Second Purchaser

(5) DATO' SRI LEE HAW YIH

(6) LEE HAW HANN

(7) LEE HAW SHYANG

(8) DATIN SRI YAW SOOK KEAN
as the Vendor Guarantors

AGREEMENT
FOR THE SALE AND PURCHASE OF SHARES
IN
RITAMIX GLOBAL LIMITED

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THIS AGREEMENT is made on the 25th day of September 2026

BETWEEN:

(1) **GARRY-WORTH INVESTMENT LIMITED** (Company number: 1992558), a company incorporated in the British Virgin Islands with limited liability, whose registered office is at 80 Main Street, PO Box 3200, Road Town, Tortola, VG1110, British Virgin Islands (the "**First Vendor**");

(2) **WARRANTS CAPITAL LTD** (Company number: 1997183), a company incorporated in the British Virgin Islands with limited liability, whose registered office is at 80 Main Street, P.O. Box 3200, Road Town, Tortola, VG1110, British Virgin Islands (the "**Second Vendor**");

(3) **STELLAR GATE INVESTMENTS LIMITED** (Company number: 2214455), a company incorporated in the British Virgin Islands with limited liability, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the "**First Purchaser**");

(4) **INNOVATION FORGE HOLDINGS LIMITED** (Company number: 2216501), a company incorporated in the British Virgin Islands with limited liability, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the "**Second Purchaser**");

(5) **DATO' SRI LEE HAW YIH** (holder of Malaysian passport number A57745140) of No. 6, Jalan Anggerik, Oncidium 31/71C, Kota Kemuning, Seksyen 31, 40460 Shah Alam, Selangor Darul Ehsan, Malaysia (the "**First Vendor Guarantor**");

(6) **LEE HAW HANN** (holder of Malaysian passport number A72197406) of No.9 Jalan Puteri 9/2A, Bandar Puteri Puchong, 47100 Puchong, Selangor, Malaysia (the "**Second Vendor Guarantor**");

(7) **LEE HAW SHYANG** (holder of Malaysian passport number A70136177) of No. 28 Jalan 5/155B, Bukit Jalil Golf Resort, 57000 Kuala Lumpur, Malaysia (the "**Third Vendor Guarantor**"); and

(8) **DATIN SRI YAW SOOK KEAN** (holder of Malaysian passport number A57937971) of No. 6, Jalan Anggerik, Oncidium 31/71C, Kota Kemuning, Seksyen 31, 40460 Shah Alam, Selangor Darul Ehsan, Malaysia (the "**Fourth Vendor Guarantor**"),

the First Vendor and the Second Vendor are collectively referred to as the "**Vendors**" and individually as a "**Vendor**"; the First Purchaser and the Second Purchaser are collectively referred to as the "**Purchasers**" and individually as a "**Purchaser**"; and the First Vendor Guarantor, the Second Vendor Guarantor, the Third Vendor Guarantor and the Fourth Vendor Guarantor are collectively referred to as the "**Vendor Guarantors**" and individually as a "**Vendor Guarantor**".

RECITALS

(A) Ritamix Global Limited (stock code: 1936) (the "**Company**") is a company incorporated in the Cayman Islands with limited liability, the issued ordinary shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited. Further particulars of the Company and its subsidiaries are set out in Schedules 1 and 2.

(B) As at the date of this Agreement, the Company has 472,000,000 Shares in issue, of which 5,238,000 Shares are held by the Company as Treasury Shares. The Treasury Shares do not carry voting rights or dividend entitlements while held in treasury. Accordingly, there are 466,762,000 Voting Shares in issue as at the date of this Agreement.

(C) The First Vendor is the legal and beneficial owner of the First Vendor Shares (i.e. 337,500,000 Shares), representing approximately 71.50% of all Shares in issue and approximately 72.31% of the Voting Shares as at the date of this Agreement.

(D) The Second Vendor is the beneficial owner of the Second Vendor Shares (i.e. 26,316,000 Shares), representing approximately 5.58% of all Shares in issue and approximately 5.64% of the Voting Shares as at the date of this Agreement. The Second Vendor Shares are held by the Second Vendor through CCASS and registered in the name of HKSCC Nominees Limited.

(E) The Vendor Guarantors are the ultimate beneficial owners and/or controllers of the First Vendor.

(F) The First Vendor has agreed to sell 266,054,340 First Vendor Shares to the First Purchaser and 71,445,660 First Vendor Shares to the Second Purchaser, and the Second Vendor has agreed to sell all 26,316,000 Second Vendor Shares to the Second Purchaser, in each case on the terms and subject to the conditions of this Agreement.

(G) The Vendor Guarantors have agreed to guarantee and procure the performance of the First Vendor's obligations under this Agreement.

(H) The Parties intend that the Second Purchaser will be the Offeror and the First Purchaser will be a principal party acting in concert with the Second Purchaser. Completion will give rise to an obligation under Rule 26.1 of the Takeovers Code to make a mandatory general offer for all the Offer Shares.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"**Accounting Date**"	31 December 2025;
"**Accounts**"	the audited consolidated financial statements of the Group for the financial year ended on the Accounting Date, comprising the consolidated statement of financial position, consolidated statement of profit or loss and other comprehensive income, consolidated statement of changes in equity, consolidated statement of cash flows, notes to the financial statements and the directors' and independent auditor's reports;
"**Aggregate Consideration**" or "**Consideration**"	HK$224,474,472, being the aggregate consideration payable by the Purchasers for the Sale Shares at HK$0.6170 per Sale Share;
"**Aggregate Loss Target**"	the performance target that the aggregate Net Loss of the Guaranteed Business for the Guaranteed Years, after offsetting all Net Profits

	against all Net Losses, will not exceed HK$50,000,000
"**Agreed Exchange Rate**"	the Bloomberg BFIX USD/HKD rate at 11:00 a.m. (Hong Kong time) two (2) Business Days before the Completion Date, or such other rate as the Vendors and the Purchasers may agree in writing;
"**Applicable Law**"	any law, ordinance, statute, regulation, rule, code, guideline, judgment, order, directive, requirement or request of any governmental, judicial, regulatory or stock exchange authority having jurisdiction over a Party, the Company, any Group Company or the Transaction, including the Listing Rules and the Takeovers Code;
"**Articles**"	the memorandum and articles of association of the Company from time to time;
"**associate(s)**"	has the meaning ascribed to it under the Listing Rules;
"**Audit Certificate**"	a certificate issued in accordance with Clause 10.6 by the Auditors or, if the Auditors are unwilling or unable to act or do not issue such certificate within the period specified in Clause 10.6A, by an independent firm of accountants appointed under Clause 10.6A, in each case certifying the Revenue and Net Profit or Net Loss of the Guaranteed Business for a Guaranteed Year
"**Auditors**"	Forvis Mazars PLT, Chartered Accountants, Malaysia, or such other firm as may be appointed as the independent auditors of the Company from time to time;
"**Board**"	the board of directors of the Company from time to time;
"**Business**"	the businesses carried on by the Group as at the date of this Agreement, including without limitation, the distribution of animal feed additives and human food ingredient products and the manufacture of animal feed additive premixes;
"**Business Day**"	a day, other than a Saturday, Sunday or public holiday in Hong Kong, on which licensed banks are generally open for normal business in Hong Kong;
"**CCASS**"	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
"**Company**"	Ritamix Global Limited (stock code: 1936), a company incorporated in the Cayman Islands with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange, further particulars of which are set out in Schedule 1;
"**Companies Ordinance**"	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
"**Completion**"	completion of the sale and purchase of all the Sale Shares in

	accordance with Clause 6;
"**Completion Date**"	the third Business Day after the date on which the last of the Conditions (other than any Condition expressed to be satisfied at Completion) has been fulfilled or waived in accordance with this Agreement, or such other date as the First Vendor, the Second Vendor, the First Purchaser and the Second Purchaser may agree in writing;
"**Conditions**"	the conditions precedent set out in Clause 4.1;
"**Disclosed**"	in relation to the Warranties, fairly disclosed in the Disclosure Letter with sufficient details to enable a reasonable purchaser to identify the nature and scope of the matter disclosed;
"**Disclosure Letter**"	the disclosure letter dated the date of this Agreement and delivered by the First Vendor and the Vendor Guarantors to the Purchasers, in a form reasonably satisfactory to the Purchasers;
"**Encumbrance**"	any mortgage, charge, pledge, lien, option, right of first refusal, right of pre-emption, security interest, title retention, assignment by way of security, trust arrangement, equity, restriction, third-party right or interest or other encumbrance of any nature, and any agreement or commitment to create any of the foregoing;
"**Escrow Agent**"	SG International Trustee Ltd, being the escrow agent appointed under the Escrow Agreement;
"**Escrow Agreement**"	the tripartite escrow agreement dated 16 September 2026 entered into among the Second Purchaser, the Financial Adviser and the Escrow Agent in relation to the holding of funds made available by the Second Purchaser for the Transaction and the Offer;
"**Escrow Sum**"	HK$44,894,894.40, being an amount equal to 20% of the Aggregate Consideration;
"**Executive**"	the Executive Director of the Corporate Finance Division of the SFC or any delegate of such Executive Director;
"**Financial Adviser**"	the financial adviser to the Offeror in relation to the Transaction and the Offer;
"**First Purchaser Consideration**"	HK$164,155,527.78, being the consideration payable by the First Purchaser for the First Sale Shares at HK$0.6170 per First Sale Share;
"**First Sale Shares**"	266,054,340 Shares to be acquired by the First Purchaser at Completion, representing 57% of the Voting Shares and approximately 56.37% of all Shares in issue as at the date of this Agreement;
"**First Vendor**	337,500,000 Shares legally and beneficially owned and to be sold by the First Vendor, representing approximately 71.50% of all Shares

Shares"	in issue and approximately 72.31% of the Voting Shares as at the date of this Agreement;
"**First Vendor's Knowledge**"	the knowledge, information, belief and awareness of the Vendor Guarantors, in each case after making due and careful enquiry;
"**First Vendor's Solicitors**"	Messrs. Hastings & Co. of 11th floor of Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong;
"**Group**"	the Company and its subsidiaries from time to time, and "**Group Company**", "**Group Companies**" or "**member(s) of the Group**" shall be construed accordingly;
"**Guaranteed Business**"	all businesses carried on by the Group as at Completion, including the businesses carried on by the Malaysian Operating Subsidiaries and the Hainan Subsidiaries, but excluding any business acquired or commenced by the Group after Completion;
"**Guaranteed Revenue**"	HK$100,000,000 for each Guaranteed Year;
"**Guaranteed Years**"	each of the three financial years ending 31 December 2027, 31 December 2028 and 31 December 2029, and "**Guaranteed Year**" means any one of them;
"**Hainan Subsidiaries**"	海南利特米生物科學有限公司 (Ritamix Biosciences Hainan Pvt Ltd.)* and 中申（海南）置業有限公司 (Statesino Land & Shore (Hainan) Ltd.)*, details of which are set out in Schedule 2;
"**Hong Kong**"	the Hong Kong Special Administrative Region of the People's Republic of China;
"**IFRS**"	the IFRS Accounting Standards issued by the International Accounting Standards Board from time to time;
"**Intellectual Property**"	all patents, trade marks, service marks, trade and business names, domain names, registered designs, design rights, copyright, database rights, rights in software, confidential information, know-how and other intellectual property rights, whether registered or unregistered;
"**Interim Accounts**"	the published unaudited consolidated interim financial statements of the Group for the six months ended 30 June 2026;
"**Irrevocable Instructions**"	the irrevocable joint written instructions dated 25 September 2026 given by the Second Purchaser and the Financial Adviser to, and acknowledged and accepted by, the Escrow Agent in relation to the holding and release of the Escrow Sum in accordance with this Agreement;
"**Listing Rules**"	the Rules Governing the Listing of Securities on the Stock Exchange from time to time;

"Long Stop Date"	31 October 2026, or such later date as the First Vendor, the Second Vendor, the First Purchaser and the Second Purchaser may agree in writing;
"Losses"	all losses, liabilities, damages, diminution in value, deficiencies, claims, demands, proceedings, judgments, settlements, penalties, fines, costs and expenses (including legal and other professional costs on an indemnity basis), and any interest and Tax relating to any of them;
"Malaysian Operating Subsidiaries"	Gladron Chemicals Sdn. Bhd., Kevon Sdn. Bhd. and Ritamix Sdn. Bhd., details of which are set out in Schedule 2;
"Material Adverse Effect"	any event, matter, circumstance, change or effect which, individually or together with any other event, matter, circumstance, change or effect, has or could reasonably be expected to have a material adverse effect on (a) the business, assets, liabilities, financial position, prospects or operations of the Group taken as a whole; (b) the ability of any material Group Company to carry on the Business in the ordinary and usual course; (c) the validity or continued availability of any material licence, permit or approval; (d) the listing status of the Shares or the Group's compliance with Rule 13.24 of the Listing Rules; or (e) the ability of the First Vendor or any Vendor Guarantor to perform its obligations under this Agreement;
"Maybank"	Malayan Banking Berhad;
"Maybank Borrowers"	Ritamix Sdn. Bhd., Kevon Sdn. Bhd. and Gladron Chemicals Sdn. Bhd., being the Malaysian Operating Subsidiaries to which the relevant Maybank Facilities have been made available;
"Maybank Corporate Guarantees"	the respective corporate guarantees dated 17 August 2020 given by the Company in favour of Maybank in connection with the relevant Maybank Facilities;
"Maybank Facilities"	the banking facilities, each with an aggregate facility limit of RM3 million made available by Maybank to each of the relevant Maybank Borrowers pursuant to the respective facility letters dated 1 June 2018, as amended or supplemented before the date of this Agreement, and the Maybank FEC Facilities;
"Maybank FEC Facilities"	the foreign exchange contract facilities (comprising spot and forward foreign exchange contracts) with a facility limit of RM1 million made available by Maybank to the Maybank Borrowers pursuant to the respective facility letters dated 29 November 2023, as amended or supplemented before the date of this Agreement;
"Net Loss"	in relation to a Guaranteed Year, the audited consolidated net loss after taxation of the Guaranteed Business for that Guaranteed Year, determined in accordance with Clause 10;

