

DATE: 23 MARCH 2021

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
百德医疗投资控股有限公司
(as Company)

and

TIGER GOAL LIMITED
(as Subscriber)

SUBSCRIPTION AGREEMENT
for 100,000 Shares in
BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
百德医疗投资控股有限公司

Michael Li & Co.
19/F, Prosperity Tower
No. 39 Queen's Road Central, Hong Kong
Tel: 2110 2990
Fax: 2110 9180
Ref: (CCL/AC/KUNG/FH/2015185)

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THIS AGREEMENT is dated 23 March 2021

BETWEEN:

- (1) **BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED** 百德医疗投资控股有限公司, a company incorporated in the Cayman Islands with limited liability with registration number 370557 and having its registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Company**”); and
- (2) **TIGER GOAL LIMITED**, a company incorporated in the British Virgin Islands with limited liability with registration number 2052632 and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Subscriber**”).

RECITAL:

- (A) The Company is incorporated in the Cayman Islands with limited liability. As at the date of this Agreement, the Company has an authorised share capital of HK\$380,000 divided into 38,000,000 ordinary shares (each a “**Share**”) of HK\$0.01 each, of which 9,900,000 shares has been issued nil paid as at the date hereof. Further details of the Company are set out in Schedule 1.
- (B) As at the date of this Agreement, Mr. Wai Chung (“**Mr. Wai**”) is the sole legal and beneficial owner of Tiger Goal.
- (C) On 11 March 2021, Mr. Wai as vendor and Baide Medical Investment Company Limited 百德医疗投资有限公司 (“**Baide HK**”) as purchaser entered into an agreement in relation to the sale and purchase of 1% equity interest in Guangzhou Baihui Corporate Management Company Limited* 广州百辉企业管理有限公司 at the total consideration of RMB698,100 (the “**D1 Consideration**”). The D1 Consideration has yet to be paid by Baide HK to Mr. Wai.
- (D) On 11 March 2021, Mr. Wai as vendor and Baide HK as purchaser entered into an agreement in relation to the sale and purchase of 1% equity interest in Guangzhou Zhengde Corporate Management Company Limited* 广州正德企业管理有限公司 at the total consideration of RMB317,200 (the “**D2 Consideration**”). The D2 Consideration has yet to be paid by Baide HK to Mr. Wai.
- (E) On 11 March 2021, Mr. Wai as vendor and Baide HK as purchaser entered into an agreement in relation to the sale and purchase of 1% equity interest in Guangzhou Yide Capital Management Company Limited* 广州易德资本管理有限公司 at the total consideration of RMB134,700 (the “**D3 Consideration**”, together with D1 Consideration and D2 Consideration, the “**Considerations**”). The D3 Consideration has yet to be paid by Baide HK to Mr. Wai.
- (F) The Company has agreed to allot and issue and the Subscriber has agreed to subscribe for 100,000 new Shares (the “**Subscription Shares**”) for the aggregate sum of HK\$1,368,500 (the “**Subscription Price**”) representing the subscription price of

HK\$13.685 per Subscription Share subject to and upon the terms set out in this Agreement.

- (G) Upon Completion hereunder, the Subscriber shall pay the Subscription Price in the sum of HK\$1,368,500, which equals the total amount of the Considerations payable by Baide HK to Mr. Wai.

1. INTERPRETATION

- 1.1 In this Agreement, including the Recitals and the Schedules, unless the context otherwise requires, the following words and expressions shall have the following meanings when used herein:

“Agreement”	this subscription agreement, as may be amended from time to time
“Business Day”	a day (other than a Saturday, Sunday, public or statutory holiday and days on which a typical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
“Completion”	completion of the subscription of the Subscription Shares in accordance with the provisions of Clause 3
“Completion Date”	upon signing of this Agreement or such other date as the parties hereto may agree in writing
“Deed of Consideration Settlement”	the deed of consideration settlement to be entered into among the Company, Baide HK, the Subscriber and Mr. Wai at Completion in relation to the set-off of the Considerations and the Subscription Price on a dollar-for-dollar basis
“Encumbrance”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-buy back or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Share(s)”	has the meaning ascribed to it in the Recital (A)

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription of the Subscription Shares subject to and upon the terms and conditions of this Agreement
“Subscription Price”	has the meaning ascribed to it in the Recital (F)
“Subscription Shares”	has the meaning ascribed to it in the Recital (F)
“Warranties”	the representations, warranties and undertakings given pursuant to Clause 5
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of Hong Kong

- 1.2 References herein to Clauses and the Schedules are to clauses in and the schedules to, this Agreement unless the context requires otherwise and the Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.5 In this Agreement, any reference to a document in the **“agreed form”** is to a form of the relevant document which is in form and substance satisfactory to the Subscriber.

