

SALE AND PURCHASE AGREEMENT

EC HEALTHCARE

and

JADE MASTER INTERNATIONAL LIMITED

and

HAU KWOK PO

and

WONG HON WAH

and

CHENG WAI MAN

**for the sale and purchase of
the entire issued share in Bio-Gene Limited**

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THIS AGREEMENT (Agreement) is made effective on 4 January 2024

BETWEEN:

- (1) **EC HEALTHCARE**, a company incorporated under the laws of Cayman Islands and listed on the Main Board of The Stock Exchange of Hong Kong Limited (stock code: 2138), with registered office situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and principal place of business in Hong Kong situated at Level 50, Langham Place Office Tower, 8 Argyle Street, Mong Kok, Hong Kong (**ECH**);
- (2) **JADE MASTER INTERNATIONAL LIMITED**, a company incorporated under the laws of the British Virgin Islands, with registered office situated at Sea Meadow House, Blackburne Highway, P.O. Box 116, Road Town, Tortola, British Virgin Islands and with principal place of business in Hong Kong situated at Level 50, Office Tower, Langham Place, 8 Argyle Street, Mong Kok, Kowloon, Hong Kong (the **Purchaser**); and
- (3) **HAU KWOK PO**, with Hong Kong Identity Card Number C506402(1), and address at Flat G, 37/F, Block 11, Royal Ascot, Fo Tan, Shatin, Hong Kong; (**Seller 1**);
- (4) **WONG HON WAH**, with Hong Kong Identity Card Number D565404(2), and address at Flat G, 19/F, Block 29, Laguna City, Kowloon, Hong Kong; (**Seller 2**); and
- (5) **CHENG WAI MAN** with Hong Kong Identity Card Number E986935(6), and address at Room 2103, Lok King House, Lai King Estate, Kowloon, Hong Kong; (**Seller 3**, together with Seller 1, Seller 2 and Seller 3, collectively, the **Sellers**, and each, a **Seller**).

WHEREAS:

- (A) Bio-Gene Limited (the **Target Company**) was incorporated on 10 March 2003 under the laws of Hong Kong. As at the date of this Agreement, it has total issued shares comprising 10,000 ordinary share (the **Sale Shares**), which are fully paid. The Target Company is held as to 50% by Seller 1 (5,000 ordinary shares), 25% by Seller 2 (2,500 ordinary shares) and 25% by Seller 3 (2,500 ordinary shares). The Target Company is an investment holding company whose only interest is 2,520,765 ordinary shares in Pangenja Inc (**Pangenja**, together with its Subsidiaries, the **Pangenja Group**), representing 5.89% issued shares of Pangenja. Further particulars of the Target Company is set out in Part 1 of Schedule 1.
- (B) The Pangenja Group is principally engaged in the provision of medical laboratory testing to doctors and medical related institutions and the distribution of medical laboratory equipment and devices. Further particulars of the Pangenja Group (including minority interests held by it) are set out in Schedule 1 Part 2 and Part 3 of Schedule 1.
- (C) The Purchaser has agreed to purchase, and the Sellers have agreed to sell, the Sale Shares, subject to the terms and upon the conditions set out in this Agreement. The total consideration of the sale of Sale Shares payable by the Purchaser to the Sellers on Completion is HK\$15,800,000.
- (D) Immediately after completion of the Sale, the Target Company will be wholly-owned by the Purchaser.

IT IS HEREBY AGREED BY THE PARTIES THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the Recitals above), the following expressions shall, unless the context requires otherwise, have the following meanings:

Affiliate(s) means, with respect to any person, any person which, directly or indirectly, controls, is controlled by or is under common control with such person, including, without limitation, (with respect to any person who is an individual) any person who are directly or indirectly related to such person by blood or by marriage or entity controlled by such person, and (with respect to any person which is other than an individual) any general partner, officer, director or employee of such person and any venture capital fund now or hereafter existing which is controlled by or under common control with one or more general partners or shares the same management company with such person;

Associate(s) has the meaning ascribed to it under the Listing Rules;

Bio-Gene Subgroup means a sub-group of the Pangenia Group comprising Simply Bliss Limited and its subsidiaries

Business Day means any day (excluding Saturday, Sunday and public holidays and a day on which a tropical cyclone warning no. 8 or above is hoisted or a "black" rainstorm warning signal or "extreme conditions" caused by a super typhoon as announced by the government of Hong Kong is in force in Hong Kong at any time between 9am and 5pm) on which banks are generally open for ordinary banking business in Hong Kong;

Companies Ordinance means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

Completion means completion of the Sale pursuant to this Agreement;

Completion Date means the date on which Completion takes place in accordance with Clause 6.1;

Consents and Approvals means any consents, confirmations, permits, authorisations, licenses, sanctions, certificates and approvals from, and filing and registration with any person or corporation, relevant government authorities, other authorities, agencies, regulatory bodies, stock exchanges, professional or industry councils organisations or bodies, or otherwise required from any third parties in Hong Kong or any part of the world;

Controlled Entity(ies) means company(ies) in the equity of which one is interested (directly or indirectly) so as to exercise or control the exercise of 30% or more of the voting power at general meetings, or company(ies) in which one controls the composition of one-third of the board of director(s) of such company(ies);

Encumbrances means any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption or other encumbrance) or mortgage, charge, pledge, claim, lien, rights of first refusal, third-party right or interest, assignment, hypothecation, title creation or any other security, claim, rights, agreement or arrangement of whatsoever nature having similar effect, right of set-off, counterclaim, trust arrangement or any equity or restriction (including any relevant restriction imposed under the relevant law) or any agreement for any of the foregoing;

family member(s) means his/her spouse, a person cohabiting with him/her as a spouse, or his/her child, step-child, parent, step-parent, brother, step-brother, sister or step-sister;

Governmental Authority means any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of all relevant jurisdictions

in which the Target Company or a member of the Pangenja Group (as the case may be) is incorporated or the Target Company's or a member of the Pangenja Group's (as the case may be) business is carried out or the Target Company's or a member of the Pangenja Group's (as the case may be) asset is held, including but not limited to Hong Kong (as the case may be);

HK\$ means Hong Kong dollars, the lawful currency of Hong Kong;

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China;

Listing Rules means the Rules Governing the Listing of Securities on the Stock Exchange;

Material Adverse Change (or Effect) means any change, circumstance (or effect), either individually or in the aggregate, the consequence of which is to materially and adversely affect the financial position, business or property, results of operations, business prospects or assets of the Target Company or any member of the Pangenja Group, in each case as solely determined by the Purchaser;