"**Net Profit**"	in relation to a Guaranteed Year, the audited consolidated net profit after taxation of the Guaranteed Business for that Guaranteed Year, determined in accordance with Clause 10;
"**Offer**"	the unconditional mandatory general cash offer to be made by or on behalf of the Offeror and parties acting in concert with it under Rule 26.1 of the Takeovers Code following Completion;
"**Offeror**"	the Second Purchaser;
"**Offer Price**"	HK$0.6170 per Offer Share, or such higher price as may be required under the Takeovers Code;
"**Offer Shares**"	all issued Voting Shares other than the Sale Shares and any other Shares owned or agreed to be acquired by either Purchaser or any party acting in concert with either of them at the relevant time, excluding Treasury Shares to the extent they are not required to be the subject of the Offer under the Takeovers Code;
"**Parties**"	the First Vendor, the Second Vendor, the First Purchaser, the Second Purchaser and the Vendor Guarantors, and "**Party**" means any one of them;
"**Purchasers' Solicitors**"	Messrs. D. S. Cheung & Co. of 29/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wan Chai, Hong Kong;
"**Record Date**"	the record date fixed by the Company for determining entitlements to the Special Dividend, which shall fall before Completion;
"**Relevant Licences**"	all licences, permits, registrations, certificates and approvals held by the Malaysian Operating Subsidiaries which are due to expire within six (6) months after the date of this Agreement;
"**Revenue**"	the audited consolidated revenue of the Guaranteed Business for a Guaranteed Year, determined in accordance with Clause 10;
"**Ritamix HK**"	Ritamix (HK) Limited, a company incorporated in Hong Kong and a Subsidiary of the Company, details of which are set out in Schedule 2;
"**RM**"	Malaysian Ringgit, the lawful currency of Malaysia;
"**Sale Shares**"	the First Sale Shares and the Second Sale Shares, comprising an aggregate of 363,816,000 Shares and representing approximately 77.08% of all Shares in issue and approximately 77.94% of the Voting Shares as at the date of this Agreement;
"**Sanctioned Person**"	any person who is the subject or target of any economic or financial sanctions, trade embargoes or restrictive measures imposed, administered or enforced by the United Nations Security Council, the Government of Hong Kong, the United States Government (including the Office of Foreign Assets Control of the United States Department of the Treasury), the European Union or any member

	state thereof, the United Kingdom Government (including the Office of Financial Sanctions Implementation), or any other governmental or regulatory authority having jurisdiction over that person, including by reason of being owned or controlled by a person subject to any such sanctions, embargoes or restrictive measures;
"**Second Purchaser Consideration**"	HK$60,318,944.22, being the aggregate consideration payable by the Second Purchaser for the Second Sale Shares at HK$0.6170 per Second Sale Share;
"**Second Sale Shares**"	97,761,660 Shares to be acquired by the Second Purchaser at Completion, comprising 71,445,660 First Vendor Shares and all 26,316,000 Second Vendor Shares, and representing approximately 20.71% of all Shares in issue and approximately 20.94% of the Voting Shares as at the date of this Agreement;
"**Second Vendor Shares**"	26,316,000 Shares beneficially owned and to be sold by the Second Vendor, representing approximately 5.58% of all Shares in issue and approximately 5.64% of the Voting Shares as at the date of this Agreement;
"**Second Vendor Warranties**"	the warranties, representations and undertakings given by the Second Vendor under Clauses 8.7 and 8.8;
"**SFC**"	the Securities and Futures Commission of Hong Kong;
"**Shares**"	ordinary shares with a par value of HK$0.01 each in the share capital of the Company from time to time;
"**Singapore Subsidiary**"	Gladron Pte. Ltd., a company incorporated in Singapore and a Subsidiary of the Company, details of which are set out in Schedule 2;
"**Special Dividend**"	the special cash dividend of HK$0.29 per Share, or such lower amount per Share as may be accepted by the First Vendor in accordance with Clause 4.2, to be declared by the Company before Completion;
"**Stock Exchange**"	The Stock Exchange of Hong Kong Limited;
"**Subsidiaries**"	the subsidiaries of the Company identified in Schedule 2, and each a "**Subsidiary**";
"**Subsidiary Accounts**"	the latest audited financial statements and latest management accounts, if any, of the Malaysian Operating Subsidiaries supplied to the Purchasers;
"**Takeovers Code**"	the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC from time to time;
"**Tax**" or "**Taxation**"	all forms of taxation, levy, duty, rate, impost, charge, withholding, deduction and social security contribution imposed by any Tax authority, together with any interest, penalty, surcharge, fine or cost

	relating to them;
"**Transaction**"	the sale and purchase of all the Sale Shares contemplated under this Agreement;
"**Treasury Shares**"	the Shares repurchased and held by the Company in treasury in accordance with the Listing Rules and the Articles, which do not carry voting rights or rights to dividends while held in treasury;
"**Voting Shares**"	the Shares in issue from time to time (excluding Treasury Shares);
"**Warranties**"	the warranties, representations and undertakings set out in Schedule 4 and those expressly stated in Clause 8 to be given by the First Vendor and the Vendor Guarantors, excluding the Second Vendor Warranties; and
"**Working Capital Support**"	the external financing and/or interest-free unsecured loans to be provided or procured by the First Vendor and the Vendor Guarantors pursuant to Clause 9.

* *For identification purposes only*

1.2 References to any statute, ordinance, rule, code or statutory provision include that statute, ordinance, rule, code or provision as amended, consolidated, re-enacted or replaced from time to time and any subsidiary legislation made under it.

1.3 References to Clauses and Schedules are to clauses of and schedules to this Agreement. The Recitals and Schedules form part of this Agreement.

1.4 Words importing the singular include the plural and vice versa. References to a person include an individual, company, corporation, partnership, firm, body of persons, government, state, agency and any association or organisation, whether or not having separate legal personality.

1.5 References to "**including**", "**include**" or similar expressions are without limitation. General words shall not be given a restrictive meaning because they are followed by particular examples.

1.6 Notwithstanding any other provision of this Agreement, the obligations and liabilities of the Vendors shall be allocated as follows:

(a) the obligations and liabilities of the First Vendor and the Second Vendor are several, and neither Vendor is liable for any act, omission, breach or default of the other Vendor merely because; and

(b) the First Vendor and the Vendor Guarantors are jointly and severally liable among themselves where this Agreement so provides, including in respect of the Warranties, the indemnities in Clause 8, the Working Capital Support, the Performance Guarantee and the Vendor Guarantors' guarantee of the First Vendor's obligations.

1.7 A reference to writing includes email, except in relation to service of legal proceedings or any document which this Agreement expressly requires to be executed as a deed or in original form.

1.8 References to a time of day are to Hong Kong time. If an obligation is required to be performed on a day which is not a Business Day, it shall be performed on the next Business Day unless this Agreement provides otherwise.

1.9 Any obligation of the First Vendor or the Vendor Guarantors to procure an act or omission by a Group Company requires them to exercise all rights and powers lawfully available to them, subject to Applicable Law, the Listing Rules, the Takeovers Code and the fiduciary and statutory duties of the directors of the relevant Group Company.

1.10 The headings are for convenience only and do not affect interpretation.

2. Sale and Purchase

2.1 Subject to the terms and conditions of this Agreement:

(a) the First Vendor shall sell as legal and beneficial owner, and the First Purchaser shall purchase, 266,054,340 First Vendor Shares, being the First Sale Shares;

(b) the First Vendor shall sell as legal and beneficial owner, and the Second Purchaser shall purchase, 71,445,660 First Vendor Shares; and

(c) the Second Vendor shall sell as beneficial owner, and the Second Purchaser shall purchase, all 26,316,000 Second Vendor Shares,

and the Sale Shares referred to in paragraphs (b) and (c) above shall together constitute the Second Sale Shares.

2.2 Each Vendor shall sell its respective Sale Shares free from all Encumbrances and together with all rights attaching to them at or after Completion, including the right to receive all dividends and distributions declared, made or paid after Completion, but excluding, for the avoidance of doubt, the right to receive the Special Dividend.

2.3 The sale and purchase of the First Vendor Shares and the Second Vendor Shares are inter-conditional and shall be completed simultaneously. Neither the sale and purchase of the First Vendor Shares nor the Second Vendor Shares shall be completed unless both are completed at the same time.

3. Consideration, Escrow Sum and Pre-Completion Arrangements

3.1 The Aggregate Consideration for the Sale Shares shall be HK$0.6170 per Sale Share, amounting in aggregate to HK$224,474,472 which shall be satisfied in accordance with Clauses 3.2 and 3.3.

3.2 The Purchasers agree that the Second Purchaser shall, for itself and on behalf of the Purchasers:

(a) before publication of the announcement referred to in Clause 7.2, deposit or procure the deposit with the Escrow Agent pursuant to the Escrow Agreement of funds of not less than the Escrow Sum, and procure that an amount equal to the Escrow Sum is separately identified and irrevocably earmarked in the records of the Escrow Agent as the Escrow Sum;

(b) jointly with the Financial Adviser, give the Irrevocable Instructions to the Escrow Agent and procure that the Escrow Agent acknowledges and accepts them, and deliver to the Vendors a copy of the Irrevocable Instructions;

(c) procure that the Irrevocable Instructions provide that: (i) the Escrow Sum shall be held, released or returned strictly in accordance with Clauses 3.3(a), 4.5, 6.6(c)(A), 6.7(c)(A) and 8.10(a); (ii) except for the joint written notice required under Clause 3.3(a), no

further instruction, consent or confirmation from the Vendors or, in the case of Clause 6.7(c)(A), the Purchasers, shall be required for any such release or return; (iii) each Vendor may enforce its entitlement to the Escrow Sum under the Irrevocable Instructions pursuant to the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong); and (iv) the Irrevocable Instructions shall remain binding notwithstanding any termination of this Agreement until the Escrow Sum has been fully released or returned; and

(d) until the Escrow Sum has been fully released or returned, not, and procure that neither the Financial Adviser nor the Escrow Agent shall, terminate, revoke, withdraw, amend, vary, waive, supersede or depart from the Escrow Agreement or the Irrevocable Instructions, insofar as they relate to the Escrow Sum or the rights of the Vendors, without the prior written consent of the Vendors (such consent shall not be unreasonably withheld or delayed), and procure that the Escrow Sum is not withdrawn, reduced, deducted, set off, charged or otherwise dealt with except in accordance with this Agreement and the Irrevocable Instructions.

3.3 On Completion:

(a) the Purchasers and the Vendors shall deliver to the Escrow Agent a joint written notice confirming that Completion shall take place and specifying the amount of the Escrow Sum to be released to one or both of the Vendors, or as either Vendor may direct, and how the Escrow Sum is to be credited against the payment obligations in paragraphs (b) to (d), and the Second Purchaser shall procure that the Escrow Agent releases the Escrow Sum accordingly pursuant to the Irrevocable Instructions;

(b) the First Purchaser shall pay to the First Vendor HK$164,155,527.78, less the portion of the Escrow Sum allocated against that payment under paragraph (a);

(c) the Second Purchaser shall pay to the First Vendor HK$44,081,972.22, less the portion of the Escrow Sum allocated against that payment under paragraph (a); and

(d) the Second Purchaser shall pay to the Second Vendor HK$16,236,972, less the portion of the Escrow Sum allocated against that payment under paragraph (a).

3.4 Each payment under Clause 3.3 shall be made in United States dollars at the Agreed Exchange Rate by electronic transfer of immediately available funds to the relevant bank account notified by the Vendors not less than three Business Days before Completion.

3.5 Each Vendor shall bear the seller's Hong Kong stamp duty on the sale of the Sale Shares sold by it, and each Purchaser shall bear the buyer's Hong Kong stamp duty on the Sale Shares acquired by it. Each Party shall bear its own bank charges in connection with payments made by it under this Agreement.

3.6 (a) Within ten (10) Business Days after the date of this Agreement, the First Vendor shall deliver to the First Vendor's Solicitors:

(i) the original share certificate or certificates for all 337,500,000 First Vendor Shares;

(ii) instruments of transfer and contract notes in respect of all the First Vendor Shares, duly executed by the First Vendor and left blank as to transferee and date;

(iii) an irrevocable power of attorney in favour of the Purchasers authorising them to complete and date those instruments and to do all things necessary to vest title to the First Vendor Shares in the Purchasers at Completion; and

(iv) an irrevocable written instruction to the First Vendor's Solicitors, with a copy of such instructions to the Purchasers, to hold the documents referred to in paragraphs (i), (ii) and (iii) and not to release or otherwise deal with them except: (i) by delivering them to the Purchasers at Completion against payment in accordance with Clauses 3.3 and 6.2; or (ii) by returning them to the First Vendor upon termination of this Agreement otherwise than by reason of a default by the First Vendor, and not to act on any subsequent or other instruction inconsistent with such instructions.

(b) Within ten (10) Business Days after the date of this Agreement, the Second Vendor shall give to its CCASS participant irrevocable written instructions, together with any duly executed form required by it, (i) to retain the Second Vendor Shares and not to transfer, withdraw, encumber or otherwise deal with them pending Completion or termination of this Agreement; and (ii) upon receipt of written notice from the Purchasers' Solicitors confirming the Completion Date determined in accordance with this Agreement, to insert that date as the settlement date and input into CCASS an instruction for the delivery, on a free-of-payment basis, of all the Second Vendor Shares to the stock account designated by the Second Purchaser. The Second Vendor shall deliver to the Second Purchaser a copy of such instructions and evidence of their receipt by its CCASS participant and shall not revoke, withdraw or vary them.

(c) Nothing in this Clause 3.6 transfers any legal or beneficial interest in, or any voting right attaching to, the Sale Shares before Completion. All voting rights attaching to the Sale Shares remain exercisable by the relevant Vendor until Completion, subject to Clause 5.

4. Conditions Precedent

4.1 Completion is conditional upon the following Conditions having been fulfilled or, where capable of waiver, waived in accordance with Clause 4.2 on or before the Long Stop Date:

(a) all clearances and no-objections required from the SFC, the Stock Exchange or any other competent authority in connection with the entry into, performance of this Agreement, the Transaction, and other transactions and arrangements contemplated by this Agreement having been obtained and remaining in full force, and no such authority having indicated that any of the foregoing will or may result in a breach of Applicable Law, or the listing status of the Shares being suspended, cancelled, revoked or materially adversely affected;

(b) the Special Dividend having been validly declared as a cash dividend pro rata to all shareholders of the Company (excluding the Company in respect of the Treasury Shares) whose names appear on the register of members on the Record Date, and: (i) the Record Date having occurred before Completion and the entitlement of such shareholders to the Special Dividend having become unconditional; (ii) the declaration of the Special Dividend having been made in compliance with Applicable Law, the Articles, the Listing Rules and the Takeovers Code; and (iii) the Board having approved, and the Company having announced, the revised use of part of the Company's unutilised net IPO proceeds in connection with the payment of the Special Dividend;

(c) no Applicable Law, order, injunction, judgment or decision having been enacted, made or issued which restrains, prohibits, renders unlawful or materially delays Completion or the performance of this Agreement;

(d) the Shares remaining listed on the Main Board of the Stock Exchange and trading in the Shares not having been halted or suspended at any time from the date of this Agreement up to Completion, other than any temporary trading halt or suspension pending publication of such announcement or any other announcement relating to the Transaction;

(e) the Warranties being true, accurate and not misleading in all material respects on the date of this Agreement and at Completion as if repeated at Completion by reference to the facts and circumstances then existing;

(f) the Second Vendor Warranties being true, accurate and not misleading in all material respects on the date of this Agreement and at Completion as if repeated at Completion by reference to the facts and circumstances then existing;

(g) the First Vendor and the Vendor Guarantors having performed and complied in all material respects with all obligations, covenants and undertakings required to be performed or complied with by them before Completion;

(h) the Second Vendor having performed and complied with all obligations, covenants and undertakings required to be performed or complied with by it before Completion;

(i) no Material Adverse Effect having occurred or become apparent since the date of this Agreement; and

(j) all consents, approvals, waivers and notifications required under any material contract, financing arrangement, licence, permit or other arrangement of any Group Company as a result of the Transaction or the change of control of the Company having been obtained or made on terms reasonably satisfactory to the Purchasers.

4.2 The Purchasers acting jointly may, at any time by written notice to the Vendors, waive, in whole or in part, any Condition (other than the Conditions set out in Clauses 4.1(a), 4.1(b), 4.1(c)). The First Vendor may, at any time by written notice to the Purchasers, waive, in whole or in part, the Condition set out in Clause 4.1(b) as to the amount of the Special Dividend (including by accepting a reduced amount of the Special Dividend).

4.3 The First Vendor and the Vendor Guarantors shall use their reasonable endeavours and shall procure, so far as lawfully within their power, that each Group Company uses its reasonable endeavours, to procure fulfilment of the Conditions (other than the Conditions set out in Clauses 4.1(f) and 4.1(h)) as soon as practicable and in any event on or before the Long Stop Date. The Second Vendor shall use its reasonable endeavours to procure fulfilment of the Conditions set out in Clauses 4.1(f) and 4.1(h) as soon as practicable and in any event on or before the Long Stop Date.

4.4 Each Vendor shall promptly notify the Purchasers in writing upon becoming aware of any fact, matter or circumstance which may prevent, delay or adversely affect fulfilment of a Condition.