2 SUBSCRIPTION

- 2.1 The Subscriber shall subscribe for the Subscription Shares at the Subscription Price and the Company shall allot and issue the Subscription Shares credited as fully paid at the Subscription Price on the Completion Date subject to its memorandum and articles of association.
- 2.2 The Subscription Shares, when issued and fully paid, shall rank pari passu in all respects among themselves and with all the Shares in issue on the date of allotment and issue of the Subscription Shares except that they will not rank for any dividend or other distribution of the Company declared, made or paid by reference to a record date prior to their date of issue.

3 COMPLETION

- 3.1 Completion shall take place at 17th Floor, Tower B, China International Center, No. 33 Zhongshan 3rd Road, Yuexiu District, Guangzhou, PRC 510055 on the Completion Date when all (but not part only) of the following businesses shall be transacted:

- 3.1.1 the Subscriber shall deliver to the Company:

- (i) a letter applying for the Subscription Shares at the Subscription Price signed by the Subscriber substantially in the form set out in Schedule 2;
- (ii) certified copy of the sole director's written resolutions of the Subscriber approving this Agreement and the transactions contemplated hereunder, including the subscription of the Subscription Shares and the Deed of Consideration Settlement; and
- (iii) four sets of original signing pages of the Deed of Consideration Settlement duly executed by each of Mr. Wai and the Subscriber.

3.1.2 the Company shall:

- (i) allot and issue, credited as fully paid at the Subscription Price, to the Subscriber the Subscription Shares and shall procure that the Subscriber be registered in the register of members of the Company;
- (ii) deliver to the Subscriber a copy of the updated register of members of the Company;
- (iii) deliver to the Subscriber a certified copy of the board resolutions of the Company approving this Agreement and the transactions contemplated hereunder, including but not limited to the issue of the Subscription Shares, the entry of the name of the Subscriber in the register of members of the Company as holder of the Shares and the Deed of Consideration Settlement; and
- (iv) duly execute and procure Baide HK to duly execute the Deed of Consideration Settlement.

3.2 No party shall be obliged to complete the Subscription or perform any obligation hereunder unless all the parties hereto comply fully with their obligations under Clause 3.1.

3.3 If the Subscriber or the Company shall be unable to comply with any of its respective obligations under Clause 3.1 at the Completion, the party not in default may:

3.3.1 defer the Completion to a date not more than 14 days after the said date (and so that the provisions of this paragraph 3.3.1 shall apply to the Completion as so deferred); or

3.3.2 proceed to the Completion so far as practicable but without prejudice to that party's rights (whether under this Agreement generally or under this Clause 3.3 to the extent that the other party shall not have complied with its obligations thereunder); or

3.3.3 rescind this Agreement without liability on its part.

4 **SETTLEMENT OF THE CONSIDERATIONS AND THE SUBSCRIPTION PRICE**

Each of the Company and the Subscriber acknowledges, agrees and confirms that the Subscription Price payable by the Subscriber shall be set off against the entire amount of the Considerations pursuant to the terms and conditions of the Deed of Consideration Settlement upon Completion.

5 **WARRANTIES**

5.1 The Subscriber and the Company hereby represent, warrant and undertake to each other that:

- (a) it has the corporate power and has obtained all necessary approval, authorisation and consents to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other action to authorise the entering into and performance of this Agreement and to carry out the transactions contemplated hereby;
- (c) this Agreement constitutes valid, binding and enforceable obligations of it.

5.2 Each of the Warranties is without prejudice to any other Warranty and, except where expressly or otherwise stated, no provision in any Warranty shall govern or limit the extent or application of any other provision in any Warranty.

5.3 The Warranties shall survive Completion and the rights and remedies of the Subscriber in respect of any breach of the Warranties shall not be affected by Completion or by the Subscriber rescinding, or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy, or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.