Pangenja Shareholders' Agreement means the shareholders' agreement entered into among Pangenja and shareholders of Pangenja (including but not limited to the Target Company) in 2019 confirming arrangements regarding Pangenja which had taken effect since 29 August 2018;

Sale means the sale of the Sale Shares by the Sellers to the Purchaser pursuant to this Agreement;

Sale Shares means 10,000 ordinary shares in the Target Company, representing the entire issued shares of the Target Company;

Stock Exchange means The Stock Exchange of Hong Kong Limited;

Subsidiaries shall have the meaning as ascribed thereto in section 15 of the Companies Ordinance;

Taxation means:

- (a) any form of taxation whenever created or imposed and of any part of the world and without prejudice to the generality of the foregoing includes profits tax, interest tax, business tax, value-added tax, consumption tax, capital duty, stamp duty, payroll tax, withholding tax, rates, customs and excise duties and generally other liabilities relating to taxation payable to the revenue, customs or fiscal authorities in any part of the world;
- (b) an amount equal to any deprivation of any relief, allowance, set off, deduction in computing profits or right to repayment of taxation granted by or pursuant to any legislation concerning or otherwise relating to taxation; and
- (c) all costs, charges, interest, fines, penalties and expenses incidental or relating to the liability referred to in paragraphs (a) and/or (b) above;

Transaction Documents means this Agreement and the Deed of Indemnity;

Warranties means the warranties, representations and/or undertakings contained in or referred to or as set out in Clause 7 and Schedule 4 generally;

1.2 Save as otherwise expressly stated herein, references to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or reenacted or otherwise modified.

1.3 In this Agreement, references to:

- (a) Recitals, Clauses, Schedules and Annexure are the recitals, clauses, schedules and annexure of this Agreement and the Schedules and Annexure to this Agreement shall form part of this Agreement;
 - (b) the singular includes the plural and vice versa;
 - (c) words importing gender or the neuter include both genders and the neuter; and
 - (d) persons include bodies corporate or unincorporated.
- 1.4 Headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- 1.5 Words and phrases the definition of which are contained or referred to in the Companies Ordinance shall be construed as having the same meanings herein.
- 1.6 The expressions "ECH", "Purchaser", and "Seller" shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- 1.7 The expressions "including" or "in particular" etc., where the context permits, shall have the meaning of "including but not limited to".

2. SALE AND PURCHASE OF THE SALE SHARES

- 2.1 In accordance with the terms of this Agreement, the Sellers shall as legal and beneficial owner of the Sale Shares sell, and the Purchaser shall acquire the Sale Shares, free from all Encumbrances, and together with all rights and benefits (if any) pertaining, attaching or attached thereto as at the date of this Agreement, and hereafter attaching thereto (including the right to receive dividends and distributions declared, made or paid on or after the date of this Agreement).
- 2.2 Upon Completion, the Sellers shall transfer the Sale Shares to the Purchaser free from any Encumbrances, and the shareholding interest of the Purchaser in the Target Company immediately after Completion is set out in Schedule 2.
- 2.3 The Purchaser shall not be obliged to complete the Sale unless the sale of all of the Sale Shares is completed simultaneously.
- 2.4 Each of the Sellers represents to ECH and the Purchaser that the Sale Shares are not subject to any pre-emption rights or any other restrictions on transfer or rights of veto or otherwise under any constitutional documents, shareholders' agreement (including the Pangenia Shareholders' Agreement) or otherwise.

3. CONSIDERATION

- 3.1 The total consideration payable by the Purchaser to the Sellers for the sale and purchase of the Sale Shares is HK\$15,800,000 which shall be settled at Completion in accordance with paragraph 2 of Schedule 3.

4. CONDITIONS PRECEDENT

- 4.1 The Completion is conditional upon the following Conditions Precedent being satisfied (or waived by the Purchaser in accordance with Clause 4.2):

- (a) the Purchaser having completed business, financial and legal due diligence review in all aspects on the Target Company and the Pangenja Group and the results of which are satisfactory to the Purchaser in its sole and absolute discretion in all respects;
- (b) all necessary Consents and Approvals in connection with the Sale having been duly obtained (to the extent applicable, including ECH obtaining approval from its shareholder(s)) and ECH's compliance of the relevant requirements under the Listing Rules, including the issue of a shareholder circular in connection with the Sale, where applicable;
- (c) the Bio-Gene Subgroup, after the estimated payment of HK\$15,000,000 of double pay and commission to the relevant staff in December 2023, having maintained a cash level of not less than HK\$108,000,000.00 (the **Cash Level Target**) in its bank accounts at any time during the period from the date of this Agreement to the date of the Completion (both dates inclusive) (the "**Cash Level Period**"); for the avoidance of doubt, the payment of the aforementioned double pay and commission to the relevant staff in December 2023 shall not exceed HK\$15,000,000 in any event;
- (d) each of the Warranties remaining true, accurate and not misleading in all respects, and no fact, event or circumstance having occurred which would make the Warranties untrue or inaccurate in any respect, as given as at the date of this Agreement at all times up to and including the Completion Date;
- (e) there has been no Material Adverse Change of the Target Company and each of the members of the Pangenja Group from the date of this Agreement up to and including the Completion Date; and
- (f) there having been no breach by any of the Sellers of any of his obligations under this Agreement.

4.2 Each of the Sellers shall use his best endeavours to procure the fulfilment of the Conditions Precedent set out in Clause 4.1, and shall furnish such information, supply such document, give such undertakings and do all such acts and things as may reasonably be required in connection with the fulfilment of the Conditions Precedent.

4.3 For the purposes of the Cash Level Target, each of the Sellers undertakes to use its best endeavours to cooperate with the Purchaser and provide all assistance considered necessary by the Purchaser to demonstrate the cash level of the Bio-Gene Subgroup's bank accounts during any period. The Purchaser has sole and absolute discretion in determining whether the Cash Level Target is satisfied during the Cash Level Period. In the event that Pangenja declares any dividend during the Cash Level Period and provided that the Purchaser is satisfied with the amount and manner of such dividend declaration, the amount of the Cash Level Target for the remainder of the Cash Level Period shall be reduced by the amount of such dividend.

4.4 Any of the Conditions Precedent set out in Clause 4.1 may be waived by the Purchaser at its sole and absolute discretion. In the event that any of the Conditions Precedent in Clause 4.1 is not fulfilled or waived by the Purchaser on or prior to the Long Stop Date or such later date as may be agreed between the Parties in writing, this Agreement shall become null and void and be of no further effect whatsoever and all the obligations and liabilities of the Parties hereunder shall cease and determine (save for the

rights of the Parties hereto to claim the others in respect of any antecedent breaches or any rights or remedies which shall have accrued prior thereto).