4.5 If any Condition has not been fulfilled or, where applicable, waived in accordance with Clause 4.2 on or before the Long Stop Date, this Agreement shall automatically terminate upon expiry of the Long Stop Date. Upon such termination, the Second Purchaser shall procure that, upon

receipt by the Escrow Agent of written notice from the Second Purchaser or the Purchasers' Solicitors confirming such termination, the entire Escrow Sum shall be returned, without interest, to the Second Purchaser for itself and on behalf of the Purchasers pursuant to the Irrevocable Instructions, without requiring any further written instructions from the Vendors. The Vendors shall have no right or interest in the Escrow Sum upon such termination, and all rights and obligations of the Parties shall cease to have effect, except for (a) any rights and liabilities which have accrued before termination, (b) any liability arising from an antecedent breach of this Agreement; and (c) Clauses 1, 12, 14, 15 and 16 and this Clause 4.5, which shall survive such termination.

5. Pre-Completion Matters

5.1 From the date of this Agreement until Completion, (a) the First Vendor and each Vendor Guarantor shall promptly notify the Purchasers in writing of any fact, matter or circumstance which constitutes or may constitute a breach of a Warranty, a Material Adverse Effect or a breach of any undertaking on the part of the First Vendor or the Vendor Guarantors; and (b) the Second Vendor shall promptly notify the Purchasers in writing of any fact, matter or circumstance which constitutes or may constitute a breach of any Second Vendor Warranty or a breach of any undertaking on its part.

5.2 During the period from the date of this Agreement and ending on the date on which the directors nominated by the Purchasers are appointed to the Board at the earliest time permitted under the Takeovers Code (the "**Relevant Period**"), subject to Applicable Law, the Listing Rules, the Takeovers Code and the fiduciary and statutory duties of the directors of the relevant Group Company, the First Vendor and the Vendor Guarantors shall procure, so far as lawfully within their power, that each Group Company carries on the Business in the ordinary and usual course, preserves its assets, goodwill, licences, employees and relationships with customers and suppliers, and maintains adequate working capital and insurance.

5.3 During the Relevant Period, without the prior written consent of the Purchasers acting jointly, the First Vendor and the Vendor Guarantors shall not, and shall procure so far as lawfully within their power that no Group Company shall, other than as expressly contemplated by this Agreement or required by Applicable Law:

(a) allot, issue, grant, sell, transfer, cancel, redeem, purchase or agree to allot, issue, grant, sell, transfer, cancel, redeem or purchase any share, Treasury Share, option, warrant, convertible security or other right over its capital;

(b) create or permit to arise any Encumbrance over any First Vendor Share or any share or material asset of a Group Company;

(c) declare, make or pay any dividend or distribution other than the Special Dividend;

(d) alter its constitutional documents, share capital, accounting reference date or accounting policies or practices, except as required by a change in IFRS or Applicable Law;

(e) acquire or dispose of any business, undertaking, shares or material asset, or enter into any joint venture, partnership or similar arrangement;

(f) incur, assume, guarantee or secure any borrowing or other financial indebtedness, grant any guarantee, indemnity or security, or make any loan or advance, other than in the ordinary business of the Group, the ordinary-course trade credit and drawdowns within

facilities existing at the date of this Agreement and any borrowing or other financial indebtedness incurred or assumed pursuant to, and strictly in accordance with, the Working Capital Support arrangements under Clause 9;

(g) enter into, vary, renew or terminate any material contract or commitment, or any contract which is unusual, onerous, long-term or outside the ordinary and usual course of the Business;

(h) make or commit to any capital expenditure exceeding HK$1,000,000 in aggregate;

(i) commence, settle, compromise or admit liability in relation to any litigation, arbitration, investigation or claim involving more than HK$1,000,000 or which may materially affect the Group or its listing status;

(j) increase the remuneration or benefits of, make any bonus or termination payment to, or materially vary the terms of employment of, any director or senior employee, other than in the ordinary course and consistent with past practice;

(k) enter into any transaction with either Vendor, a Vendor Guarantor or any of their respective associates or connected persons;

(l) waive, release, write off or compromise any material receivable, claim or right;

(m) cease or materially reduce any material part of the Business, or take any action which may jeopardise any material licence, approval, customer or supplier relationship; or

(n) agree or commit to do any of the foregoing.

5.4 During the Relevant Period, the First Vendor and the Vendor Guarantors shall procure, so far as lawfully within their power, that the Company continues to comply in all material respects with the Listing Rules, the Takeovers Code, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), the Articles and all other Applicable Law.

5.5 From the date of this Agreement until Completion, each Vendor shall:

(a) preserve its legal and/or beneficial title (where applicable) to the Sale Shares held by it and shall not sell, transfer, charge, pledge, grant any option or other right over, or agree to dispose of or deal with, any of its Sale Shares, or exercise or purport to exercise any right which would prevent or hinder the transfer of its Sale Shares to the relevant Purchaser at Completion; and

(b) promptly provide all information, confirmations and assistance relating to itself, its ultimate beneficial owner, its shareholding, dealings, arrangements and the sale of the Sale Shares held by it reasonably required for compliance with the Takeovers Code.

5.6 Prior to Completion, the First Vendor shall procure the Company to pass such board and/or shareholder resolutions as the Purchasers may reasonably require to ratify, confirm and formally record its past corporate actions, transactions and other matters, and delivers the originals of such resolutions to the Purchasers in form and substance reasonably satisfactory to them.

5.7 Prior to Completion, the First Vendor and each Vendor Guarantor shall jointly and severally procure that all shares and other equity interests in the Singapore Subsidiary held by the

Company shall be validly transferred, free from all Encumbrances, to Ritamix International Limited, a Subsidiary of the Company incorporated in the British Virgin Islands (particulars of which are set out in Schedule 2) ("**Ritamix International**"), on terms and in a manner reasonably satisfactory to the Purchasers. The First Vendor and the Vendor Guarantors shall procure that all approvals, registrations, filings and other actions required to give effect to such transfer are obtained, made or taken and shall deliver to the Purchasers reasonable documentary evidence of their completion.

5.8 The First Vendor and each Vendor Guarantor shall jointly and severally use their best endeavours to procure that, prior to Completion, a lawful reduction of the registered capital of 海南利特米生物科學有限公司 (Ritamix Biosciences Hainan Pvt Ltd.)*, a company established in the PRC and a Subsidiary of the Company (particulars of which are set out in Schedule 2) ("**Ritamix Biosciences**"), is completed in such amount and manner as will eliminate all outstanding capital contribution obligations of Ritamix HK in respect of its equity interest in Ritamix Biosciences, or in such other amount as may be reasonably satisfactory to the Purchasers, and that all approvals, creditor notifications and protection procedures, registrations, filings and other actions required under Applicable Law to give effect to each such reduction are duly completed. The First Vendor and the Vendor Guarantors shall keep the Purchasers reasonably informed of the progress of the capital reduction and, upon completion, deliver to the Purchasers documentary evidence reasonably satisfactory to them that the said capital reduction has become legally effective and has resulted in the registered capital attributable to Ritamix HK's equity interest being reduced to the amount of capital actually paid by Ritamix HK.

6. Completion

6.1 Completion shall take place at the offices of the Purchasers' Solicitors, or remotely by electronic exchange of executed documents and other Completion deliverables as the Purchasers may reasonably direct, on the Completion Date, when all actions set out in Clauses 6.2 to 6.5 shall take place simultaneously.

6.2 At Completion, the First Vendor shall deliver or procure delivery to the Purchasers of:

(a) the original share certificate or certificates for all 337,500,000 First Vendor Shares, together with duly executed instruments of transfer and sold notes transferring 266,054,340 First Vendor Shares to the First Purchaser and 71,445,660 First Vendor Shares to the Second Purchaser, in each case free from all Encumbrances;

(b) certified copies of the board resolutions and shareholders' resolutions of the First Vendor approving this Agreement, the sale of the First Vendor Shares and the execution of all Completion documents;

(c) a completion certificate signed by the First Vendor and each Vendor Guarantor confirming that the Conditions relating to them have been fulfilled, the Warranties are true, accurate and not misleading in all material respects at Completion and the First Vendor and the Vendor Guarantors have complied with their obligations under this Agreement;

(d) board resolutions of the Company approving the declaration of the Special Dividend in accordance with Clause 4.1(b);

(e) certificates of good standing and incumbency in respect of the Company dated not more than five Business Days before Completion;

(f) all statutory books, registers, common seals, certificates, minute books, accounting records, licences, material contracts, title documents, passwords, access credentials and other corporate records of the Group, or evidence satisfactory to the Purchasers that they are in the custody and control of the relevant Group Company and available to the Board following Completion;

(g) board resolutions of the Company, in form reasonably satisfactory to the Purchasers, (i) approving the appointments of the Purchasers' nominees as directors of the Company with effect from the earliest time permitted under the Takeovers Code, provided that the Purchasers shall notify the First Vendor in writing of the names of such nominees and provide such particulars as the Company may reasonably require not later than three (3) Business Days before Completion; (ii) accepting the resignations of such existing directors (other than Dato' Sri Lee Haw Yih) and officers of the Company as the Purchasers may jointly specify with effect from the earliest time permitted under the Takeovers Code; and (iii) approving changes to bank mandates and authorised signatories of the Company with effect from such time after Completion as the Purchasers may jointly specify in writing;

(h) letters of resignation substantially in the form set out in Schedule 3 from each existing director (other than Dato' Sri Lee Haw Yih) and officer of the Company required by the Purchasers to resign, confirming that he or she has no claim against any Group Company for compensation, remuneration, severance, expenses or otherwise, with each resignation taking effect at the earliest time permitted under the Takeovers Code;

(i) a letter from the Company to its registered agent signed by the existing directors of the Company informing such registered agent of the change of ownership, directorship and contact person for the Company;

(j) all powers of attorney or other authorities under which this Agreement or any Completion document has been executed on behalf of the First Vendor;

(k) a letter of explanatory statement concerning the status and affairs of the Hainan Subsidiaries, duly executed by each Vendor Guarantor and delivered to the Purchasers, in form and substance reasonably satisfactory to the Purchasers, together with documentary evidence reasonably satisfactory to the Purchasers that either the capital reductions contemplated by Clause 5.8 have been lawfully completed; or sufficient financing is available to Ritamix HK at Completion to enable it to satisfy, or procure the satisfaction in full of, all outstanding capital contribution obligations in respect of the Hainan Subsidiaries;

(l) a framework agreement giving effect to the Working Capital Support as contemplated under Clause 9, duly executed by the First Vendor, each Vendor Guarantor and Ritamix International Limited, together with an agreed form of drawdown notice duly executed by the relevant member(s) of the Group, each in form and substance reasonably satisfactory to the Purchasers; and

(m) such other documents as the Purchasers may reasonably require to vest good title to the First Vendor Shares in the relevant Purchaser.

6.3 At Completion, the Second Vendor shall deliver or procure delivery to the Second Purchaser of:

(a) a copy of the irrevocable instructions given by the Second Vendor to its CCASS

participant to input into CCASS a settlement instruction for the delivery, on a free-of-payment basis, of all 26,316,000 Second Vendor Shares to the stock account designated by the Second Purchaser, with the Completion Date specified as the settlement date;

(b) a copy of the relevant CCASS record or written confirmation from the Second Vendor's CCASS participant evidencing that such settlement instruction has been duly input into CCASS and matched with the corresponding settlement instruction input by the Second Purchaser's CCASS participant;

(c) a duly executed sold note in respect of the Second Vendor Shares;

(d) certified copies of the board resolutions and shareholders' resolutions of the Second Vendor approving this Agreement, the sale of the Second Vendor Shares and the execution of all Completion documents;

(e) a completion certificate signed by the Second Vendor confirming that the Conditions relating to it have been fulfilled, the Second Vendor Warranties are true, accurate and not misleading in all material respects at Completion and it has complied with its obligations under this Agreement;

(f) all powers of attorney or other authorities under which this Agreement or any Completion document has been executed on behalf of the Second Vendor; and

(g) such other documents as the Second Purchaser may reasonably require to give effect to the transfer of the Second Vendor Shares.

6.4 Against compliance by the First Vendor with Clause 6.2, the First Purchaser shall:

(a) comply with Clause 3.3(a) and pay the First Purchaser Consideration to the First Vendor in accordance with Clause 3.3(b), after deducting from the First Purchaser Consideration an amount equal to the seller's Hong Kong stamp duty payable by the First Vendor in respect of the First Sale Shares sold by it to the First Purchaser provided that the amount to be deducted shall be agreed in writing by the First Vendor before the payment of the First Purchase Consideration (and such agreement shall not be unreasonably withheld or delayed). The First Purchaser shall apply each amount so deducted towards payment of such stamp duty on behalf of the First Vendor, and the amount so applied shall be treated as payment to the First Vendor of an equivalent amount of the First Purchaser Consideration;

(b) deliver certified copies of its board resolutions approving this Agreement and its acquisition of the First Sale Shares; and

(c) deliver a duly executed bought note in respect of the First Sale Shares and pay or procure payment of the buyer's Hong Kong stamp duty relating to the purchase of the First Sale Shares.

6.5 Against compliance by the First Vendor and the Second Vendor with Clauses 6.2 and 6.3, the Second Purchaser shall:

(a) comply with Clause 3.3(a) and pay the relevant portion of the Second Purchaser Consideration to the First Vendor and the Second Vendor in accordance with Clauses 3.3(c) and 3.3(d), respectively, after deducting from each such portion an amount equal to the seller's Hong Kong stamp duty payable by the relevant Vendor in respect of the

Second Sale Shares sold by it to the Second Purchaser provided that the amount to be deducted shall be agreed in writing by the First Vendor and the Second Vendor before the payment of the Second Purchase Consideration (and such agreement shall not be unreasonably withheld or delayed). The Second Purchaser shall apply each amount so deducted towards payment of such stamp duty on behalf of the relevant Vendor, and the amount so applied shall be treated as payment to that Vendor of an equivalent amount of the Second Purchaser Consideration;

(b) deliver certified copies of its board resolutions approving this Agreement and its acquisition of the Second Sale Shares; and

(c) deliver duly executed bought notes in respect of the Second Sale Shares and pay or procure payment of the buyer's Hong Kong stamp duty relating to the acquisitions of the Second Sale Shares.

For the avoidance of doubt, the Second Purchaser shall not be obliged to make any payment under Clause 3.3(d) unless and until the Second Vendor has complied in full with Clauses 6.3(a) and 6.3(b).

6.6 If Completion does not take place on the Completion Date by reason of (i) any failure by the First Vendor or any Vendor Guarantor to comply with its obligations under Clause 6.2; or (ii) any failure by the Second Vendor to comply with its obligations under Clause 6.3, the Purchasers, acting jointly, may, without prejudice to any accrued right or remedy available to them, by written notice to the Vendor or Vendors in default:

(a) proceed to Completion so far as practicable;

(b) postpone Completion to a Business Day specified by the Purchasers falling not more than twenty (20) Business Days after the date originally fixed for Completion, in which case this Agreement shall apply as if the postponed date were the Completion Date; or

(c) terminate this Agreement with immediate effect, whereupon:

(A) the Second Purchaser shall procure that, upon receipt by the Escrow Agent of a copy of the written termination notice given by the Purchasers under this Clause 6.6, the entire Escrow Sum shall be returned, without interest, to the Second Purchaser for itself and on behalf of the Purchasers pursuant to the Irrevocable Instructions, without requiring any further written instructions from the Vendors;

(B) upon termination pursuant to this Clause 6.6(c), the First Vendor, each Vendor Guarantor and the Second Vendor shall be jointly and severally liable to pay to the Purchasers, within ten (10) Business Days after such termination, an amount equal to twenty per cent. (20%) of the Aggregate Consideration as liquidated damages and not as a penalty, irrespective of whether such termination results from a failure referred to in paragraph (i) or paragraph (ii) above, or failures referred to in both such paragraphs, provided that the aggregate amount recoverable under this paragraph (B) shall not exceed twenty per cent. (20%) of the Aggregate Consideration. The Parties acknowledge and agree that, given that completion of the sale and purchase of the First Vendor Shares is inter-conditional with completion of the sale and purchase of the Second Vendor Shares under Clause 2.3, a failure referred to in either paragraph (i) or paragraph (ii) above will prevent the Transaction as a whole

from completing and the Purchasers from proceeding with the Offer as contemplated under this Agreement; that the resulting commercial consequences for the Purchasers will be the same irrespective of which such failure gives rise to the termination; and that the amount payable under this paragraph (B) represents a genuine pre-estimate of the loss and damage likely to be suffered by the Purchasers and constitutes a reasonable and proportionate protection of their legitimate interest in the performance of this Agreement. Upon payment in full of the amount payable under this paragraph (B), such payment shall constitute full and final settlement of all claims of the Purchasers against the Vendors and the Vendor Guarantors arising out of the relevant failure or failures to complete and the resulting termination of this Agreement, but shall not affect any liability for any claim in respect of any separate antecedent breach which does not arise solely from such failure or failures to complete; and

(C) subject to paragraph (B) above, all rights and obligations of the Parties under this Agreement shall cease, except for any rights and liabilities accrued before termination, any liability arising from an antecedent breach of this Agreement, and Clauses 1, 12, 14, 15 and 16 and this Clause 6.6(c), which shall survive such termination.