6 **COSTS AND EXPENSES**

Each party shall bear its own costs and expenses (including legal expenses) in respect of the transactions contemplated by this Agreement and all other expenses for the implementation of such transactions.

7 **CONFIDENTIALITY**

7.1 Each of the parties undertakes to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of the Stock Exchange or other regulatory body or authority, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best

endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

- 7.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless announcement(s) and/or listing document is/are required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange or any other regulatory body or authority.

8 CONTINUING OBLIGATIONS AND TIME

- 8.1 All provisions of this Agreement shall continue in full force and effect notwithstanding Completion except in respect of those matters then already performed.
- 8.2 Each of the Company and the Subscriber hereby undertakes to the other that it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the transactions contemplated hereby.
- 8.3 Time shall be of the essence of this Agreement as regards any time or period specified herein or which may be varied with the agreements of both parties.

9 SUCCESSORS AND ASSIGNS

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

10 COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be binding upon the party executing it and which together shall constitute one agreement.

11 NOTICES AND PROCESS AGENTS

- 11.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively "**communication**" in this Clause 11) shall be in writing in the English language and may be served by leaving the same at or sending the same by post in a postage prepaid envelope or by facsimile transmission to the correspondence address stated after the relevant party's name at the beginning of this Agreement or to the registered office for the time being of the party to be served or to such other address (which must be in Hong Kong) or facsimile number as may have been notified in writing by such party to the party serving the communication specifically referring to this Agreement.
- 11.2 A communication served in accordance with Clause 11.1 shall be deemed to have been received by its addressee one Business Day after the same was left at or sent to its registered office or other address for service (if sent by local mail) or five Business

Days after the same was sent to its registered office or other address for service (if sent by airmail) or on despatch (if sent by facsimile transmission).

To the Company:

Address: Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong
Attention: the Board of Director

To the Subscriber:

Address: Flat G, 16/F, Sung Fung Court, Harbour Heights, No. 3 Fook Yum Road, North Point, Hong Kong
Attention: the Board of Directors

The Subscriber hereby appoints Mr. Wai Chung of Flat G, 16/F, Sung Fung Court, Harbour Heights, No. 3 Fook Yum Road, North Point, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication relating to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered to such agent for service at the above address in Hong Kong.

12 GOVERNING LAW

- 12.1 This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
- 12.2 The parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but the terms of this Agreement may be enforced in any court of competent jurisdiction.
- 12.3 Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Agreement.

In witness whereof this Agreement has been duly executed by the parties hereto the day and year first above written.

THE COMPANY

SIGNED by WU HAIMEI)
)
for and on behalf of)
)
BETTERS MEDICAL INVESTMENT)
HOLDINGS LIMITED)
百德医疗投资控股有限公司)
in the presence of:)



THE SUBSCRIBER

SIGNED by WAI CHUNG)
)
for and on behalf of)
)
TIGER GOAL LIMITED)
in the presence of:)



SCHEDULE 1

PARTICULARS OF THE COMPANY

1. Name : BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED 百德医疗投资控股有限公司
2. Registered Office : Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands
3. Date of Incorporation : 22 January 2021
4. Place of Incorporation : Cayman Islands
5. Company No. : 370557
6. Business : investment holding
7. Directors : Ms. Wu Haimei
Ms. Qiu Quan
8. Issued Share Capital : HK\$99,000 divided into 9,900,000 Shares
9. Shareholders :

<u>Name of shareholder</u>	<u>No. of shares (%)</u>	
Auto King International Limited	6,010,191	60.71%
Brilliant Cut Limited	774,032	7.82%
Daily Charm Holdings Limited	755,360	7.63%
Cheer Aim Investments Limited	475,200	4.80%
Cosmic Discovery Limited	434,739	4.39%
Mighty Sino International Limited	396,049	4.00%
Nation Hero International Limited	316,721	3.20%
Pride Supreme Limited	272,874	2.76%
Rainbow Avenue Limited	237,887	2.40%
Good Hero Global Limited	132,858	1.34%
Major Delight Limited	49,569	0.50%
Success Avenue Limited	44,520	0.45%

SCHEDULE 2

APPLICATION FOR SHARES

Date:

To: The board of directors
BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
百德医疗投资控股有限公司 (the “Company”)

Dear Sirs

Application for shares

We refer to an agreement dated 23 March 2021 (the “**Agreement**”) and entered into between the undersigned as subscriber and the Company as issuer in relation to, among others, the subscription for 100,000 shares of HK\$0.01 each (the “**Shares**”) in the Company.