5. CONDUCT OF BUSINESS AND PRE-COMPLETION MATTERS

- 5.1 Each of the Sellers shall not, after the signing of this Agreement and before the Completion, do or procure any act which would or might constitute a breach of any of the Warranties or any of its undertakings set out in this Agreement, save with the Purchaser's prior written consent.
- 5.2 Each of the Sellers shall procure that the Bio-Gene Subgroup, after the estimated payment of HK\$15,000,000 of double pay and commission to the relevant staff in December 2023 (and each of the Sellers shall procure that such payment shall in no event exceed HK\$15,000,000), shall maintain a cash level of not less than HK\$108,000,000.00 in its bank accounts at any time from the date of this Agreement to the date of Completion (both dates inclusive).
- 5.3 Each of the Sellers undertakes to the Purchaser to procure that the business of the Pangenica Group will continue to be operated in the ordinary course of day-to-day operations consistent with past practice and it will not do or omit to do (or allow to be done or to be omitted to be done) any act or thing not in the ordinary course of day-to-day operations.
- 5.4 Pending the Completion, each of the Sellers shall not, without the prior written consent of the Purchaser, procure or consent to being done by any of the Target Company and any member of the Pangenica Group any act or thing which would have a Material Adverse Effect on the business or financial position.
- 5.5 Pending the Completion, each of the Sellers shall, unless with the prior written consent of the Purchaser, ensure that each of the Target Company and members of the Pangenica Group shall:
- (a) carry on its business as a going concern:
 - (i) in the ordinary course and usual course;
 - (ii) with reasonable care;
 - (iii) following normal and industry practice; and
 - (iv) complying with all applicable laws, regulations and industry rules and code;
 - (b) take all reasonable steps to protect and maintain its assets (including the goodwill of its business);
 - (c) promptly notify the Purchaser of anything of which it becomes aware that has or may have a Material Adverse Effect on the conduct of the business or financial position of any of the Target Companies and any of the members of the Pangenica Group;
 - (d) maintain adequate insurance (for amounts which would be maintained in accordance with prudent business practice) of its business and its assets; and
 - (e) comply with its material contracts.
- 5.6 Before the Completion Date, each of the Sellers undertakes to the Purchaser not to (a) solicit or participate in any negotiation or discussion, (b) enter into any agreement or arrangement, and/nor (c), disclose any information, with respect to any investment in or acquisition of the Target Company, any member of the Pangenica Group and/or the Sale with any third party unless the prior written consent of the Purchaser is obtained.

- 5.7 Each of the Sellers represents, warrants and undertakes to the Purchaser to procure the obtaining of any consent, approval, confirmation, permit, authorization and/or license from any relevant parties (including but not limited to any bank, creditor, customer, supplier or business partner) to the transactions hereunder which is required under any laws, regulations, agreements, arrangements, instruments and/or documents to which any of the Sellers, the Target Company and members of the Pangenica Group is subject or by which any of their respective assets are bound, if any, at the sole cost of the Seller as soon as possible and in any event before Completion.
- 5.8 Each of the Sellers represents and warrants and shall procure that, at any time from the date of this Agreement to Completion (both dates inclusive), the net asset value of the Bio-Gene Subgroup under the Pangenica Group is no less than HK\$140 million and the cash held by the Bio-Gene Subgroup under the Pangenica Group is no less than HK\$108 million.

6. COMPLETION

- 6.1 Subject to the fulfilment (or where applicable, waiver) of the Conditions Precedent by the Purchaser, Completion shall take place on a date to be notified by the Purchaser to the Sellers at L50, Langham Place Office Tower, 8 Argyle Street, Mong Kok, Kowloon or such place as the Purchaser may determine, at which the obligations pursuant to Clause 6.2 (the **Completion Obligations**) shall be simultaneously transacted.
- 6.2 At Completion, the Purchaser and the Sellers shall deliver and/or perform (or procure the delivery and/or performance of) all those documents, items and actions respectively listed in relation to that party in Schedule 3.
- 6.3 Completion shall only occur if all documents, items and actions listed in Schedule 3 have been delivered or performed as required by each such Party.
- 6.4 If any of the Parties shall be unable to comply with any of its respective Completion Obligations pursuant to Clause 6.2 and paragraphs 1 and 2 of Schedule 3 and on or before the time fixed for Completion, the Party not in default may by notice:
- (a) defer Completion to a date not more than sixty (60) days after the said date (and so that the provisions of Clause 6.2 shall apply to Completion as so deferred); or
 - (b) proceed to Completion so far as practicable (without prejudice to its rights and remedies hereunder) subject to satisfaction of a condition subsequent that the defaults be remedied within such time as it may specify; or
 - (c) rescind this Agreement without prejudice, in each case, to that Party's rights (whether under this Agreement generally or under this Clause) to claim for damages and obtain a decree for specific performance against the other Party either in lieu of the damages or in addition thereto as that Party has or may have sustained by reason of the failure of the other Party to comply with its obligations hereunder.
- 6.5 Completion shall take place on or before 1 February 2024 (the "Long Stop Date"). If Completion does not take place by the Long Stop date for any reason, the Purchaser shall have the right to terminate this Agreement or grant an extension of the Long Stop Date by specifying a new date. The Purchaser may grant further extensions of the Long Stop Date by specifying new dates at any time before the expiry of the then current Long Stop Date.

7. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 7.1 Each of the Sellers hereby unconditionally and irrevocably represents and warrants to and undertakes with ECH and the Purchaser that each of the warranties, representations and/or undertakings contained

in each of the matters set out in Warranties and matters disclosed in this Agreement is as at the date hereof and, if Completion is deferred in accordance with Clause 6.4(a), shall be for all times up to and including Completion Date true, complete and correct and not misleading in all respects.