6.7 If Completion does not take place on the Completion Date by reason of any failure by either Purchaser to comply with its obligations under Clause 6.4 or Clause 6.5, as applicable, the Vendors, acting jointly, may, without prejudice to any accrued right or remedy available to them, by written notice to the Purchaser or Purchasers in default:

(a) proceed to Completion so far as practicable;

(b) postpone Completion to a Business Day specified by the Vendors falling not more than twenty (20) Business Days after the date originally fixed for Completion, in which case this Agreement shall apply as if the postponed date were the Completion Date; or

(c) terminate this Agreement with immediate effect, whereupon:

(A) the entire Escrow Sum, being an amount equal to twenty per cent. (20%) of the Aggregate Consideration, shall be forfeited to the Vendors as liquidated damages and not as a penalty, which amount the Parties acknowledge and agree represents a genuine pre-estimate of the loss and damage likely to be suffered by the Vendors as a result of such failure and termination. The Second Purchaser shall procure that, upon receipt by the Escrow Agent of a copy of the written termination notice given by the Vendors under this Clause 6.7, the entire Escrow Sum shall be released, without interest, to the Vendors in the respective proportions which the Consideration payable to each Vendor bears to the Aggregate Consideration, by payment to the respective accounts specified in that notice, pursuant to the Irrevocable Instructions and without requiring any further written instructions from the Purchasers. Such forfeiture and release shall constitute full and final settlement of all claims of the Vendors and the Vendor Guarantors against the Purchasers arising out of the relevant failure to complete and the resulting termination of this Agreement, and neither Vendor nor any Vendor Guarantor shall be entitled to make any further claim against either Purchaser in respect thereof; and

(B) all rights and obligations of the Parties under this Agreement shall cease, except

for any rights and liabilities accrued before termination, any liability arising from an antecedent breach of this Agreement, and Clauses 1, 12, 14, 15 and 16 and this Clause 6.7(c), which shall survive such termination.

7. The Offer

7.1 The Purchasers acknowledge that the First Purchaser and the Second Purchaser are acting in concert and Completion will give rise to an obligation on the part of the Purchasers or parties acting in concert with either of them to make the Offer under Rule 26.1 of the Takeovers Code. In compliance with the Takeovers Code, the Second Purchaser shall be the Offeror. Notwithstanding this, the First Purchaser and all parties acting or presumed to be acting in concert with the First Purchaser, including the Second Purchaser, and the respective ultimate beneficial owners of each of the First Purchaser and the Second Purchaser, will form part of the concert group of the Offeror. Subject to the Takeovers Code, the Offer shall be made in cash at the Offer Price and on an ex-Special Dividend basis.

7.2 As soon as practicable after the execution of this Agreement and after the Financial Adviser is satisfied that sufficient financial resources are available to the Second Purchaser to satisfy full acceptance of the Offer, the First Vendor and the Vendor Guarantors shall procure the Company, so far as lawfully within their power, to issue jointly with the Second Purchaser the announcement required under Rule 3.5 of the Takeovers Code in a form agreed by the Vendors and the Purchasers and cleared by the SFC and the Stock Exchange.

7.3 The Vendors, the Vendor Guarantors and the Purchasers shall cooperate and use all reasonable endeavours to procure the preparation, clearance and despatch of the composite offer and response document in accordance with the Takeovers Code and within the applicable time limit or such extended period as the Executive may consent to.

7.4 Each Party shall promptly provide all information, confirmations, consents, documents and assistance reasonably required for the preparation, verification, clearance, publication or despatch of any announcement, document or submission relating to the Transaction or the Offer. Each Party shall accept responsibility for the information relating to itself and its associates or concert parties and shall ensure that such information is true, accurate and not misleading and does not omit any material fact.

7.5 The First Vendor and the Vendor Guarantors shall provide, and shall procure that the Company and the relevant directors and senior management provide, all information and assistance reasonably required by the Purchasers, the Financial Adviser, the Auditors and other professional advisers for compliance with Rule 10 of the Takeovers Code in relation to the Performance Guarantee in Clause 10, including preparation of assumptions, reports and confirmations.

7.6 Pending the close of the Offer, the First Vendor and the Vendor Guarantors shall not, and shall procure so far as lawfully within their power that no Group Company shall, take any action which would frustrate the Offer or deny shareholders the opportunity to decide on its merits, or sell, transfer, cancel or otherwise deal with any Treasury Shares, except with the prior written consent of the Purchasers and in compliance with the Takeovers Code and the Listing Rules.

8. Warranties, Indemnities and Undertakings

8.1 The First Vendor and each Vendor Guarantor jointly and severally warrant, represent and undertake to each Purchaser that save as Disclosed, each Warranty is true, accurate and not misleading on the date of this Agreement and shall remain true, accurate and not misleading on

each day up to and including Completion as if repeated on each such day by reference to the facts and circumstances then existing.

8.2 Each Warranty is separate and independent and shall not be limited by reference to any other Warranty or any other provision of this Agreement. Each Purchaser enters into this Agreement in reliance on the Warranties.

8.3 The First Vendor and each Vendor Guarantor shall jointly and severally indemnify and keep indemnified each Purchaser, for itself and as trustee for each Group Company, against all Losses suffered or incurred by a Purchaser or any Group Company arising out of or in connection with:

(a) any breach of a Warranty;

(b) any breach or non-performance by the First Vendor or a Vendor Guarantor of any covenant, undertaking or obligation under this Agreement, including, without limitation, any breach or non-performance of any obligation (including any failure to provide Working Capital Support under Clause 9 and any failure to pay any amount payable when due under Clause 10); or

(c) any fact, matter or circumstance which renders a Warranty untrue, inaccurate or misleading.

8.3A (a) The First Vendor and each Vendor Guarantor shall jointly and severally indemnify and keep indemnified the Purchasers, for themselves and as trustee for the Company, against all Losses suffered or incurred by the Purchasers or the Company arising directly or indirectly out of or in connection with:

(i) any act done or omitted, or any event, matter or circumstance occurring, existing or arising, on or before Completion which constitutes or gives rise to any breach of or non-compliance with any Applicable Law, the Listing Rules, the Takeovers Code or regulatory requirement by the Company, any other Group Company or any of their respective directors, officers, employees or agents acting in that capacity; or

(ii) any actual, contingent, pending, threatened or potential dispute, claim, demand, action, suit, litigation, arbitration, investigation, inquiry, administrative or regulatory proceeding or other process, or any judgment, order, direction, notice, decision, ruling, award, enforcement action or other measure, whether commercial, contractual, tortious, statutory, administrative, regulatory or otherwise and whether involving any customer, supplier, business partner, contractual counterparty, other third party or governmental, judicial, administrative or regulatory authority, against or otherwise affecting any Purchaser or any Group Company, which arises directly or indirectly out of or relates to any act done or omitted, or any event, matter or circumstance occurring, existing or arising, on or before Completion in connection with the business, affairs, assets, liabilities, operations, transactions, arrangements, projects, investments or activities of any Group Company, whether or not the same constitutes or gives rise to any breach of or non-compliance with any Applicable Law or regulatory requirement and whether the relevant dispute, claim, proceeding, order or other matter arises, is commenced, asserted, issued or taken before, on or after Completion; or

(iii) any debt, liability or obligation of any Group Company (including, without limitation, the Hainan Subsidiaries), whether actual, contingent, accrued, unaccrued, present or future and whether existing at Completion or arising, crystallising, being determined or becoming due or payable after Completion, where the underlying act, omission, event, matter or circumstance giving rise to it occurred, existed or arose on or before Completion, including any liability arising under or in connection with (A) any contract, deed, undertaking, commitment or arrangement entered into, assumed or existing on or before Completion; (B) any judgment, order, arbitral award, decision or settlement; (C) any obligation to pay compensation, damages, restitution or an indemnity, or any tortious, statutory or other liability; or (D) any fine, penalty, levy, charge or other monetary liability imposed by any governmental, judicial, administrative or regulatory authority,

including any compensation, damages, settlement amount, fine, penalty, payment, cost, expense or other liability imposed on, incurred by or becoming payable by the Purchasers or the Company after Completion, any related regulatory, disciplinary or enforcement action, any adverse action affecting the listing of or dealings in the Shares, and any resulting diminution in the value of the Sale Shares acquired by the Purchasers.

(b) For the purposes of this Clause 8.3A, each debt, liability or obligation referred to in Clause 8.3A(a)(iii), and each debt, liability or obligation arising out of or in connection with any matter referred to in Clause 8.3A(a)(i) or 8.3A(a)(ii), shall be a "**Relevant Liability**".

(c) Without prejudice to the indemnity under Clause 8.3A(a), the First Vendor and each Vendor Guarantor jointly and severally, irrevocably and unconditionally:

(i) guarantee to each Purchaser, for itself and as trustee for the Company, the due and punctual payment, performance and discharge by each Group Company of every Relevant Liability; and

(ii) undertake, as a separate and primary obligation, upon any Relevant Liability becoming due or payable and immediately upon written demand by either Purchaser, to pay, perform or discharge that Relevant Liability in full, or procure that it is paid, performed or discharged in full, whether or not the relevant Group Company has first failed to do so.

(d) Without limiting Clause 8.3A(c), the Purchasers may reasonably require the First Vendor and/or any one or more Vendor Guarantors to:

(i) pay or discharge a Relevant Liability directly to the relevant creditor, claimant, counterparty, judgment or award creditor or governmental, judicial, administrative or regulatory authority or, if such direct payment or discharge is not practicable or accepted, place the Company or the relevant Group Company in cleared funds sufficiently in advance to enable that Relevant Liability to be discharged when due;

(ii) enter into or become a party to any settlement, compensation, payment or other arrangement relating to a Relevant Liability and assume direct responsibility for the payments to be made under that arrangement; and/or

(iii) to the extent permitted by Applicable Law and by the relevant court, tribunal or

authority, take all steps and give all consents reasonably requested by the Purchasers to apply or consent to being joined as a party (including, where appropriate, as a co-defendant) to, or otherwise participate in, any action, suit, litigation, arbitration, administrative or regulatory proceeding relating to a Relevant Liability.

(e) The First Vendor and the Vendor Guarantors shall comply with any requirement under Clause 8.3A(d) at their own cost. Neither Purchaser, the Company nor any other Group Company shall be required, as a condition to making or enforcing any claim under this Clause 8.3A, first to pay or discharge any Relevant Liability from its own funds, commence proceedings against any person or enforce or exhaust any other right or remedy. No person shall, however, recover more than once in respect of the same Loss or Relevant Liability.

(f) The indemnity, guarantee and undertakings under this Clause 8.3A insofar as they relate to the Hainan Subsidiaries shall apply notwithstanding that the relevant matter has been Disclosed in the Disclosure Letter or is otherwise known to either Purchaser before Completion, and no such disclosure or knowledge shall prejudice or limit any claim under this Clause 8.3A arising out of or in connection with the Hainan Subsidiaries.

(g) The guarantee and primary obligations under this Clause 8.3A are continuing obligations and shall remain in full force until all Relevant Liabilities have been irrevocably paid, performed and discharged in full. This Clause 8.3A shall survive Completion.

8.4 No investigation made, information received or knowledge acquired by either Purchaser or any of its advisers, whether before or after the date of this Agreement, shall prejudice any claim under the Warranties or operate as a waiver of any right or remedy, and it shall not be a defence that either Purchaser knew or ought to have known of the matter giving rise to the claim. For the avoidance of doubt, nothing in this Clause shall affect any express qualification of the Warranties by matters Disclosed.

8.5 Each of the First Vendor and the Vendor Guarantors agrees with each Purchaser, for itself and as trustee for each Group Company and each of their respective directors, officers, employees and professional advisers (together, the "**Relevant Persons**"), that it shall not make or enforce any claim against any Relevant Person in respect of any misrepresentation, inaccuracy or omission in any information or advice supplied by a Relevant Person in connection with the Warranties or the business, affairs, assets or liabilities of any Group Company.

8.6 The First Vendor and each Vendor Guarantor shall promptly notify the Purchasers in writing upon becoming aware of any matter which constitutes or may constitute a breach of a Warranty. No notification or disclosure made after the date of this Agreement shall qualify or limit a Warranty unless the Purchasers expressly agree in writing.

8.6A The First Vendor and each Vendor Guarantor jointly and severally warrant, represent and undertake to each Purchaser that:

(a) the First Vendor is the sole legal and beneficial owner of the First Vendor Shares;

(b) the First Vendor Shares have been validly issued and are fully paid;

(c) the First Vendor Shares rank pari passu in all respects with all other Shares of the same class;

(d) the First Vendor Shares are free from all Encumbrances, calls, options, rights of pre-emption and other third-party rights, and the Company has not exercised or purported to exercise any lien over them;

(e) the First Vendor has not sold, transferred, charged, pledged, granted any option or other right over, committed or agreed to deal with any First Vendor Share before Completion other than under this Agreement;

(f) no order has been made, petition presented, resolution passed or meeting convened for the winding up, dissolution, restructuring or reorganisation of the First Vendor, no receiver, manager, liquidator or similar officer has been appointed over the First Vendor or any of its assets, and the First Vendor is able to pay its debts as they fall due;

(g) all information supplied by or on behalf of the First Vendor or any Vendor Guarantor concerning the First Vendor, any Vendor Guarantor, their respective ultimate beneficial owners, their shareholdings, dealings and arrangements and the First Vendor Shares for the purposes of the Takeovers Code is true, accurate and not misleading in all material respects and does not omit any material fact necessary to make such information not misleading; and

(h) none of the First Vendor, any Vendor Guarantor or any of their respective ultimate beneficial owners (where applicable) is a Sanctioned Person.

8.7 The Second Vendor warrants, represents and undertakes to each Purchaser that:

(a) it is the sole beneficial owner of the Second Vendor Shares and is beneficially entitled to dispose of and transfer the Second Vendor Shares;

(b) the Second Vendor Shares have been validly issued and are fully paid;

(c) the Second Vendor Shares rank pari passu in all respects with all other Shares of the same class;

(d) the Second Vendor Shares are free from all Encumbrances, calls, options, rights of pre-emption and other third-party rights, and the Company has not exercised or purported to exercise any lien over them;

(e) it has not sold, transferred, charged, pledged, granted any option or other right over, committed or agreed to deal with any Second Vendor Share before Completion other than under this Agreement;

(f) no order has been made, petition presented, resolution passed or meeting convened for its winding up, dissolution, restructuring or reorganisation, no receiver, manager, liquidator or similar officer has been appointed over it or its assets, and it is able to pay its debts as they fall due;

(g) all information supplied by or on behalf of it concerning the Second Vendor, its ultimate beneficial owner, its shareholding, dealings, arrangements and the Second Vendor Shares for the purposes of the Takeovers Code is true, accurate and not misleading in all material respects and does not omit any material fact; and

(h) neither the Second Vendor nor any of its ultimate beneficial owner(s) is a Sanctioned Person.