We hereby apply for and request the Company to allot and issue 100,000 Shares credited as fully paid to us pursuant to the terms of the Agreement.

We agree to take the said shares subject to the memorandum and articles of association of the Company and we hereby authorise the Company to enter our name in the register of members of the Company as holder of the 100,000 Shares. For the purpose of the record of the Company, please note our full name, description and address set out below:

Name:	Tiger Goal Limited
Description	Corporation
Address:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Yours faithfully
For and on behalf of
Tiger Goal Limited

Name: Wai Chung
Position: Director

DATE: 23 MARCH 2021

BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED
百德医疗投资控股有限公司

And

BAIDE MEDICAL INVESTMENT COMPANY LIMITED
百德医疗投资有限公司

And

WAI CHUNG
韦聪

And

TIGER GOAL LIMITED

**DEED OF CONSIDERATION SETTLEMENT
IN RELATION TO
SUBSCRIPTION PRICE**

MICHAEL LI & CO.
19th Floor, Prosperity Tower
39 Queen's Road Central
Central, Hong Kong
Ref.: CCL/AC/KUNG/FH/2015185

THIS DEED is dated the 23rd day of March 2021

BETWEEN:

- (1) **BETTERS MEDICAL INVESTMENT HOLDINGS LIMITED** 百德医疗投资控股有限公司, a company incorporated in the Cayman Islands with limited liability with registration number 370557 and having its registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Holdings**”);
- (2) **BAIDE MEDICAL INVESTMENT COMPANY LIMITED** 百德医疗投资有限公司, a company incorporated in Hong Kong with limited liability with registration number 3016167 and having its registered office at Unit 601, Ovest, 77 Wing Lok Street, Sheung Wan, Hong Kong (“**Baide HK**”);
- (3) **WAI CHUNG** 韦聪, holder of Hong Kong identity card no. R612071(6) of Flat G, 16/F, Sung Fung Court, Harbour Heights, No. 3 Fook Yum Road, North Point, Hong Kong (“**Mr. Wai**”); and
- (4) **TIGER GOAL LIMITED**, a company incorporated in the British Virgin Islands with limited liability with registration number 2052632 and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Tiger Goal**”).

WHEREAS:

- (A) Baide HK is an indirect wholly-owned subsidiary of the Holdings.
- (B) Mr. Wai is sole legal and beneficial owner of Tiger Goal.
- (C) On 11 March 2021, Mr. Wai as vendor and Baide HK as purchaser entered into an agreement (the “**SPA D1**”) in relation to the sale and purchase of 1% equity interest in Guangzhou Baihui Corporate Management Company Limited* 广州百辉企业管理有限公司 (“**D1**”) at the total consideration of RMB698,100 (the “**D1 Consideration**”).
- (D) Upon completion of the SPA D1 on 17 March 2021 and as at the date hereof, Baide HK is obligated to pay Mr. Wai in the amount equivalent to the D1 Consideration (the “**D1 Payment Obligation**”).
- (E) On 11 March 2021, Mr. Wai as vendor and Baide HK as purchaser entered into an agreement (the “**SPA D2**”) in relation to the sale and purchase of 1% equity interest in Guangzhou Zhengde Corporate Management Company Limited* 广州正德企业管理有限公司 (“**D2**”) at the total consideration of RMB317,200 (the “**D2 Consideration**”).
- (F) Upon completion of the SPA D2 on 17 March 2021 and as at the date hereof, Baide HK is obligated to pay Mr. Wai in the amount equivalent to the D2 Consideration (the “**D2 Payment Obligation**”).