- 7.2 Each of the Sellers agrees and acknowledges that the Purchaser is entering into this Agreement strictly in reliance upon the Warranties and the matters disclosed in this Agreement and any information which may otherwise have come into the possession of the Purchaser or which the Purchaser ought to have known or had constructive knowledge thereof.
- 7.3 Each of the Warranties shall be construed as a separate and independent representation and warranty and, save as expressly provided to the contrary, shall not be limited or restricted by reference to any other Warranties or any other terms of this Agreement.
- 7.4 Each of ECH and the Purchaser shall be entitled to claim that any of the Warranties is or was untrue or misleading or has or had been breached even if the Purchaser discovered or could have discovered on or before Completion that the Warranty in question was untrue misleading or had been breached and Completion shall not in any way constitute a waiver of any of the rights of the Purchaser.
- 7.5 The Warranties shall survive Completion and the rights and remedies of the Purchaser and any claim made by the Purchaser under this Agreement in respect of a breach of any of the Warranties or indemnities contained in this Agreement shall not be affected by (a) Completion, or (b) the giving of any time or other indulgence by the Purchaser to any person, or (c) the Purchaser rescinding or not rescinding this Agreement by any other cause whatsoever.
- 7.6 The rights, except rights of rescission, conferred on the Purchaser by this Agreement are in addition and without prejudice to all other rights and remedies available to the Purchaser; and no exercise or failure to exercise a right under this Agreement or otherwise or to invoke a remedy shall constitute a waiver of that right or remedy by the Purchaser.
- 7.7 Each of the Sellers irrevocably and unconditionally undertakes to indemnify, keep indemnified and hold harmless ECH and the Purchaser on demand from and against all claims, liabilities, losses, costs and expenses which ECH or the Purchaser may suffer or incur arising out of, or in respect of, or in connection with any Taxation, tax liability, hidden liability, liability in respect of labour disputes of the Target Company or the Pangenja Group before Completion, any breach of Warranties, and any liabilities of the Target Company or the Pangenja Group incurred due to, arising out of or in connection with any fact, matter, event or circumstance before Completion (including as a result of any non-compliance of applicable laws, rules or regulations).
- 7.8 Each of the Sellers has confirmed that the Target Company has waived or repaid any balance advanced to (a) its directors and/or shareholders, (b) any the Sellers, and/or (c) Controlled Entity(ies), Associate(s) of any of the Sellers, as at the Completion Date.
- 7.9 Each of the Sellers shall procure that, as at Completion, there is no outstanding director's loan or shareholder's loan from any member of the Pangenja Group to any of the Sellers or any of its Affiliates, or to any director, officer, employee, or shareholder of any of the Sellers or any of its Affiliates.
- 7.10 Each of the Sellers irrevocably and unconditionally covenants and agrees that, from and after Completion, he will not, and will not permit any of its Affiliates, Associates, directors, senior management, successors, or assigns to, directly or indirectly, commence, join, maintain, or participate in any action, suit, claim, demand, arbitration, mediation, or other proceeding of any kind or nature, whether at law or in equity, before any court, tribunal, agency, or other authority, against any member of the Pangenja Group or any of its, successors, or assigns, in relation to any matter, event or circumstance before Completion. Each of the Sellers further agrees to waive, and to cause its Affiliates, Associates, directors, senior management, successors, and assigns to waive, any and all rights, remedies, defences, or causes of action that they may have or assert against any member of the

Pangenia Group or any of its Affiliates, successors, or assigns, whether known or unknown, contingent or matured, liquidated or unliquidated, or otherwise, in relation to any matter, event or circumstance before Completion.

- 7.11 Each of the Sellers irrevocably and unconditionally undertakes that, after Completion, he shall procure the appointment of the person(s) nominated by the Purchaser or ECH to the board of directors of Pangenia and that the majority of the board of directors of Pangenia shall comprise of persons(s) nominated by the Purchaser or ECH.
- 7.12 The Seller undertakes to irrevocably and unconditionally undertakes to procure the change of authorised signatories and signing arrangements of all bank accounts of the Pangenia Group as directed by the Purchaser or ECH (including the addition and removal of authorised signatories as specified by the Purchaser or ECH).

8. COSTS AND EXPENSES

- 8.1 Save as otherwise specified in this Agreement, each Party shall bear its own costs incurred in connection with the negotiation, preparation and completion of this Agreement. Each Party confirms that it has been given an opportunity to seek and obtain independent legal advice prior to execution of this Agreement and the documents referred to herein and has consulted its advisors respecting the legal effects of this Agreement and the transactions contemplated herein.
- 8.2 Stamp duty payable on the transfer of the Sale Shares (if applicable) shall be borne by the Purchaser (on one part) and the relevant Seller (on the other part) in equal shares.

9. FURTHER ASSURANCE

Each of the Parties shall execute such documents and perform such further acts as the other(s) of them may require to vest effectively in the relevant parties the legal and beneficial ownership of the Sale Shares free from all charges, liens, Encumbrances, equities and other adverse claims and interests and with all rights now and hereafter attaching thereto.

10. CONFIDENTIALITY AND ANNOUNCEMENTS

- 10.1 Subject to Clause 10.2, each Party shall treat as strictly confidential:
- (a) the existence, provisions or subject matter of this Agreement or of any document or agreement entered into pursuant to this Agreement;
 - (b) the negotiations relating to this Agreement; and
 - (c) all information received or obtained as a result of entering into or performing this Agreement which relates to the other Party or the business, financial or other affairs of the other Party.
- 10.2 A Party may disclose information referred to in Clause 10.1 (including by way of press or public announcement or the issue of a circular) which would otherwise be confidential if and to the extent that the disclosure is:
- (a) required by the law and regulations (including but not limited to the Listing Rules) of any securities exchange or any regulatory or governmental body in any relevant jurisdiction or by a court of competent jurisdiction;
 - (b) requested by any securities or investment exchange or regulatory or governmental body to which a Party is subject or reasonably submits, wherever situated, whether or not the requirement has the force of law;

- (c) made to the professional advisers, auditors or bankers of that party subject to the condition that the Party making the disclosure shall procure that those persons comply with Clause 10.1 as if they were parties to this Agreement and of information of the kind referred in this Clause which is already lawfully in possession of that party as evidenced by its or its professional advisers' written records and which was not acquired directly or indirectly from the other Party to whom it relates;
- (d) made to the officers or employees of that Party who need to know the information for the purposes of the transactions effected or contemplated by this Agreement subject to the condition that the party making the disclosure shall procure that those persons comply with Clause 10.1 as if they were parties to this Agreement; or
- (e) of information that has already come into the public domain through no fault of that Party;

provided that any information disclosed pursuant to Clause 10.2(b) shall be disclosed only, if reasonably practicable, after notice to the other Party (except where that notice is prohibited by law) and the disclosing Party shall take reasonable steps to consult and co-operate with the other Party regarding the content, timing and manner of that disclosure.

10.3 The restrictions contained in this Clause shall continue to apply after the rescission or termination of this Agreement and, following Completion, shall continue to apply without limit in time.