8.8 Each Second Vendor Warranty is separate and independent and shall remain true, accurate and not misleading on each day up to and including Completion as if repeated by reference to the facts and circumstances then existing. Each Purchaser enters into this Agreement in reliance on the Second Vendor Warranties.

8.9 The Second Vendor shall indemnify and keep indemnified each Purchaser against all Losses suffered or incurred by that Purchaser arising out of or in connection with any breach of a Second Vendor Warranty or any breach or non-performance by the Second Vendor of its own covenant, undertaking or obligation under this Agreement.

8.10 If, before Completion, any Warranty or Second Vendor Warranty is or becomes untrue, inaccurate or misleading in any material respect, or any Vendor or Vendor Guarantor commits a material breach of this Agreement, the Purchasers, acting jointly, may by written notice to the Vendors and the Vendor Guarantors, terminate this Agreement with immediate effect, whereupon (a) the Second Purchaser shall procure that, upon receipt by the Escrow Agent of a copy of the written termination notice given by the Purchasers under this Clause 8.10, the entire Escrow Sum shall be returned, without interest, to the Second Purchaser for itself and on behalf of the Purchasers pursuant to the Irrevocable Instructions, without requiring any further written instructions from the Vendors; (b) such termination and return of the Escrow Sum shall be without prejudice to any accrued right or remedy of the Purchasers, including, without limitation, the right to recover from the relevant Vendor or Vendors and, where applicable, the Vendor Guarantors: (i) all losses, liabilities and damages arising out of or in connection with any breach of a Warranty or Second Vendor Warranty (as the case may be); and (ii) all costs and expenses reasonably incurred by the Purchasers in connection with the negotiation, preparation and execution of this Agreement; and (iii) save as provided in this Clause 8.10, all further rights and obligations of the Parties under this Agreement shall cease, except for any rights and liabilities accrued before termination, any liability arising from an antecedent breach of this Agreement, and Clauses 1, 12, 14, 15 and 16 and this Clause 8.10 shall survive such termination.

8.11 Post-Completion Undertakings

(a) Notwithstanding Clause 5.3(f), the First Vendor and each Vendor Guarantor shall jointly and severally:

(i) use all reasonable endeavours to procure, as soon as reasonably practicable after Completion and in any event no later than 30 June 2027, that the Company is fully and unconditionally released and discharged from the Maybank Corporate Guarantees, and deliver to the Purchasers written evidence or confirmation thereof from Maybank;

(ii) acknowledge and agree that, pending such release and discharge, the Maybank Borrowers may draw down or otherwise utilise the Maybank Facilities in accordance with their terms;

(iii) indemnify and keep indemnified each Purchaser, for itself and as trustee for the Company, against all Losses suffered or incurred by that Purchaser or the Company arising out of, resulting from or in connection with the Maybank Facilities or the Maybank Corporate Guarantees, including any drawdown or utilisation of the Maybank Facilities and any breach of or default under them; and

(iv) if the Company has not been fully and unconditionally released and discharged from the Maybank Corporate Guarantees by 30 June 2027, acknowledge and agree

that the Purchasers shall be entitled, immediately and without any further consent of the First Vendor or any Vendor Guarantor and without prejudice to paragraph (iii) or any other right or remedy of the Purchasers, to:

(A) negotiate directly with Maybank and take such steps as the Purchasers consider reasonably necessary to procure such release and discharge; and

(B) procure that the relevant Maybank Borrowers provide to the Company a counter-indemnity in respect of all liabilities of the Company under the Maybank Corporate Guarantees and create, perfect and register in favour of the Company such security interests over their assets as the Purchasers may reasonably require to secure their obligations under that counter-indemnity,

and the First Vendor and each Vendor Guarantor shall promptly provide all reasonable assistance and execute all documents reasonably required by the Purchasers for those purposes.

(b) The First Vendor and each Vendor Guarantor shall jointly and severally, from the date of this Agreement and continuing after Completion until all Relevant Licences have been renewed, and all other licences, permits, registrations, certificates and approvals required for the lawful conduct of the Business or the occupation or use of any premises, or the possession, installation, use, operation, sale or supply of any plant, machinery, equipment or product, by any Malaysian Operating Subsidiary, including any such authorisation which has expired or lapsed, has not been obtained or is not otherwise valid and in force (together with the Relevant Licences, the "**Required Authorisations**"), have been duly obtained, renewed, re-issued, replaced or regularised and are valid and in full force and effect, and all notifications, filings, applications for consent or approval and other actions required under Applicable Law, the terms of any Required Authorisation or by any relevant authority, or reasonably considered by the Purchasers, acting reasonably, to be advisable, as a result of the Transaction or any direct or indirect change of control of a Group Company arising from Completion have been duly made, obtained or completed (as applicable):

(i) procure that the relevant Malaysian Operating Subsidiary prepares and submits a complete application for the renewal of each Relevant Licence or the grant, renewal, re-issuance, replacement or regularisation of any other Required Authorisation, as applicable, and makes or submits each such notification, filing or application, together with all required supporting documents and fees, no later than the applicable prescribed deadline or, where such deadline has already passed or no deadline is prescribed, as soon as reasonably practicable after the date of this Agreement;

(ii) procure that the relevant Malaysian Operating Subsidiary promptly satisfies any requirement of the relevant authority and uses its best endeavours to obtain the renewal of each Relevant Licence and the grant, renewal, re-issuance, replacement or regularisation of each other Required Authorisation, and to obtain any required consent or approval, and complete any other required action, before its expiry or the applicable prescribed deadline (as applicable) or, if the relevant Required Authorisation has already expired or lapsed or has not been obtained, as soon as reasonably practicable, without material interruption to the relevant business, and implements all interim measures

reasonably necessary to ensure compliance with applicable Law and avoid or minimise any such interruption; and

(iii) deliver to the Purchasers, promptly upon submission or receipt, copies of each renewal application, evidence of its submission and the renewed Relevant Licence, and equivalent documents and evidence relating to each other Required Authorisation, and copies of and reasonable evidence relating to each such notification, filing, application, consent, approval or other action, and promptly notify the Purchasers of any matter which may materially delay or adversely affect its renewal or completion, including any refusal, suspension, revocation, expiry, enforcement action or adverse indication from any relevant authority; and

(iv) procure that any deficiency or non-compliance existing at Completion in relation to any Required Authorisation is promptly rectified, including by arranging any required inspection, testing, repair, remedial work or fresh or late application, taking all reasonable steps to avoid or remedy any enforcement action and mitigating any resulting adverse consequences to the relevant Group Company.

(c) The First Vendor and each Vendor Guarantor shall jointly and severally, as soon as reasonably practicable after Completion and in any event within three (3) months after Completion, procure that each Malaysian Operating Subsidiary reviews and, where necessary, revises its employment contracts, employee handbook, policies and practices, and implements all measures reasonably necessary to ensure compliance in all material respects with the applicable employment and labour laws of Malaysia, and shall deliver to the Purchasers copies of the revised documents and reasonable evidence of implementation.

(d) The First Vendor and each Vendor Guarantor shall jointly and severally, in respect of any agreement with a customer, supplier or other business counterparty (where applicable) which is material to the Business and under which the Transaction or any direct or indirect change in the ownership or control of any Group Company arising from Completion may entitle the counterparty to terminate, suspend or materially vary that agreement or exercise any other right materially adverse to the relevant Group Company, promptly make any notification required under that agreement and use their best endeavours to obtain, as soon as reasonably practicable after Completion, a written consent, waiver or confirmation that the counterparty will not exercise such right, or implement such other arrangements as may be reasonably satisfactory to the Purchasers to preserve the relevant agreement and business relationship.

(e) The First Vendor and each Vendor Guarantor shall jointly and severally procure that the Director referred to in Clause 6.2(g) regularly monitors the performance of the undertakings set out in Clauses 8.11(a) to (d), delivers written progress reports to the Board and the Purchasers at least once in each calendar month until all such undertakings have been fully performed, with each report identifying the outstanding Required Authorisations, notifications, filings and other actions, their applicable deadlines, current status and anticipated completion dates and any remedial or interim measures taken, and promptly notifies them of any material delay, difficulty or adverse development.

This Clause 8.11 shall survive Completion.

9. Working Capital Support

9.1 During the period commencing on Completion and ending on 31 December 2029, the First Vendor and the Vendor Guarantors shall use their best endeavours to procure that banking facilities and/or other external financing arrangements are made available to one or more Group Companies that are incorporated as at the date hereof in such amounts and on such terms as are reasonably required to support the operations of the Group in the ordinary and usual course of the Business.

9.2 If and to the extent that the facilities or financing arrangements referred to in Clause 9.1 are not available when reasonably required or are insufficient for that purpose, the First Vendor and/or the Vendor Guarantors shall provide, or procure the provision of, interest-free and unsecured loans to one or more Group Companies that are incorporated as at the date hereof in such amounts and at such times as are reasonably required to support the general working capital requirements of the Group.

9.2A Without prejudice to Clauses 9.1 and 9.2, upon the reasonable written request of the Purchasers made on or before Completion, the First Vendor and the Vendor Guarantors shall jointly and severally provide, or procure the provision of, an interest-free and unsecured loan to such Group Company as the Purchasers may designate in such amount as the Purchasers may reasonably specify to support the general working capital requirements of the Group. The amount so requested shall be made available for drawdown by the designated Group Company in immediately available funds at Completion.

9.3 Any Working Capital Support provided by the First Vendor, a Vendor Guarantor or any of their associates shall:

(a) be used solely for the general working capital of the Group, as more particularly specified in the relevant loan agreement and/or drawdown notice;

(b) carry no interest, arrangement fee, commitment fee, default interest or other financial cost;

(c) be unsecured and confer no conversion right, profit participation, equity interest, management right, veto right or other benefit on the First Vendor, any Vendor Guarantor or any of their respective associates; and

(d) not be repayable if repayment would cause the relevant Group Company to become insolvent or materially prejudice its ordinary working capital requirements, and shall otherwise be repayable on such terms as may be set out in the relevant loan documentation entered into when the Working Capital Support is provided, provided that such terms are consistent with this Clause 9.

9.4 If any failure by the First Vendor or a Vendor Guarantor to comply with Clause 9.1, 9.2 or 9.2A causes or contributes, directly or indirectly, to any failure to achieve either performance target in Clause 10.1, the Performance Guarantors (as defined in Clause 10.1) shall remain liable for the resulting Revenue Shortfall Compensation (as defined in Clause 10.2) and/or Aggregate Loss Compensation (as defined in Clause 10.3) in accordance with Clause 10.

9.5 Any Working Capital Support shall, when provided, be evidenced by such loan agreement and/or drawdown notice as may reasonably be required to record and give effect to that Working Capital Support. Such documentation shall be in form and substance reasonably satisfactory to the Purchasers.

9.6 During the period in which the First Vendor and the Vendor Guarantors are required to provide Working Capital Support under this Clause 9, the First Vendor and the Vendor Guarantors shall jointly and severally use all reasonable commercial endeavours to provide, and so far as lawfully within their power and control procure the existing management of the relevant Group Companies provides, such assistance and cooperation as may reasonably be requested by the Purchasers and the Company in connection with the continued operation of the Business and the maintenance of the Company's listing status, including the provision of information and assistance reasonably required for financial reporting, audit, internal control and regulatory compliance purposes.

9.7 The obligations under this Clause 9 are continuing obligations and shall survive Completion. Without prejudice to the generality of Clause 8.3(b), any breach or non-performance by the First Vendor or any Vendor Guarantor of any obligation under this Clause 9 shall constitute a breach or non-performance for the purposes of Clause 8.3(b), and the Purchasers shall be entitled to make a claim under that Clause in respect of all Losses arising out of or in connection with such breach or non-performance.

10. Performance Guarantee

10.1 The First Vendor and each Vendor Guarantor (together, the "**Performance Guarantors**") jointly and severally warrant, guarantee and undertake to the Purchasers that:

(a) the Revenue for each Guaranteed Year shall be not less than the Guaranteed Revenue (i.e. HK$100,000,000); and

(b) the aggregate Net Loss for the three Guaranteed Years shall not exceed the Aggregate Loss Target (i.e. HK$50,000,000), with the Net Profit of any Guaranteed Year being offset against the Net Loss of any other Guaranteed Year.

10.2 If the Revenue for a Guaranteed Year is less than the Guaranteed Revenue, the Performance Guarantors shall pay to the Purchasers (or as they may direct) an amount equal to 20% of the shortfall between the Guaranteed Revenue and the Revenue for that Guaranteed Year (the "**Revenue Shortfall Compensation**").

10.3 If the aggregate Net Loss for the three Guaranteed Years, after offsetting all Net Profits against all Net Losses, exceeds the Aggregate Loss Target, the Performance Guarantors shall pay to the Purchasers (or as they may direct) an amount equal to the amount by which that aggregate Net Loss exceeds the Aggregate Loss Target (the "**Aggregate Loss Compensation**").

10.4 Notwithstanding Clauses 10.2 and 10.3, the Revenue Shortfall Compensation or Aggregate Loss Compensation otherwise payable shall be reduced to the extent that the relevant Revenue shortfall or Net Loss is directly or indirectly caused by:

(a) any event of force majeure, including any act of God, natural disaster, war, act of terrorism, riot, civil commotion, strike, epidemic or pandemic; or

(b) any change in Applicable Law, regulation or governmental policy, or any change in the interpretation or application thereof by any relevant governmental or regulatory authority,

provided that the relevant event or change is outside the reasonable control of the First Vendor and the relevant members of the Group carrying on the Guaranteed Business. No reduction shall be made under this Clause 10.4 to the extent that the relevant Revenue shortfall or Net

Loss was caused or contributed to by any breach of this Agreement by the First Vendor or a Vendor Guarantor, including any failure to comply with Clause 9.

10.5 The Revenue Shortfall Compensation for a Guaranteed Year shall be payable within 20 Business Days after issue of the relevant Audit Certificate. The Aggregate Loss Compensation shall be finally determined only after the audited financial statements for the financial year ending 31 December 2029 are issued and shall be payable within 20 Business Days after issue of the Audit Certificate for that year.

10.6 Within 20 Business Days after issue of the audited financial statements of the Group for each Guaranteed Year, the Purchasers and the Performance Guarantors shall use all reasonable endeavours to procure the Auditors to issue the Audit Certificate setting out:

(a) the Revenue for that Guaranteed Year;

(b) the Net Profit or Net Loss for that Guaranteed Year;

(c) the Revenue Shortfall Compensation, if any, payable for that Guaranteed Year;

(d) in the Audit Certificate for the financial year ending 31 December 2029, the aggregate Net Profit or Net Loss for all Guaranteed Years and the Aggregate Loss Compensation, if any; and

(e) any reduction claimed under Clause 10.4, together with the basis of and calculation supporting that reduction.

The Audit Certificate shall, in the absence of manifest error, be final and binding on the Performance Guarantors and the Purchasers.

10.6A If the Auditors have not issued the Audit Certificate for a Guaranteed Year within 30 Business Days after the date of issue of the audited financial statements of the Group for that Guaranteed Year, the Purchasers and the Vendors , acting jointly, may appoint an independent firm of accountants of recognised international standing to prepare and issue the Audit Certificate setting out the matters specified in Clause 10.6. The Vendors shall not unreasonably withhold or delay their agreement to any such appointment and, if they fail to agree to such appointment within five (5) Business Days after receiving a written request from the Purchasers without reasonable grounds, the Purchasers may appoint such firm. The Performance Guarantors shall promptly provide that firm with all information, records, explanations and access which it reasonably requires. An Audit Certificate issued by that firm shall have the same effect under this Agreement as if it had been issued by the Auditors pursuant to Clause 10.6. The costs of that firm shall be borne by the Performance Guarantors.