- (G) On 11 March 2021, Mr. Wai as vendor and Baide HK as purchaser entered into an agreement (the “SPA D3”) in relation to the sale and purchase of 1% equity interest in Guangzhou Yide Capital Management Company Limited* 广州易德资本管理有限公司 (“D3”) at the total consideration of RMB134,700 (the “D3 Consideration”).
- (H) Upon completion of the SPA D3 on 17 March 2021 and as at the date hereof, Baide HK is obligated to pay Mr. Wai in the amount equivalent to the D3 Consideration (the “D3 Payment Obligation”, together with the D1 Payment Obligation and the D2 Payment Obligation, the “Payment Obligations”).
- (I) Mr. Wai wishes to transfer and assign all its title, rights, interests and benefits in respect of the Payment Obligations to Tiger Goal subject to the terms and conditions hereinafter contained.
- (J) The Holdings has agreed to assume all obligations and liabilities of Baide HK in respect of the Payment Obligations and Tiger Goal has agreed to the Holdings assuming all such obligations and liabilities subject to the terms and conditions hereinafter contained.
- (K) On 23 March 2021, Tiger Goal as subscriber and the Holdings as issuer entered into a subscription agreement (the “Subscription Agreement”) in relation to the subscription (the “Subscription”) of 1% issued share capital of the Holdings by Tiger Goal at the subscription price of HK\$1,368,500 (the “Subscription Price”).
- (L) Pursuant to the terms of the Subscription Agreement, the Subscription Price payable by Tiger Goal shall be set off against the entire amount of the Payment Obligations upon completion of the Subscription.
- (M) The Holdings, Baide HK, Mr. Wai and Tiger Goal have agreed to execute this Deed to confirm and record the agreement and understanding between the parties hereto and to acknowledge and confirm the settlement of the Payment Obligations and the Subscription Price.

* *for identification purposes only*

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed, expressions defined or to which a meaning is assigned in the Subscription Agreement shall, unless the context otherwise requires, bear the same meanings when used herein.
- 1.2 In this Deed, the expression "**this Deed**" shall mean this Deed of Settlement, as amended from time to time.
- 1.3 The headings of this Deed are inserted for convenience only and shall be ignored in construing this Deed. Unless the context otherwise requires, references in this Deed to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and reference to any person shall include an individual, firm, body corporate or unincorporate.

2. ASSIGNMENT AND NOVATION OF THE PAYMENT OBLIGATIONS

- 2.1 Mr. Wai hereby transfers and assigns unto Tiger Goal all its title, rights interests and benefits in and of the Payment Obligations to hold the same unto Tiger Goal absolutely.
- 2.2 In consideration of the assignment of the Payment Obligations from Mr. Wai to Tiger Goal, Tiger Goal hereby agrees to assume a liability owing to Mr. Wai of an amount equal to the Payment Obligations immediately upon execution of this Deed. Mr. Wai and Tiger Goal acknowledge, agree and confirm that Tiger Goal shall (i) credit its current account with Mr. Wai with the amount of the Payment Obligations; and (ii) make appropriate entries in its accounts.
- 2.3 The Holdings undertakes to Baide HK and Tiger Goal to assume all liabilities and obligations and to satisfy all claims and demands whatever arising out of or in respect of the Payment Obligations.
- 2.4 In consideration of the assumption of the Payment Obligations by the Holdings, Baide HK hereby agree to assume an intra-group liability owing to the Holdings of an amount equal to the Payment Obligations immediately upon execution of this Deed. The Holdings and Baide HK acknowledge, agree and confirm that Baide HK shall (i) credit its current account with the Holdings with the amount of the Payment Obligations; and (ii) make appropriate entries in its accounts.
- 2.5 Tiger Goal hereby accepts the Holdings to assume all liabilities and obligations and to satisfy all claims and demands whatever arising out of or in respect of the Payment Obligations in lieu of the liability of Baide HK.
- 2.6 The Holdings agrees to indemnify and keeps Baide HK fully and effectively indemnified against any and all liabilities, claims, demands and costs accruing or arising under or in connection with the Payment Obligations.

3. SETTLEMENT OF THE SUBSCRIPTION PRICE AND THE PAYMENT OBLIGATIONS

- 3.1 Upon the assignment and novation set out in Clause 2 above, the Holdings and Tiger Goal acknowledges, agree and confirm that:
- (i) the Holdings is indebted to Tiger Goal in an aggregate amount of HK\$1,368,500 (being the amount of the Payment Obligations in the sum of RMB1,150,000 (equivalent to HK\$1,368,500 as agreed among the parties hereto)); and
 - (ii) Tiger Goal is obligated to pay the Holdings in the amount of HK\$1,368,500, being the amount of the Subscription Price in the sum of HK\$1,368,500.
- 3.2 The Holdings and Tiger Goal hereby agree and acknowledge that the whole amount of the Subscription Price shall be and is hereby set off against the whole amount of the Payment Obligations.