11. NOTICES

11.1 All notices delivered hereunder shall be in writing and shall be communicated to the following address:

If to the ECH and the Purchaser, to:

Address : Level 50, Langham Place Office Tower, 8 Argyle Street, Mong Kok, Hong Kong
 Email : levinlee@ehealthcare.com
 Attention : The Board of Directors

If to any of the Sellers, to:

Address : Unit 16, 20/F, Grandtech Centre, 8 On Ping Street, Shatin, Hong Kong
 Email : desmond.hau.kp@gmail.com
 Attention : Desmond Hau

11.2 Any such notice shall be served either by hand, by reputable express courier services, or by electronic mail. In the absence of evidence of earlier receipt, any notice shall be deemed to have been served, (a) if served by hand, when delivered, (b) if sent by express courier, three (3) Business Days after deposit with an overnight delivery service, postage prepaid, and (c) if sent by electronic mail, when transmitted provided that receipt shall not occur if the sending Party receives an automated message that the electronic mail has not been delivered to the intended recipient. Any notice received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

12. GENERAL

12.1 No failure or delay by any Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. In addition, no waiver by any Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

- 12.2 Any right or remedy conferred by this Agreement on either Party for breach of this Agreement (including without limitation the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach.
- 12.3 This Agreement (together with the other documents referred to herein) constitutes the entire agreement between the Parties with respect to its subject matter (neither Party have relied on any representation or warranty made by the other parties which it not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all the parties.
- 12.4 This Agreement superseded all and any previous agreements, arrangements or understandings between the Parties relating to the matters referred to in this Agreement and all such previous agreements, understandings or arrangement (if any) shall cease and determine with effect from the date hereof.
- 12.5 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions of this Agreement (or such documents) shall in no way be affected or impaired thereby.
- 12.6 Any provision of this Agreement which is capable of being performed after but which has not been performed at or before Completion and all warranties, indemnities and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.
- 12.7 Each of the Parties agrees to do and execute or procure to be done and executed all such further acts, deeds, documents and things as may be reasonable and appropriate for such Party to do or execute or procure to be done in order to give full effect to the terms of this Agreement.
- 12.8 Each of the Parties acknowledge that it has sought independent legal advice in relation to the execution of, and any other matters contemplated under, this Agreement, and that it is fully aware of the implications of the entering into of this Agreement and is satisfied with in all the matters relating to this Agreement and that it has not relied on any representations made by the Purchaser save and except those set out in this Agreement.
- 12.9 Any date or period mentioned in any Clause of this Agreement may be extended by agreement between the Parties in writing but, as regards any date or period originally fixed or any date or period extended as aforesaid, time shall be of the essence for the purposes of this Agreement.
- 12.10 This Agreement shall be binding upon and inure for the benefit of the successors of the Parties but shall not be assignable.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same documents.

14. GOVERNING LAW AND ARBITRATION

14.1 Governing Law

This Agreement (including the arbitration Clause 14.2 below) is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force.

14.2 Arbitration

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement or any other Transaction Document, or the breach, termination or invalidity thereof, (each, a “**Dispute**”)

shall be referred to and finally resolved by arbitration in accordance with the provisions of this Clause 14.2.

- (b) Any Dispute shall be referred to and finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (the “**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force as at the date of this Agreement (the “**Rules**”), which Rules are deemed to be incorporated by reference into this Clause 14.2 and as amended from time to time.
- (c) The arbitration tribunal (the “**Tribunal**”) shall consist of three arbitrators, all to be appointed in accordance with the Rules, with one to be appointed by each of the Purchaser and ECH (on one hand), the Sellers (on the other hand), and the third arbitrator, who shall act as presiding arbitrator, shall be jointly agreed between the Parties. In the event if any Party fails to appoint an arbitrator or if the Parties fail to reach an agreement on the appointment of the third arbitrator, then the appointment of the concerned arbitrator(s) shall be made by the HKIAC in accordance with the Rules.
- (d) The seat, or legal place of arbitration, shall be Hong Kong.
- (e) The language used in the arbitral proceedings shall be English.
- (f) Service of any Notice of Arbitration made pursuant to this Clause 14.2 shall be made in accordance with the Rules at the address or at the email address given for the sending of notices under this Agreement at Clause 11 (Notices).

15. THIRD PARTY RIGHTS

Unless as otherwise expressly provided, no one, other than the parties to this Agreement, their respective successors and permitted assignees, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise.

SCHEDULE 1

PARTICULARS OF THE TARGET COMPANY, THE PANGENIA GROUP AND THE MINORITY INTERESTS HELD BY THE GROUP

PART 1

THE TARGET COMPANY

Name	:	BIO-GENE LIMITED
Date of Incorporation	:	10 March 2003
Company number	:	837145
Place of incorporation	:	Hong Kong
Registered office	:	Unit 16, 20/F, Grandtech Centre, 8 On Ping Street, Shatin, N.T.
Issued share capital:	:	10,000 ordinary shares
Shareholders	:	Hau Kwok Po - 5,000 ordinary shares (50% of issued share shares) Wong Hon Wah – 2,500 ordinary shares (25% of issued share shares) Cheng Wai Man – 2,500 ordinary shares (25% of issued share shares)
Directors	:	Hau Kwok Po Wong Hon Wah
Shareholding in Pangenias	:	2,520,765 ordinary shares (representing 5.89% shareholding in Pangenias)

PART 2

PARTICULARS OF THE PANGENIA GROUP

Pangenia Inc (BVI)

Name	:	Pangenia Inc		
Date of Incorporation	:	8 July 2016		
Company number	:	1918207		
Place of incorporation	:	British Virgin Islands		
Registered office	:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands		
Directors	:	WONG Shun Yan; LEUNG James Shui-Man; TAM Joseph Wing On; HAU Kwok Po; HAN Ruixia; ZHANG Zhenyi; KWOK Wang Hei		
Issued share capital	:	26,734,744 Ordinary Shares and 16,057,997 Series A Preference Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Active Compass Limited	2,288,000	5.35
		The Lucinda Hsu Irrevocable Family Protection Trust	2,749,000	6.42
		Leung Survivor's Trust	2,439,660	5.70
		Leung James Shui Man	75,000	0.175
		Comford Resources Limited	4,112,447	9.61
		Bio-Gene Limited	2,520,765	5.89
		Hau Kwok Po	324,835	0.759
		Tam See-Ying	80,000	0.187

	D&P Consultant Limited	2,420,800	5.66
	Leungs Investments	776,700	1.82
	Lo Yuk Lam	240,870	0.563
	Success Synergy Limited	2,775,330	6.49
	Sunshine Capital Limited	1,113,350	2.60
	True Wonder Holdings Limited	4,817,987	11.26
	Total:	26,734,744	62.48
	Series A Preference Shares		
	Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
	Victor Mind International Limited	16,059,997	37.53
	Total:	16,059,997	37.53

Total Bliss Holdings Limited (Samoa)