10.7 Revenue, Net Profit and Net Loss shall be calculated consistently with the accounting policies applied in the audited consolidated financial statements of the Group for the financial year ended 31 December 2025, except to the extent a change is required by IFRS or Applicable Law. The calculation shall exclude the results of any business acquired or commenced after Completion unless otherwise agreed in writing by the First Vendor and the Purchasers, and shall exclude any compensation paid under this Clause 10. Any reduction under Clause 10.4 shall be determined by reference to the actual financial effect of the relevant event or change on the relevant members of the Group carrying on the Guaranteed Business, as stated in the Audit Certificate.

10.8 The Performance Guarantors shall promptly provide all information, records, explanations and

confirmations reasonably required by the Purchasers, the Company, the Auditors, the Financial Adviser or the Executive for preparation and reporting of the profit forecast constituted by this Clause 10 under Rule 10 of the Takeovers Code. The reasonable costs of preparing the Audit Certificates shall be borne as to 50% by the Performance Guarantors and as to 50% by the Purchasers.

10.9 The Revenue Shortfall Compensation payable for any Guaranteed Year and the Aggregate Loss Compensation payable in respect of the three Guaranteed Years are separate and cumulative. Payment of either form of compensation shall not reduce, discharge or otherwise affect the liability of the Performance Guarantors to pay the other in accordance with Clause 10.

10.10 The obligations of the Performance Guarantors under this Clause 10 are continuing obligations and shall survive Completion. Without prejudice to the generality of Clause 8.3(b), any breach or non-performance by the Performance Guarantors of any obligation under this Clause 10, including any failure to pay any amount under this Clause 10 when due, shall constitute a breach or non-performance for the purposes of Clause 8.3(b). Any amount not paid when due shall constitute a debt due to the Purchasers and, without prejudice to its recovery as a debt, shall also be recoverable as a Loss under Clause 8.3(b).

11. Guarantee and Indemnity by the Vendor Guarantors

11.1 Each Vendor Guarantor unconditionally and irrevocably, jointly and severally, guarantees to each Purchaser as primary obligor and not merely as surety the due and punctual performance by the First Vendor of every obligation, covenant, undertaking and liability of the First Vendor under this Agreement.

11.2 If the First Vendor fails to perform or discharge an obligation when due, each Vendor Guarantor shall immediately on demand by either Purchaser perform or discharge that obligation as if it were the principal obligor, without either Purchaser first taking proceedings against or making demand on the First Vendor or any other person.

11.3 As a separate and independent obligation, each Vendor Guarantor shall indemnify and keep indemnified each Purchaser against all Losses arising because an obligation of the First Vendor is or becomes void, invalid, unenforceable or ineffective for any reason. The amount recoverable under this indemnity is the amount which the relevant Purchaser would have been entitled to recover if the obligation had been valid and enforceable.

11.4 The obligations of each Vendor Guarantor are continuing and shall not be discharged, impaired or affected by:

(a) any time, waiver, consent, indulgence or concession granted to the First Vendor or any other person;

(b) any amendment, variation, novation, assignment, supplement or replacement of this Agreement or any related document;

(c) any incapacity, insolvency, liquidation, dissolution, reorganisation or change in constitution, ownership or control of the First Vendor or any other person;

(d) any failure to take, perfect or enforce any security or other right; or

(e) any other act, omission, event or circumstance which might otherwise operate to discharge or reduce the liability of a guarantor or surety.

11.5 Either Purchaser may enforce this Clause 11 against a Vendor Guarantor without first enforcing any right against the First Vendor or any other Vendor Guarantor. Each Vendor Guarantor waives any right to require either Purchaser to proceed first against the First Vendor or any other person.

11.6 Until all obligations of the First Vendor and the Vendor Guarantors under this Agreement have been irrevocably performed and discharged in full, no Vendor Guarantor shall, by reason of any payment or performance under this Clause 11, exercise any right of subrogation, contribution, indemnity, reimbursement or recourse against the First Vendor or any other Vendor Guarantor in competition with either Purchaser.

12. Announcements and Confidentiality

12.1 Subject to Clause 12.2, no Party shall make an announcement or disclose the existence or terms of this Agreement, the Transaction or the Offer without the prior written consent of the Vendors and the Purchasers, which shall not be unreasonably withheld or delayed.

12.2 A Party may make an announcement or disclosure to the extent required by Applicable Law, the SFC, the Stock Exchange, any other competent authority or a court of competent jurisdiction, provided that, so far as legally and reasonably practicable, it shall consult all other Parties in advance as to timing, form and content of such announcement or disclosure.

12.3 Each Party shall keep confidential all non-public information relating to the other Parties, the Group, the Transaction and the Offer and shall use such information solely for the purposes of this Agreement, except that it may disclose such information:

(a) to its directors, officers, employees, financiers and professional advisers who need to know it and are subject to duties of confidentiality;

(b) where the information is lawfully in the public domain other than through a breach of this Agreement;

(c) where it was lawfully in the recipient's possession before disclosure or is lawfully obtained from a third party not subject to a duty of confidence; or

(d) as required under Clause 12.2.

13. Representations and Warranties as to authority and legality

13.1 Each Party severally represents, warrants and undertakes to each other Party that:

(a) it has full power, capacity and authority to enter into and perform its obligations under this Agreement and each document to be executed by it pursuant to this Agreement;

(b) all actions (including, in the case of a Party which is a body corporate, all requisite corporate and shareholder actions) required to authorise the execution, delivery and performance by it of this Agreement and each document to be executed by it pursuant to this Agreement have been duly taken or, where required to be taken after the date of this Agreement, will be duly taken before the relevant document is executed; and

(c) this Agreement constitutes, and each document executed by it pursuant to this Agreement will, upon execution, constitute legal, valid and binding obligations of that Party enforceable in accordance with their respective terms.

13.2 Each Party severally represents, warrants and undertakes to each other Party that the execution, delivery and performance by it of this Agreement and each document to be executed by it pursuant to this Agreement do not and will not:

(a) breach or contravene any Applicable Law or any order, judgment, decree or direction of any court, governmental, regulatory, judicial or administrative authority applicable to or binding on it;

(b) in the case of a Party which is a body corporate, breach or contravene any provision of its constitutional documents;

(c) in the case of the First Vendor and the Vendor Guarantors only, breach or contravene any provision of the constitutional documents of a Group Company;

(d) result in any breach of, constitute a default under, or give rise to any right of termination, acceleration or enforcement under, any agreement, instrument, deed or other obligation binding on it or, in the case of the First Vendor and the Vendor Guarantors only, any Group Company; or

(e) require any consent, approval, authorisation, waiver, filing or notification other than those expressly identified as a Condition or otherwise contemplated by this Agreement.

13.3 The representations, warranties and undertakings in this Clause 13 are several obligations of the Party giving them and remain in full force and effect notwithstanding Completion.

14. Notices

14.1 Any notice or other communication under or in connection with this Agreement shall be in writing in English and delivered by hand, sent by reputable international courier or sent by email to the address or email address specified below, or to any replacement address or email address notified in accordance with this Clause:

To the First Vendor and the Vendor Guarantors:

Address	:	No. 7, Jalan TP 7, UEP Industrial Park, 40400 Shah Alam, Selangor Darul Ehsan, Malaysia
Email	:	howard@gladron.com
Attention	:	Dato Sri Lee Haw Yih

To the Second Vendor:

Address	:	9 Lorong Desa Maju, Taman Desa, 58100 Kuala Lumpur, Malaysia
Email	:	alan@warrantscapital.com
Attention	:	Alan Voon Sze Lin

To the Purchasers:

Address	:	31/F., Tower Two, Times Square, 1 Matheson Street,

Causeway Bay, Hong Kong

Email : Angela.zeng@alphatecvc.com

Attention : Angela Zeng

14.2 A notice or communication shall be deemed received:

(a) if delivered by hand, at the time of delivery, provided that if delivery occurs after 5:00 p.m. on a Business Day or on a day which is not a Business Day, it shall be deemed received at 9:00 a.m. on the next Business Day;

(b) if sent by courier, at the time shown in the courier's delivery record, subject to the proviso in paragraph (a); and

(c) if sent by email, when it enters the recipient's information system without an automated non-delivery message, provided that an email sent after 5:00 p.m. on a Business Day or on a day which is not a Business Day shall be deemed received at 9:00 a.m. on the next Business Day.

14.3 This Clause 14 does not apply to the service of legal proceedings or any document in any legal proceedings.

15. Miscellaneous

15.1 Each Party shall bear its own legal and professional costs relating to the negotiation, preparation and execution of this Agreement and the Transaction, except as otherwise expressly provided.

15.2 No Party may assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of all other Parties.

15.3 This Agreement and the documents referred to in it constitute the entire agreement among the Parties relating to their subject matter and supersede all previous negotiations, understandings and agreements relating to that subject matter. Nothing in this Clause limits liability for fraud, fraudulent misrepresentation or wilful concealment.

15.4 No amendment or variation of this Agreement is effective unless in writing and signed by or on behalf of the Vendors, the Purchasers and each Vendor Guarantor affected by it.

15.5 No failure or delay in exercising any right or remedy operates as a waiver. A waiver is effective only if in writing and only in the circumstances for which it is given. Rights and remedies under this Agreement are cumulative and do not exclude rights or remedies provided by law.

15.6 If any provision of this Agreement is illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If modification is not possible, the relevant provision shall be deleted. The remaining provisions shall continue in full force.

15.7 Each Party shall, at its own cost, execute and deliver such documents and do such acts as may reasonably be required to give full effect to this Agreement and the Transaction.

15.8 Time is of the essence in relation to every date, time and period specified in this Agreement.

15.9 This Agreement may be executed in any number of counterparts, each of which is an original

and all of which together constitute one instrument. Execution and delivery by electronic signature or by exchange of scanned signed counterparts by email is effective as delivery of an original counterpart.

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

15.11 Each Party acknowledges that the Sale Shares, taken together, constitute a unique controlling block of Shares in the Company and that damages would not be an adequate remedy for any breach by any Vendor or Vendor Guarantor of its obligations under Clauses 2, 3.6, 5.5, 6.2 or 6.3. Accordingly, while this Agreement remains subsisting, the Purchasers, acting jointly, shall be entitled to seek specific performance, injunctive relief or any other equitable remedy in respect of any such breach, in addition to and without prejudice to any other right or remedy available to them. The existence or potential availability of the Purchasers' right to terminate this Agreement under Clause 6.6(c) and claim liquidated damages under Clause 6.6(c)(B) shall not, while this Agreement remains subsisting, preclude or otherwise prejudice the Purchasers' right to seek specific performance, injunctive relief or any other equitable remedy. No Party shall contend, solely by reason of the existence or potential availability of such right to terminate or claim liquidated damages, that damages are an adequate remedy or that any such equitable relief should be refused on that ground. For the avoidance of doubt, if the Purchasers elect to terminate this Agreement pursuant to Clause 6.6(c), they shall cease to be entitled to seek specific performance requiring Completion, and their claims arising from the failure or failures to complete giving rise to such termination shall be governed by Clause 6.6(c).

16. Governing Law and Jurisdiction

16.1 This Agreement is governed by and shall be construed in accordance with Hong Kong law. Each Party irrevocably submits to the exclusive jurisdiction of the Hong Kong courts for the purpose of enforcing any claim arising out of or in connection with this Agreement.

16.2 Each Purchaser irrevocably appoints Messrs. D. S. Cheung & Co. of 29/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wan Chai, Hong Kong as its agent to receive on its behalf service of any writ, summons, order, judgment or other legal process issued in connection with any proceedings arising out of or in connection with this Agreement in Hong Kong. Service on such agent shall constitute valid service on the relevant Purchaser, whether or not the legal process is forwarded to or received by that Purchaser. If such agent ceases to act for a Purchaser or ceases to maintain an address in Hong Kong, that Purchaser shall promptly appoint a replacement process agent with an address in Hong Kong and notify the other Parties of its name and address.

16.3 Each of the First Vendor, the Vendor Guarantors and the Second Vendor irrevocably appoints T&G Advisory Limited of 11/F, Bel Trade Commercial Building, Burrows Street, Wan Chai, Hong Kong as its agent to receive on its behalf service of any writ, summons, order, judgment or other legal process issued in connection with any proceedings arising out of or in connection with this Agreement in Hong Kong. Service on such agent shall constitute valid service on the relevant appointing Party, whether or not the legal process is forwarded to or received by that Party. If such agent ceases to act for any appointing Party or ceases to maintain an address in Hong Kong, that Party shall promptly appoint a replacement process agent with an address in Hong Kong and notify the Purchasers of its name and address.

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SCHEDULE 1

Particulars of the Company

THE COMPANY

1	Company name	:	Ritamix Global Limited
2	Stock code	:	1936
3	Place and date of incorporation	:	Cayman Islands, 29 October 2018
4	Company / registration number	:	344439
5	Registered office	:	Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands
6	Principal place of business in Hong Kong	:	Room 1910, 19/F, C C Wu Building, 302–308 Hennessy Road, Wan Chai, Hong Kong
7	Authorised share capital	:	HK$200,000,000 divided into 20,000,000,000 Shares with a par value of HK$0.01 each
8	Issued Shares	:	472,000,000
9	Treasury Shares	:	5,238,000
10	Voting Shares	:	466,762,000
11	Directors	:	Lee Haw Yih (Executive Director) Yaw Sook Kean (Executive Director) Lee Haw Shyang (Non-executive Director) Lim Chee Hoong (Independent Non-executive Director) Ng Siok Hui (Independent Non-executive Director) Tee Pao Hwei (Independent Non-executive Director)
12	Company secretary	:	Wong Po Lam
13	Annual accounting date	:	31 December
14	Auditors	:	Forvis Mazars PLT
15	Principal business activities	:	Investment holding

SCHEDULE 2

Particulars of the Subsidiaries

RITAMIX INTERNATIONAL LIMITED

1	Company name	:	RITAMIX INTERNATIONAL LIMITED
2	Place and date of incorporation	:	British Virgin Islands, 21 September 2018
3	Company / registration number	:	1993059
4	Registered office	:	Tortola Pier Park, Building 1, Wickhams Cay I, Second Floor, Road Town, Tortola, British Virgin Islands
5	Authorised share capital	:	USD50,000.00 divided into 50,000 shares with a par value of USD1.00 each
6	Issued share capital	:	USD1.00 of 1 share with a par value of USD1.00 each
7	Director(s)	:	Lee Haw Yih Lee Haw Shyang Lee Haw Hann Yaw Sook Kean
8	Shareholder	:	Ritamix Global Limited (100%)
9	Annual accounting date	:	31 December
10	Auditors	:	N/A
11	Principal business activities	:	Investment holding

RITAMIX (HK) LIMITED

1	Company name	:	RITAMIX (HK) LIMITED
2	Place and date of incorporation	:	Hong Kong, 11 November 2020
3	Company / registration number	:	72385529
4	Registered office	:	Room 1910, 19/F., C C Wu Building, 302-308 Hennessy Road, Wanchai, Hong Kong
5	Issued share capital	:	HKD100.00 (100 shares)
6	Directors	:	Lee Haw Yih
7	Shareholder	:	Ritamix International Limited (100%)
8	Company secretary	:	Apexlink Secretaries Limited
9	Annual accounting date	:	31 December
10	Principal business activities	:	Investment holding

RITAMIX SDN. BHD.