4. ACKNOWLEDGEMENT AND CONFIRMATION OF SETTLEMENT OF THE

SUBSCRIPTION PRICE AND THE PAYMENT OBLIGATIONS

- 4.1 The Holdings hereby acknowledges, agrees and confirms that Tiger Goal's liability and obligation to pay the Subscription Price to the Holdings have been fully and effectively discharged immediately upon execution of this Deed.
- 4.2 Tiger Goal acknowledges, agrees and confirms that the Holdings' liability and obligation to pay the Payment Obligations have been fully and effectively discharged immediately upon execution of this Deed.

5. ASSIGNS

- 5.1 This Deed shall enure to the benefit of and be binding on each party and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the consent of the other parties hereto.

6. GOVERNING LAW AND JURISDICTION


- 6.1 This Deed shall be governed by and construed in accordance with the laws of Hong Kong.
- 6.2 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 6.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

IN WITNESS WHEREOF this Deed has been duly executed by all parties hereto on the day and year first above written.

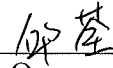
THE HOLDINGS

SEALED with the common seal of)
BETTERS MEDICAL INVESTMENT)
HOLDINGS LIMITED)
百德医疗投资控股有限公司)

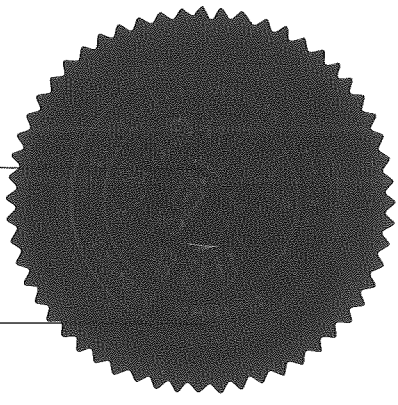
and SIGNED by Wu Haimei and Qiu Quan,)
the directors duly authorised by its board of)
directors)
in the presence of:)



Wu Haimei



Qiu Quan

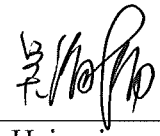


Witness signature: 吴梅宇
Witness name: 吴梅宇
Witness occupation: 商务人员
Witness address: 广州市越秀区大东街道
东里社区东关汛15号

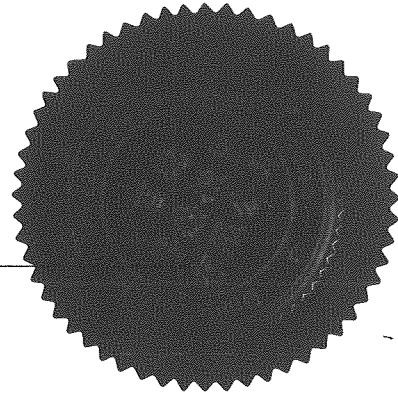
BAIDE HK

SEALED with the common seal of)
BAIDE MEDICAL INVESTMENT)
COMPANY LIMITED)
百德医疗投资有限公司)

and SIGNED by Wu Haimei, the sole director)
in the presence of:)



Wu Haimei

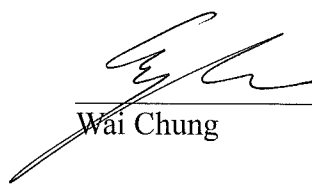


Witness signature: 吴梅宇
Witness name: 吴梅宇
Witness occupation: 商务人员
Witness address: 广州市越秀区大东街道
东里社区东关汛15号

TIGER GOAL

SEALED with the common seal of)
TIGER GOAL LIMITED)

and **SIGNED** by Wai Chung 韦聪,)
the sole director)
in the presence of:)


Wai Chung



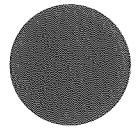
Witness signature: 吴楚宇
Witness name: 吴楚宇
Witness occupation: 商务人员
Witness address: 广州市越秀区大东街道
东里社区东发里15-3

MR. WAI

SIGNED, SEALED AND DELIVERED)

by **WAI CHUNG 韦聪** (holder of)
Hong Kong identity card No. R612071(6)))
in the presence of:)





Witness signature: 吴楚宇
Witness name: 吴楚宇
Witness occupation: 商务人员
Witness address: 广州市越秀区大东街道
东里社区东发里15-3