Name	:	Total Bliss Holdings Limited
Date of Incorporation	:	28 November 2016
Company number	:	76231
Place of incorporation	:	Samoa
Registered office	:	Vistra Corporate Services Centre, Ground Floor, NPF Building, Beach Road, Apia, Samoa
Directors	:	TAM Tze Tung Francis; WONG Hon Wah; KWOK Wang Hei
Issued share capital	:	1 Ordinary Share
Shareholders and shareholding	:	Ordinary Shares

	Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
	Pangenia Inc	1	100.00
	Total:	1	100.00

Simply Bliss Limited (Samoa)

Name	:	Simply Bliss Limited									
Date of Incorporation	:	25 November 2016									
Company number	:	76214									
Place of incorporation	:	Samoa									
Registered office	:	Vistra Corporate Services Centre, Ground Floor, NPF Building, Beach Road, Apia, Samoa									
Directors	:	TAM Tze Tung Francis; WONG Hon Wah; KWOK Wang Hei									
Issued share capital	:	1 Ordinary Share									
Shareholders and shareholding	:	Ordinary Shares									
		<table border="1"> <thead> <tr> <th>Name of shareholder(s)</th> <th>Share(s) held</th> <th>Shareholding in the company (%)</th> </tr> </thead> <tbody> <tr> <td>Pangenia Inc</td> <td>1</td> <td>100.00</td> </tr> <tr> <td>Total:</td> <td>1</td> <td>100.00</td> </tr> </tbody> </table>	Name of shareholder(s)	Share(s) held	Shareholding in the company (%)	Pangenia Inc	1	100.00	Total:	1	100.00
Name of shareholder(s)	Share(s) held	Shareholding in the company (%)									
Pangenia Inc	1	100.00									
Total:	1	100.00									

Perfect Sunshine Limited (Samoa)

Name	:	Perfect Sunshine Limited
Date of Incorporation	:	5 June 2018
Company number	:	82537
Place of incorporation	:	Samoa
Registered office	:	Vistra Corporate Services Centre, Ground Floor, NPF Building, Beach Road, Apia, Samoa

Directors	:	TAM Tze Tung Francis; WONG Hon Wah; KWOK Wang Hei		
Issued share capital	:	1 Ordinary Share		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Pangenia Inc	1	100.00
		Total:	1	100.00

Diagcor Bioscience Incorporation Limited (Hong Kong)

Name	:	Diagcor Bioscience Incorporation Limited		
Date of Incorporation	:	17 March 2006		
Company number	:	1031182		
Place of incorporation	:	Hong Kong		
Registered office	:	Unit 1380, 13/F, KITEC, 1 Trademart Drive, Kowloon Bay, Hong Kong		
Directors	:	TAM Joseph Wing On; LEUNG James Shui-Man; HAU Kwok Po; WONG Shun Yun; ZHANG Zhenyi; HAN Ruixia; KWOK Wang Hei		
Issued share capital	:	13,701,209 Ordinary Shares and 12,721,250 Preference Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Pangenia Inc	13,701,209	100.00
		Total:	13,701,209	100.00
		Preference Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Pangenia Inc	12,721,250	100.00

	Total:	12,721,250	100.00
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Bio-Technology Limited (Hong Kong)

Name	:	Bio-Technology Limited		
Date of Incorporation	:	6 July 1979		
Company number	:	71125		
Place of incorporation	:	Hong Kong		
Registered office	:	Unit 908, 9/F, Corporation Square, 8 Lok Lam Street, Kowloon Bay, Hong Kong		
Directors	:	CHAN Chiu Wah; HAU Kwok Po		
Issued share capital	:	50,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		CHAN Chiu Wah	5000	10.00
		KWAN Ping Chiu	5000	10.00
		Total Bliss Holding Limited	40,000	80.00
		Total:	50,000	100.00

Prestige Season Limited (Samoa)

Name	:	Prestige Season Limited		
Date of Incorporation	:	23 December 2016		
Company number	:	76498		
Place of incorporation	:	Samoa		
Registered office	:	Vistra Corporate Services Centre, Ground Floor, NPF Building, Beach Road, Apia, Samoa		
Directors	:	WONG Hon Wah; TAM Tze Tung Francis		

Issued share capital	:	1 Ordinary Share		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Simply Bliss Limited	1	100.00
		Total:	1	100.00

Pangenia Genomics Limited (Hong Kong)

Name	:	Pangenia Genomics Limited		
Date of Incorporation	:	23 May 2013		
Company number	:	1911306		
Place of incorporation	:	Hong Kong		
Registered office	:	Unit 1380, 13/F, KITEC, 1 Trademart Drive, Kowloon Bay, Hong Kong		
Directors	:	WONG Shun Yan; DiagCor Bioscience Incorporation Limited		
Issued share capital	:	10,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		DiagCor Bioscience Incorporation Limited	10,000	100.00
		Total:	10,000	100.00

Pangenia Lifesciences Limited (Hong Kong)

Name	:	Pangenia Lifesciences Limited		
Date of Incorporation	:	16 April 2015		
Company number	:	2224995		

Place of incorporation	:	Hong Kong		
Registered office	:	Unit 1380, 13/F, KITEC, 1 Trademart Drive, Kowloon Bay, Hong Kong		
Directors	:	WONG Shun Yan; TAM Tze Tung Francis		
Issued share capital	:	1 Ordinary Share		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		DiagCor Bioscience Incorporation Limited	1	100.00
		Total:	1	100.00

22 Plus Genomic Information Technology Limited (Hong Kong)

Name	:	22 Plus Genomic Information Technology Limited		
Date of Incorporation	:	3 September 2012		
Company number	:	1795172		
Place of incorporation	:	Hong Kong		
Registered office	:	Unit 1380, 13/F, KITEC, 1 Trademart Drive, Kowloon Bay, Hong Kong		
Directors	:	HAU Kwok Po; TAM Tze Tung Francis		
Issued share capital	:	10,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		DiagCor Bioscience Incorporation Limited	10,000	100.00
		Total:	10,000	100.00

Grandtech Scientific Hong Kong Limited (Hong Kong)

Name	:	Grandtech Scientific Hong Kong Limited		
Date of Incorporation	:	25 March 2019		
Company number	:	2807355		
Place of incorporation	:	Hong Kong		
Registered office	:	Unit 2006, Grandtech Centre, 8 On Ping Street, Shatin, N.T., Hong Kong		
Directors	:	WONG Hon Wah		
Issued share capital	:	10,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
<i>Remark*: All shares held by WONG Hon Wah and TAM Tze Tung are held on behalf of Prestige Season Limited with signed declaration of trust.</i>		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		TAM Tze Tung*	5,000	50%
		WONG Hon Wah*	5,000	50%
		Total:	10,000	100.00