1	Company name	:	RITAMIX SDN. BHD.
2	Place and date of incorporation	:	Malaysia, 29 May 2007
3	Company / registration number	:	200701017145 (775154-P)
4	Registered office	:	No. 61-6B, Suite 1, Jalan SS 2/75, 47300 Petaling Jaya, Selangor
5	Principal place of business in Malaysia	:	No. 7, Jalan TP 7, UEP Industrial Park, 40400 Shah Alam, Selangor
6	Authorised share capital	:	N/A
7	Issued share capital	:	5,000,000 ordinary shares (with a total issued capital of RM 5,000,000 divided into RM 300,200 in cash and RM 4,699,800 otherwise than cash)
8	Directors	:	Lee Haw Yih (Director) Lee Haw Shyang (Director) Lee Haw Hann (Director) Yaw Sook Kean (Director)
9	Shareholder	:	Ritamix International Limited (100%)
10	Company secretary	:	Lim Moi Yoke
11	Annual accounting date	:	31 December
12	Auditors	:	Forvis Mazars PLT (LLP0010622-LCA) (AF001954)
13	Principal business activities	:	Manufacturing of animal feed additives premixes

KEVON SDN. BHD.

1	Company name	:	KEVON SDN. BHD.
2	Place and date of incorporation	:	Malaysia, 21 June 2004
3	Company / registration number	:	200401018218 (656721-T)
4	Registered office	:	No. 61-6B, Suite 1, Jalan SS 2/75, 47300 Petaling Jaya, Selangor
5	Principal place of business in Malaysia	:	No. 7, Jalan TP 7, UEP Industrial Park, 40400 Shah Alam, Selangor
6	Authorised share capital	:	N/A
7	Issued share capital	:	100,000 ordinary shares (with a total issued capital of RM 100,000 divided into RM2 in cash and RM 99,998 otherwise than cash)
8	Directors	:	Yaw Sook Kean (Director) Lee Haw Yih (Director)
9	Shareholder	:	Ritamix International Limited (100%)
10	Company secretary	:	Lim Moi Yoke
11	Annual accounting date	:	31 December
12	Auditors	:	Forvis Mazars PLT (LLP0010622-LCA) (AF001954)
13	Principal business activities	:	Distribution of human food ingredient products

GLADRON CHEMICALS SDN. BHD.

1	Company name	:	GLADRON CHEMICALS SDN. BHD.
2	Place and date of incorporation	:	Malaysia, 20 November 1982
3	Company / registration number	:	198201013504 (93253-W)
4	Registered office	:	No. 61-6B, Suite 1, Jalan SS 2/75, 47300 Petaling Jaya, Selangor
5	Principal place of business in Malaysia	:	No. 7, Jalan TP 7, UEP Industrial Park, 40400 Shah Alam, Selangor
6	Authorised share capital	:	N/A
7	Issued share capital	:	9,244,355 ordinary shares (for a total issued capital of RM 9,244,355 divided into RM 4,700,805 in cash and RM 4,543,550 otherwise than cash)
8	Directors	:	Lee Haw Shyang (Director) Lee Haw Yih (Director) Lee Haw Hann (Director)
9	Shareholder	:	Ritamix International Limited (100%)
10	Company secretary	:	Lim Moi Yoke
11	Annual accounting date	:	31 December
12	Auditors	:	Forvis Mazars PLT (LLP0010622-LCA) (AF001954)
13	Principal business activities	:	Distribution of animal feed additives products

海南利特米生物科學有限公司 (RITAMIX BIOSCIENCES HAINAN PVT LTD.)*

1	Company name	:	海南利特米生物科學有限公司 (RITAMIX BIOSCIENCES HAINAN PVT LTD.)*
2	Place and date of incorporation	:	People's Republic of China, 21 December 2020
3	Unified Social Credit Identifier	:	91460300MA5TTM5H1X
4	Registered office	:	No. 45, Xiatouyang Village, Matou Village Committee, Dongjiao Town, Wenchang City, Hainan Province, the PRC (海南省文昌市東郊鎮碼頭村委會下頭洋村 45 號)
5	Registered Capital:	:	RMB 50 million
6	Paid-up Capital	:	Approximately RMB 24.14 million
7	Directors	:	Lee Haw Yih Yaw Sook Kean Voon Sze Lin
8	Shareholder	:	Ritamix (HK) Limited (approximately 73.20%) 世豐福(海南)健康生物科技有限公司 Shifengfu (Hainan) Health Biotechnology Co Ltd (26.80%)
9	Annual accounting date	:	31 December
10	Principal business activities	:	Investment holding

中申（海南）置業有限公司 (STATESINO LAND & SHORE (HAINAN) LTD.)*

1	Company name	:	中申（海南）置業有限公司 (STATESINO LAND & SHORE (HAINAN) LTD.)*
2	Place and date of incorporation	:	People's Republic of China, 24 June 2022
3	Unified Social Credit Identifier	:	91460105MAA9A4LN0F
4	Registered office	:	No. 45, Xiatouyang Village, Matou Village Committee, Dongjiao Town, Wenchang City, Hainan Province, the PRC (海南省文昌市東郊鎮碼頭村委會下頭洋村 45 號)
5	Registered Capital:	:	RMB 50 million
6	Paid-up Capital	:	RMB 23.60 million
7	Directors	:	Lee Haw Yih Yaw Fine Shien Voon Sze Lin
8	Shareholder	:	海南利特米生物科學有限公司 (Ritamix Biosciences Hainan Pvt Ltd.)* (100%)
9	Annual accounting date	:	31 December
10	Principal business activities	:	Design, development, construction and operation of tourism

GLADRON PTE. LTD.

1	Company name	:	GLADRON PTE. LTD.
	Former company name	:	VISYO PTE. LTD.
2	Place and date of incorporation	:	Singapore, 20 June 2024
3	Unique entity number	:	202424774z
4	Registered office	:	133 New Bridge Road, #10-03, Chinatown Point, Singapore 059413
5	Issued share capital	:	SGD 100 comprising 100 ordinary shares
6	Paid-up share capital	:	SGD 100 comprising 100 ordinary shares
7	Director(s)	:	Suriati Binte Wahid (Nominee Director) Yaw Fine Shien
8	Shareholder	:	Ritamix Global Limited (100%)
9	Company secretary	:	Ira Azura Binte Amran
10	Annual accounting date	:	31 May
11	Principal business activities	:	Primary activity: wholesale trade of variety of goods without a dominant product Secondary activity: retail sale of health supplements

SCHEDULE 3

Form of Letter of Resignation

[Date]

To: The Board of Directors of Ritamix Global Limited

Dear Sirs

I hereby resign as a director / officer / company secretary of Ritamix Global Limited with effect from [●]. Terms defined in the agreement for sale and purchase of shares dated 25 September 2026 among the First Vendor, the Second Vendor, the First Purchaser, the Second Purchaser and the Vendor Guarantors shall have the same meanings in this letter.

I confirm that I have no claim against the Company or any Group Company for compensation, remuneration, severance payment, pension, expenses or otherwise in connection with my office or its termination. To the extent any such claim exists or may exist, I irrevocably waive and release it.

I further confirm that I have no disagreement with the Board and that there is no matter relating to my resignation which needs to be brought to the attention of the shareholders of the Company or the Stock Exchange.

Yours faithfully

_____

Name: [●]

SCHEDULE 4

Warranties

Part I: Warranties relating to the Company

1. Corporate Status and Structure

1.1 The particulars relating to the Company, the First Vendor and the Vendor Guarantors set out in the Recitals and Schedule 1 are true, accurate and complete.

1.2 The Company is duly incorporated, validly existing and in good standing under the laws of the Cayman Islands, has full corporate power and authority to own its assets and conduct its affairs, and the Shares are validly listed and traded on the Main Board of the Stock Exchange.

1.3 The memorandum and articles of association of the Company supplied to the Purchasers are complete, accurate and up to date and have annexed to, or incorporated in, them all resolutions and agreements required by Applicable Law to be so annexed or incorporated. No resolution has been passed or agreement entered into which alters or is inconsistent with the constitutional documents of the Company and which has not been properly filed or recorded.

1.4 The Company is the legal and beneficial owner of the shares or other ownership interests in the Subsidiaries in the proportions set out in Schedule 2, free from all Encumbrances. The Company does not own or have any agreement to acquire any interest in any other company, partnership, joint venture, consortium or other entity, and does not maintain any branch, representative office or permanent establishment, except as set out in Schedule 2.

2. Share Capital, Treasury Shares and Sale Shares

2.1 Each Sale Share has been validly issued, is fully paid and ranks pari passu in all respects with all other Shares of the same class. No call or other amount is outstanding or payable in respect of a Sale Share, and the Company has not exercised or purported to exercise any lien over a Sale Share.

2.2 The confirmation and undertaking dated 26 January 2019 entered into among the Vendor Guarantors remains valid, binding and in full force and effect and accurately records the acting-in-concert arrangement among them. The ownership and shareholding particulars of the First Vendor stated in the Recitals are true and accurate.

2.3 The issued share capital, the number of Treasury Shares and the number of Voting Shares of the Company are as stated in Schedule 1. No Treasury Share carries any voting right or entitlement to any dividend or distribution, and the Company has complied with the Listing Rules and the Takeovers Code in relation to the acquisition, holding, treatment and disclosure of the Treasury Shares.

2.4 No person has any option, warrant, conversion right, right of pre-emption or other right to require the issue, allotment, transfer, sale, redemption or repurchase of any Share or other security of the Company, and the Company has not agreed to create or grant any such right.

3. Accounts and Financial Records

3.1 The Accounts: (a) were prepared in accordance with IFRS Accounting Standards, the Listing Rules and Applicable Law, consistently applied; (b) give a true and fair view of the consolidated financial position of the Company and its Subsidiaries as at the Accounting Date and of their consolidated financial performance and cash flows for the financial year then ended; (c) make adequate provision for, or contain proper disclosure of, all bad and doubtful debts, impairment losses, established or accrued liabilities, Taxation, deferred liabilities, disputed or contingent liabilities and capital commitments required to be provided for or disclosed under IFRS Accounting Standards; (d) are not materially affected by any exceptional, unusual or non-recurring item which is not properly disclosed in the Accounts; and (e) contain all provisions for diminution in value or impairment of assets required under IFRS Accounting Standards.

3.2 The accounting policies applied in the Accounts and the Interim Accounts fairly present, in all material respects, the consolidated financial position and results of the Company and its Subsidiaries for the period to which they relate.

3.3 The accounting books, records and supporting documents of the Company: (a) have been properly and consistently maintained in accordance with Applicable Law and applicable accounting standards; (b) contain complete and accurate records of all transactions required to be recorded in them; and (c) are sufficient to show and explain the transactions of the Company and to enable its financial position to be determined with reasonable accuracy at any time.

4. Financial Matters, Liabilities and Guarantees

4.1 The Company has no liability of any nature, whether actual, contingent, accrued, prospective or otherwise, except liabilities incurred in the ordinary and usual course of its affairs, liabilities arising under the Maybank Corporate Guarantees, and liabilities fully reflected, provided for or disclosed, as required by IFRS Accounting Standards, in the Accounts or the Interim Accounts.

4.2 Save for the Maybank Corporate Guarantees, full and accurate particulars of which have been supplied to the Purchasers, the Company has not granted, entered into or assumed any guarantee, indemnity, security, comfort letter, financial assistance or other credit support in favour of any Subsidiary or any third party which remains outstanding or may give rise to any liability on the part of the Company. No amount has at any time since the Maybank Corporate Guarantees were given been drawn down or otherwise utilised under the Maybank Facilities, no amount is outstanding under them, and no demand or claim has been made, or notice of enforcement given, under the Maybank Corporate Guarantees, nor has any event occurred or circumstance arisen which entitles Maybank to make any such demand or claim or take any such enforcement action.

4.3 Full and accurate particulars of all borrowings, banking facilities, overdrafts, finance leases, hire purchase arrangements, security interests, corporate guarantees and other financing arrangements entered into by or binding on the Company, and of all banking facilities secured or guaranteed by the Company, have been supplied to the Purchasers, including the Maybank Facilities and the Maybank Corporate Guarantees, the identity of the relevant borrower and finance provider, the facilities secured or guaranteed and the amount outstanding under those facilities. No amount of principal or interest is overdue and no event of default, review event or event entitling any person to accelerate, terminate, make demand under or enforce any such arrangement has occurred or is continuing.

4.4 The Company has no off-balance-sheet financing, undisclosed commitment, factoring arrangement, derivative, undisclosed related-party balance or undisclosed contingent liability, and all corporate guarantees and other contingent liabilities of the Company, including the

Maybank Corporate Guarantees, have been fully and accurately disclosed to the Purchasers and reflected or disclosed in the Accounts or the Interim Accounts to the extent required by IFRS Accounting Standards.

4.5 There is no outstanding loan or advance made by the Company to, or received by the Company from, the First Vendor, any Vendor Guarantor, any director of the Company or any of their respective associates, except any amount properly recorded in the Accounts or the Interim Accounts and incurred on arm's-length terms.

4.6 Full and accurate particulars of every bank account maintained or used by the Company, including the relevant bank, account number, account type and authorised signatories, have been supplied to the Purchasers. The Company does not maintain or operate any other bank account.

5. Events Since the Accounting Date

5.1 Since the Accounting Date, the affairs of the Company have been conducted in the ordinary and usual course consistent with its status as a listed investment holding company, and there has been no Material Adverse Effect affecting the Company.

5.2 Since the Accounting Date, the Company has not, except as expressly contemplated by this Agreement or in the ordinary and usual course:

(a) acquired or disposed of any material asset or business;

(b) incurred any material indebtedness or capital commitment;

(c) created any Encumbrance;

(d) entered into any material, unusual, abnormal or onerous contract or commitment;

(e) released, waived or compromised any material right or claim; or

(f) made any material change to its accounting policies, practices or procedures.

5.3 Since the Accounting Date, the Company has not issued, allotted, redeemed, repurchased or agreed to issue, allot, redeem or repurchase any share or loan capital, altered its accounting reference date or amended its constitutional documents.

5.4 No dividend or other distribution has been declared, made or paid since the Accounting Date other than any dividend publicly announced before the date of this Agreement and the Special Dividend.

6. Corporate Records and Filings

6.1 The register of members, register of directors and officers, register of mortgages and charges and all other statutory books and registers of the Company are properly maintained and contain complete and accurate records of all matters required by Applicable Law to be entered in them.

6.2 All annual returns, accounts, notices, resolutions and other documents required to be filed or delivered by the Company to the Cayman Islands Registrar of Companies, the Hong Kong Companies Registry, the Stock Exchange, the SFC or any other competent authority have been properly and punctually filed or delivered and were, when filed or delivered, true and accurate in all material respects.

6.3 The Company has not received notice of any application or intended application for rectification of its register of members or any other statutory register.

6.4 All Applicable Law relating to the formation of the Company and the issue, allotment, transfer, repurchase and cancellation of its shares and other securities has been complied with in all material respects.

7. Contracts and Commitments

7.1 Complete and accurate copies of all written contracts, arrangements and commitments to which the Company is a party, and which are reasonably material to the business, assets, liabilities or affairs of the Company, have been supplied to the Purchasers.

7.2 The Company is not in material breach or default under any material contract or obligation, and the First Vendor's Knowledge is that no counterparty is in material breach or default. No notice of termination, rescission, repudiation or material dispute has been received or given.

7.3 No material contract of the Company: (a) is outside the ordinary and usual course of its affairs; (b) is not on arm's-length terms; (c) is materially onerous or incapable of performance without material loss or unusual expenditure; or (d) is liable to termination, acceleration or material modification solely as a result of the execution or Completion of this Agreement, except where the relevant consent or waiver is a Condition.

7.4 The Company has not granted any power of attorney or other authority which remains outstanding and authorises any person to enter into any contract, commitment or obligation on its behalf, other than authorities granted in the ordinary course to its officers and professional service providers.

7.5 The Company is not a party to any partnership, joint venture, consortium, profit-sharing or similar arrangement.

8. Property, Employees, Intellectual Property and Insurance

8.1 The Company does not legally or beneficially own, lease, license, occupy or otherwise have any interest in any land or building, other than the use of its registered office and principal place of business pursuant to corporate or administrative service arrangements.