Bio-Gene Technology Limited (Hong Kong)

Name	:	Bio-Gene Technology Limited		
Date of Incorporation	:	21 October 1993		
Company number	:	452247		
Place of incorporation	:	Hong Kong		
Registered office	:	Unit 16, 20/F, Grandtech Centre, 8 On Ping Street, Shatin, N.T., Hong Kong		
Directors	:	HAU Kwok Po; WONG Hon Wah		
Issued share capital	:	10,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		

	Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
	Prestige Season Limited	10,000	100.00
	Total:	10,000	100.00

Grandtech Scientific China Limited (Hong Kong)

Name	:	Grandtech Scientific China Limited	
Date of Incorporation	:	11 April 2005	
Company number	:	962208	
Place of incorporation	:	Hong Kong	
Registered office	:	Unit 2006, Grandtech Centre, 8 On Ping Street, Shatin, N.T., Hong Kong	
Directors	:	FUNG Pui Yee; LAU Lai Yee, Cherry	
Issued share capital	:	10,000 Ordinary Shares	
Shareholders and shareholding	:	Ordinary Shares	
		Name of shareholder(s)	Share(s) held
			Shareholding in the company (%)
		Prestige Season Limited	10,000
			100.00
		Total:	10,000
			100.00

广州伯齐生物科技有限公司 (China)

Name	:	广州伯齐生物科技有限公司
Date of Incorporation	:	31 August 2011
Company number (统一社会信用代码)	:	91440101579990997G
Place of incorporation	:	China
Registered office	:	广州市越秀区解放中路 306 号 305B 自编 305D 房

Legal Representative	:	廖炳成		
Registered capital	:	RMB 1,500,000		
Shareholders and shareholding	:	Registered capital		
		Name of shareholder(s)	Registered capital	Shareholding in the company (%)
		Grandtech Scientific China Limited	RMB 1,500,000	100.00
		Total:	RMB 1,500,000	100.00

广州进科驰安科技有限公司 (China)

Name	:	广州进科驰安科技有限公司		
Date of Incorporation	:	6 November 2015		
Company number (统一社会信用代码)	:	91440116MA59AK9275		
Place of incorporation	:	China		
Registered office	:	广州市天河区车坡大岗路 16 号 8 栋 8406 室		
Legal Representative	:	黄汉华		
Registered capital	:	RMB 10,000,000		
Shareholders and shareholding	:	Registered capital		
		Name of shareholder(s)	Registered capital	Shareholding in the company (%)
		Grandtech Scientific China Limited	RMB 10,000,000	100.00
		Total:	RMB 10,000,000	100.00

广州雅康医疗科技有限公司 (China)

Name	:	广州雅康医疗科技有限公司		
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Date of Incorporation	:	5 August 2013		
Company number (统一社会信用代码)	:	91440101074634727W		
Place of incorporation	:	China		
Registered office	:	广州市荔湾区花湾路 638-680 号 A1A2 栋 3 层 334A 房		
Legal Representative	:	黄汉华		
Registered capital	:	RMB 1,500,000		
Shareholders and shareholding	:	Registered capital		
		Name of shareholder(s)	Registered Capital	Shareholding in the company (%)
		广州伯齐生物科技有限公司	RMB 1,500,000	100.00
		Total:	RMB 1,500,000	100.00

北京进科驰安科技有限公司 (China)

Name	:	北京进科驰安科技有限公司		
Date of Incorporation	:	22 April 2021		
Company number (统一社会信用代码)	:	91110105MA02A65M12		
Place of incorporation	:	China		
Registered office	:	北京市朝阳区高碑店半壁店村惠河南街 1008 号 B		
Legal Representative	:	贾勇鹏		
Registered capital	:	RMB 200,000		
Shareholders and shareholding	:	Registered capital		
		Name of shareholder(s)	Registered capital	Shareholding in the company (%)
		广州进科驰安科技有限公司	RMB 200,000	100.00
		Total:	RMB 200,000	100.00

PART 3

MINORITY INTERESTS HELD BY THE PANGENIA GROUP

Hong Kong Medical Link Limited (Hong Kong)

Name	:	Hong Kong Medical Link Limited		
Date of Incorporation	:	28 February 2014		
Company number	:	2043683		
Place of incorporation	:	Hong Kong		
Registered office	:	28/F., Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay		
Directors	:	WU Lit Sing		
Issued share capital	:	105,263 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Setzer Media Limited	72,675	69.04
		Lam Mei Fong, Margaret	12,825	12.18
		Lau Yin Ling Lecky	4,500	4.28
		Wong Wah Wing Christopher	5,263	5.00
		Total Bliss Holdings Limited	10,000	9.50
		Total:	105,263	100.00

GenDet Health Management Limited (Hong Kong)

Name	:	GenDet Health Management Limited		
Date of Incorporation	:	28 December 2016		
Company number	:	2469631		

Place of incorporation	:	Hong Kong		
Registered office	:	Room 01, 3/F, Block C, Tsing Yi Industrial Centre, Phase 2, 1-33 Cheung Tai Road, Tsing Yi		
Directors	:	Jonathan Ng, Perfect Sunshine Limited		
Issued share capital	:	10,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Jonathan Ng	8,500	85.00
		Perfect Sunshine Limited	1,500	15.00
		Total:	10,000	100.00

Genevoir Bio Tech Limited (Hong Kong)

Name	:	Genevoir Bio Tech Limited		
Date of Incorporation	:	8 June 2018		
Company number	:	2706706		
Place of incorporation	:	Hong Kong		
Registered office	:	Room 01, 3/F, Block C, Tsing Yi Industrial Centre, Phase 2, 1-33 Cheung Tai Road, Tsing Yi		
Directors	:	Jonathan Ng, Perfect Sunshine Limited		
Issued share capital	:	100,000 Ordinary Shares		
Shareholders and shareholding	:	Ordinary Shares		
		Name of shareholder(s)	Share(s) held	Shareholding in the company (%)
		Jonathan Ng	85,000	85.00
		Perfect Sunshine Limited	15,000	15.00
		Total:	100,000	100.00

SCHEDULE 2

CHANGE OF SHAREHOLDING IN THE TARGET COMPANY

IMMEDIATELY BEFORE AND AFTER COMPLETION

BIO-GENE LIMITED

Name of Shareholder	Immediately before Completion		Immediately after Completion	
	Number of Shares	Shareholding %	Number of Shares	Shareholding %
Seller 1	5,000	50%	-	-
Seller 2	2,500	25%	-	-
Seller 3	2,500	25%	-	-
The Purchaser	-	-	10,000	100%