8.2 The Company has no employees. Each appointment letter or service agreement entered into between the Company and any of its directors is on usual terms, and complete and accurate copies thereof have been supplied to the Purchasers. The Company has no actual or contingent liability for any salary, directors' fees, bonus, severance payment, pension, retirement benefit or other employment- or office-related benefit, except for amounts properly accrued in the ordinary course and reflected or provided for in the Accounts or the Interim Accounts. The Company has duly appointed a company secretary in accordance with Applicable Law, the Listing Rules and the Articles, whose appointment is valid and subsisting, and no notice of resignation or termination of such appointment has been given or received.

8.3 The Company does not own any registered Intellectual Property and does not own or license from any third party any Intellectual Property material to the conduct of its affairs, other than non-exclusive rights to use commercially available software, systems and services in the ordinary course. No person has made or threatened any claim that the Company infringes any Intellectual Property right.

8.4 The Company does not maintain or have the benefit of any insurance policy other than directors' and officers' liability insurance. Such directors' and officers' liability insurance is valid and in force, all premiums due have been paid, and no notice of cancellation, non-renewal or material alteration has been received.

9. Litigation and Investigations

9.1 The Company is not engaged in any litigation, arbitration, prosecution, regulatory proceeding, investigation, enquiry, hearing, contractual dispute or other proceeding of any nature, whether as claimant, defendant or otherwise, and no such proceeding or dispute is pending or threatened.

9.2 There is no fact or circumstance which is reasonably likely to give rise to any such proceeding, investigation or dispute, and there is no unsatisfied judgment, order, award, undertaking or court direction binding on the Company.

9.3 No actual or threatened claim has been made against the Company in relation to any guarantee, indemnity, security, comfort letter, financial assistance or other credit support provided or alleged to have been provided for any Subsidiary or third party.

10. Insolvency

10.1 No order has been made, petition presented, resolution passed or meeting convened for the winding up, dissolution, restructuring or reorganisation of the Company, and no receiver, manager, liquidator, provisional liquidator or similar officer has been appointed over the Company or any of its assets.

10.2 The Company is able to pay its debts as they fall due, no statutory demand or equivalent demand remains outstanding against it, and it has not entered into any compromise or arrangement with creditors.

10.3 The Company has not entered into any transaction which is liable to be avoided, set aside or otherwise challenged in an insolvency or winding-up.

11. Taxation

11.1 All Tax returns, computations, notices and information required to be made or provided by or in respect of the Company have been duly and punctually made or provided on a proper basis and were, when made or provided, true, complete and accurate in all material respects.

11.2 All Tax for which the Company is liable has been paid when due, and all deductions and withholdings required by Applicable Law have been properly made and accounted for. Adequate provision has been made in the Accounts and Interim Accounts for all Tax liabilities of the Company relating to the periods covered by them.

11.3 The Company is not involved in any dispute, audit, enquiry or investigation with any Tax authority and has not received notice that any such dispute, audit, enquiry or investigation is intended.

11.4 All documents to which the Company is a party or in the enforcement of which it is or may be interested and which are subject to stamp duty or similar duty have been duly stamped or adjudicated, and all related duty, interest and penalties have been paid.

11.5 The Company has retained sufficient records to enable its Tax liabilities and entitlements to

relief or exemption to be accurately determined.

12. Listing, Securities and Takeovers Matters

12.1 The Company has complied in all material respects with the Listing Rules, the Takeovers Code, the Securities and Futures Ordinance and all other Applicable Law governing companies whose shares are listed on the Main Board of the Stock Exchange.

12.2 The Company has not received any subsisting notice from the SFC or the Stock Exchange alleging a material breach or failure to comply with any such requirement, and no investigation, disciplinary proceeding, delisting process or enforcement action involving the Company or any director or officer of the Company is pending or threatened.

12.3 All announcements, circulars, annual reports, interim reports, monthly returns and other public disclosures issued or published by the Company preceding the date of this Agreement were, when issued or published, true, accurate and not misleading in all material respects and did not omit any fact necessary to make the information contained in them not misleading.

12.4 The Shares remain listed and traded on the Main Board of the Stock Exchange, and the Company has not received any indication that the listing of the Shares may be suspended, cancelled, withdrawn or materially adversely affected, other than any temporary trading halt or suspension pending publication of an announcement relating to the Transaction.

12.5 The Company has applied the net proceeds of its initial public offering in accordance with its published disclosures, except for changes validly approved and announced in accordance with the Listing Rules. The records relating to the receipt, holding and application of those proceeds are complete and accurate.

13. Connected Transactions and Related Parties

13.1 All connected transactions and continuing connected transactions entered into by the Company have been conducted, approved and disclosed in accordance with Chapter 14A of the Listing Rules, and all applicable annual caps and reporting, announcement and independent shareholder approval requirements have been complied with.

13.2 No agreement, arrangement, balance, commitment or understanding between the Company and the First Vendor, any Vendor Guarantor, any director of the Company or any of their respective associates remains outstanding except on arm's-length terms, in the ordinary and usual course and properly recorded in the Accounts or Interim Accounts.

14. Compliance and Wrongful Acts

14.1 The Company has not committed, and is not liable in respect of, any material criminal, illegal, unlawful or unauthorised act or any material breach of an obligation imposed by Applicable Law or contract.

14.2 Neither the Company nor, when acting on behalf of the Company, any director, officer or service provider has engaged in conduct constituting a material breach of any applicable anti-bribery, anti-corruption, anti-money laundering, counter-terrorist financing or sanctions law.

14.3 The Company has not received notice that any governmental, regulatory or other authority is conducting or intends to conduct any investigation or enquiry into its affairs, and the First Vendor's Knowledge is that no circumstance exists which is reasonably likely to give rise to

any such investigation or enquiry.

15. Accuracy and Completeness of Information

15.1 All information relating to the Company, the First Vendor and the Vendor Guarantors contained in this Agreement, including the relevant Recitals and Schedule 1, is true and accurate and not misleading in any material respect.

15.2 All written information and documents relating to the Company supplied to the Purchasers or any of their professional advisers by or on behalf of the First Vendor, any Vendor Guarantor, the Company or any director, officer or service provider of the Company during the negotiations relating to the Transaction:

(a) were, when supplied, and remain at the date of this Agreement, true and accurate in all material respects;

(b) are not misleading by reason of any omission, ambiguity or otherwise; and

(c) comprise all material information in the possession or control of the First Vendor or the Vendor Guarantors relating to the subject matter of the relevant information or document.

15.3 All documents required to be delivered by the Company to any company registry, the Stock Exchange, the SFC or any other competent authority have been properly delivered.

15.4 No fact, matter or circumstance relating to the Company has been omitted from any information supplied to the Purchasers or their advisers which renders that information untrue, inaccurate or misleading in any material respect.

15.5 So far as the First Vendor and the Vendor Guarantors are aware, having made due and careful enquiry, there is no fact or circumstance relating to the Company which has not been notified in writing to the Purchasers and which, if known to a prudent purchaser, would reasonably be expected to influence its decision to acquire the Sale Shares on the terms of this Agreement.

15.6 All information contained in the Disclosure Letter, including the documents expressly annexed to it, is true, accurate and complete in all material respects and is not misleading, and no material fact has been omitted which would render any such information misleading or prevent the Purchasers from understanding the nature and scope of any matter Disclosed.

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Part II: Warranties relating to the Subsidiaries

1. Accuracy and Completeness of Information

(a) All information relating to each Subsidiary contained in this Agreement and Part II Schedule 4, is true and accurate and not misleading in any material respect.

(b) All written information and documents relating to each Subsidiary supplied to the Purchasers or any of their professional advisers by or on behalf of the First Vendor, any Vendor Guarantor, the Company or any director, officer or service provider of the Company during the negotiations relating to the Transaction:

i. were, when supplied, and remain at the date of this Agreement, true and accurate in all material respects;

ii. are not misleading by reason of any omission, ambiguity or otherwise; and

iii. comprise all material information in the possession or control of the First Vendor or the Vendor Guarantors relating to the subject matter of the relevant information or document.

(c) No fact, matter or circumstance relating to each Subsidiary has been omitted from any information supplied to the Purchasers or their advisers which renders the information in relation to each Subsidiary as untrue, inaccurate or misleading in any material respect.

(d) So far as the First Vendor and the Vendor Guarantors are aware, having made due and careful enquiry, there is no fact or circumstance relating to each Subsidiary which has not been notified in writing to the Purchasers and which, if known to a prudent purchaser, would reasonably be expected to influence its decision to acquire the Sale Shares on the terms of this Agreement.

(e) All information contained in the Disclosure Letter in relation to each Subsidiary, including the documents expressly annexed to it, is true, accurate and complete in all material respects and is not misleading, and no material fact has been omitted which would render any such information misleading or prevent the Purchasers from understanding the nature and scope of any matter Disclosed.

2. Corporate Status, Ownership and Information Supplied

(a) Each Subsidiary is duly incorporated and validly existing under the laws of its place of incorporation. The particulars relating to its issued and paid-up share capital or registered capital, shareholders, directors and registered charges set out in Schedule 2 or otherwise supplied to the Purchasers are true and accurate in all material respects. The Company owns the ownership interest in each Subsidiary stated in Schedule 2 free from all Encumbrances, other than security created under financing arrangements particulars of which have been supplied to the Purchasers.

(b) All information and documents supplied to the Purchasers or their advisers for the purposes of the limited due diligence review of the Malaysian Operating Subsidiaries, including information relating to their corporate particulars, licences and permits, material contracts, financing arrangements, guarantees, security, litigation, insolvency and regulatory status, are true and accurate in all material respects and are not

misleading by reason of any material omission. So far as the First Vendor and the Vendor Guarantors are aware, having made due and careful enquiry, no material matter falling within the agreed scope of that limited due diligence review has been withheld from the Purchasers.

3. Financial Position, Net Assets and Impairment

The Subsidiary Accounts were prepared with due care in accordance with the accounting standards and legal requirements applicable to the relevant Malaysian Operating Subsidiary and fairly present, in all material respects, its financial position and net asset position as at the date to which they relate. Since the date of the latest Subsidiary Accounts, there has been no material adverse reduction in the aggregate net asset value of the Malaysian Operating Subsidiaries other than movements arising in the ordinary and usual course and reflected in the Accounts or Interim Accounts. No material impairment of any asset which is required to be recognised under the applicable accounting standards has been omitted from the Subsidiary Accounts.

The warranties concerning the Subsidiary Accounts, net asset value and impairment do not constitute any warranty or guarantee as to the collectability, recoverability, realisable value or commercial quality of any individual receivable, inventory item, plant, machinery or other asset.

4. Operations and Business Continuity

Each Malaysian Operating Subsidiary is carrying on its existing business in the ordinary and usual course. So far as the First Vendor and the Vendor Guarantors are aware, having made due and careful enquiry, there is no existing fact or circumstance which would reasonably be expected to prevent any Malaysian Operating Subsidiary from continuing its existing business following Completion or to have a material adverse effect on its operations, material assets, premises or ability to fulfil its material obligations.

5. Licences and Regulatory Matters

Each Malaysian Operating Subsidiary holds all material licences, permits, registrations and approvals required for the conduct of its existing business. Those licences, permits, registrations and approvals are valid and in force, their material conditions have been complied with, and no notice of suspension, revocation, cancellation or non-renewal has been received. All renewals of such licences, permits, registrations and approvals for which the applicable renewal period has commenced have been duly completed in a timely manner. So far as the First Vendor and the Vendor Guarantors are aware, there is no existing reason why any such licence, permit, registration or approval would not be renewed in the ordinary course. Each Malaysian Operating Subsidiary has complied in all material respects with the laws, approvals, registrations and filing requirements applicable to its existing business and operations.

6. Material Contracts, Leases and Operating Arrangements

Complete copies or material particulars of the contracts, leases and operating arrangements of the Malaysian Operating Subsidiaries which are reasonably material to their business, assets, liabilities or affairs have been supplied to the Purchasers. No Malaysian Operating Subsidiary is in material breach or default under any such contract or arrangement, no notice of termination or material dispute has been received, and no such contract or arrangement is liable to termination or material modification solely by reason of the Transaction, except where the necessary consent or waiver has been obtained or is a Condition.

7. Financing, Guarantees and Security

Full and accurate particulars of all material borrowings, banking facilities, shareholder funding, guarantees, indemnities, security interests and other financing arrangements binding on a Malaysian Operating Subsidiary have been supplied to the Purchasers. No amount has at any time since the Maybank Corporate Guarantees were given been drawn down or otherwise utilised under the Maybank Facilities, and no amount is outstanding under them. No material default is continuing under any such arrangement, and no Malaysian Operating Subsidiary has granted any material guarantee, indemnity, security, comfort letter or other credit support in favour of a third party which has not been recorded in its accounts or notified in writing to the Purchasers.

8. Litigation, Insolvency and Regulatory Proceedings

No Malaysian Operating Subsidiary is subject to any material litigation, arbitration, prosecution, administrative proceeding, regulatory investigation or other proceeding which is pending or threatened, and no unsatisfied material judgment, order, penalty or administrative sanction is outstanding against it. No petition, application, resolution or proceeding for its winding up, dissolution, restructuring or insolvency has been presented, made or commenced, and no receiver, liquidator, judicial manager or similar officer has been appointed over it or any material part of its assets.

9. Hainan Subsidiaries

Full and accurate particulars of the establishment, ownership, registered and paid-up capital, outstanding capital contribution obligations, existing activities, investments and projects of the Hainan Subsidiaries have been supplied to the Purchasers. The Hainan Subsidiaries do not carry on any material business or hold or participate in any material investment or project other than those disclosed in the Accounts and the Interim Accounts. There is no undisclosed obligation on the part of the Company or a Subsidiary to make any further capital contribution, shareholder funding or other payment to a Hainan Subsidiary, acquire any land, property or project interest, provide any guarantee, security or financial support, or assume any liability arising from any project or investment of a Hainan Subsidiary. No material claim, litigation, administrative proceeding, penalty or enforcement action is pending or threatened in relation to any unpaid capital contribution, project, investment or other activity of a Hainan Subsidiary, and no Hainan Subsidiary has any material or contingent liability which has not been recorded in the Accounts and the Interim Accounts or notified in writing to the Purchasers.

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EXECUTION PAGE

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the date first above written.

SIGNED BY DATO' SRI LEE)
HAW YIH)
For and on behalf of)
GARRY-WORTH INVESTMENT)
LIMITED)
in the presence of:)



For and on behalf of
Garry-Worth Investment Limited

.....
Authorised Signature(s)

[Signature Page]

SIGNED BY VOON SZE LIN)
)
For and on behalf of)
WARRANTS CAPITAL LTD)
in the presence of:)

For and on behalf of
Warrants Capital Ltd

.....
Authorised Signature(s)

[Signature Page]

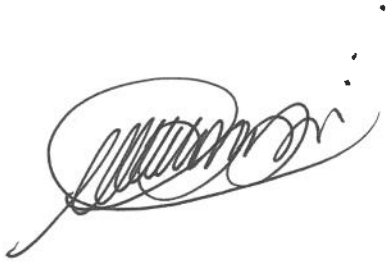
SIGNED BY)
Allen Xionang Wu)
For and on behalf of)
STELLAR GATE)
INVESTMENTS LIMITED)
in the presence of:)
Ying Jing (应婧)

SIGNED BY)
Jupeng Zeng)
For and on behalf of)
INNOVATION FORGE)
HOLDINGS LIMITED)
in the presence of:)
Ying Jing (应婧)

SIGNED, SEALED AND DELIVERED BY)
LEE HAW HANN)
in the presence of:)
)
)
)
)



SIGNED, SEALED AND DELIVERED BY)
DATO' SRI LEE HAW YIH)
in the presence of:)
)
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SIGNED, SEALED AND DELIVERED BY)
DATIN SRI YAW SOOK KEAN)
in the presence of:)
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SIGNED, SEALED AND DELIVERED BY)
LEE HAW SHYANG)
in the presence of:)
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