SCHEDULE 3

COMPLETION PROCEDURE

COMPLETION OBLIGATIONS

1. At Completion, each of the Sellers:
 - (a) shall deliver or cause to be delivered to the Purchaser originals of the following (unless the context specifies otherwise):
 - (i) instruments of transfer in respect of such Seller's portion of the Sale Shares duly executed by such Seller in favour of the Purchaser and/or its nominee(s);
 - (ii) original share certificates in respect of such Seller's portion of the Sale Shares held by such Seller for cancellation;
 - (iii) the new share certificates in respect of such Seller's portion of the Sale Shares in the name(s) of the Purchaser and/or its nominee(s); and
 - (iv) such other documents as may be reasonably required to give a good and effective transfer of Sale Shares to the Purchaser and/or its nominee(s) and to enable the Purchaser and/or its nominee(s) to become the registered owner thereof;
 - (b) shall procure:
 - (i) the Target Company to register the Purchaser as the registered owner of such Seller's portion of the Sale Shares in the register of members of the Target Company;
 - (ii) the director(s) and the shareholder(s) of the Target Company to pass all requisite resolutions:
 - (A) to authorise and approve the execution and performance by the Target Company of all documents contemplated hereunder, in connection with or ancillary to this Agreement and/or the sale and purchase of the Sale Shares;
 - (B) cause the Purchaser and/or its nominee(s) to be registered in its register of members in respect of the Sale Shares and to issue new certificates in favour of the Purchaser and/or its nominee(s) in respect of the Sale Shares; and
 - (C) accept and approve the resignations of such directors of the Target Company and/or Pangenia as requested by the Purchaser with effect from the Completion Date, and to approve the appointment of those persons nominated by the Purchaser as directors of the Target Company and/or Pangenia as requested by the Purchaser;
- in each case, as requested by the Purchaser and in form and substance to the satisfaction of the Purchaser;
- (ii) the delivery or procure with best endeavour the delivery of the following to the Purchaser or its nominee(s) (as the Purchaser may direct):
 - (A) a certified true copy of the resolutions of the shareholder(s) and director(s) of the Target Company described in paragraph 1(b)(iii) above;

- (B) all corporate documents of the Target Company (which shall be written up to and including the Completion Date) which are required to be kept in accordance with the requirements of the applicable Laws, including but not limited to the certificate of incorporation, business registration certificates, common seals and all relevant statutory records, minutes books, and board and general meetings minutes of the Target Company since incorporation and all unissued share certificates (if any), and such other statutory records as may exist;
- (C) copies of all books and accounts and other records (all complete and written up to the Accounts Date), financial reports and statements (if any), bank statements (if any) belonging to the Target Company, the audited financial statements of the Target Company (if any) from incorporation up to the year ended the Accounts Date and all other accounting records; and copies of all tax returns, tax computations, schedules, assessments and tax correspondence relating to the Target Company, without limitation, for the years of assessment from its year of incorporation to the date of this Agreement (if any); and
- (D) resignation letters in form agreeable to the Purchaser signed by those director(s) of the Target Company or such member of the Pangenia Group who is/are requested by the Purchaser to so resign, and each confirming under seal that he/she/it has no claim (and in so far there is any, unconditionally waiving any such claim) whatsoever against the relevant companies, such resignations to take effect on Completion Date.

2. Subject to and against the performance by the Sellers of their obligations under paragraph 1 of this Schedule 3, the Purchaser shall deliver or procure to be delivered each of the Sellers a cheque drawn on a licensed bank in Hong Kong in the amount of in favour of such Seller representing its portion of the Base Consideration as set out below:

Seller	Amount of Base Consideration to be paid by the Purchaser
Seller 1	HK\$7,900,000
Seller 2	HK\$3,950,000
Seller 3	HK\$3,950,000

SCHEDULE 4

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

1. The information stated in the Recitals is true, complete and accurate in all respects and not misleading in any respect.
2. Each of the Sellers has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, shall constitute valid and binding obligations on himself, in accordance with the terms of the Agreement.
3. The execution and delivery of, and the performance by the Sellers of their obligations under this Agreement:
 - (a) shall not result in a breach of any law, regulation, order, judgment or decree of any court or government agency; and
 - (b) shall not violate in any respect any provision of any agreement or other undertaking to an extent that would adversely affect its ability to enter into and/or perform its obligations under this Agreement, and does not and shall not result in the creation or imposition of any Encumbrance on the Sale Shares or any of its assets pursuant to the provisions of any such agreement or other undertaking.
4. All consents, permissions, approvals and agreements of third parties which are necessary or desirable for it to obtain in order to enter into and perform this Agreement in accordance with the terms therein have been unconditionally obtained in writing as at the Completion Date.
5. Each of the Sellers is the sole legal and beneficial owner of his portion of the Sale Shares free and clear of any lien, charge, option, right to acquire, mortgage, pledge, or other form of security or other Encumbrances or rights or pre-emption or third party rights of whatsoever nature and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing, and the Sale Shares are fully paid up or credited as such, together with all rights attaching hereto.
6. The Sale Shares represent the entire issued shares of the Target Company, and all of them are fully paid up and rank pari passu with each other.
7. All information (in writing or by email) supplied by or on behalf of any of the Sellers or any member of the Pangenja Group for the purpose of the Sale was, when supplied, true and accurate in all material respects.
8. There is no claim, litigation, arbitration, prosecution or other legal proceedings or investigation of a material nature in progress or pending against any of the Target Company, any member of the Pangenja Group or any of their respective directors nor is there any claim or any facts or circumstances of a material nature which would give rise to a claim against any of the Target Company, any member of the Pangenja Group or any of their respective directors, which in any such case would have or have had a material adverse effect on the condition, financial or otherwise, or in the earnings, net assets, business, operations or prospects of the Target Company or the Pangenja Group taken as a whole or which is material in the context of the Sale.
9. Each member of the Pangenja Group has obtained all authorisations and licences under any applicable law and regulation that are material in connection with the operation of its business and there is no reason why any such authorisation or licence should be withdrawn or cancelled nor is there any breach by any member of the Pangenja Group of the provisions of any law or regulation governing such authorisations or licences or otherwise.

10. There is no order, decree or judgement of any court or governmental agency or regulatory body outstanding or anticipated against any member of the Pangenía Group which may have or has had a material adverse effect on the condition, financial or otherwise, or in the earnings, net assets, business, operations or prospects of the Pangenía Group taken as a whole.
11. There has been no petition filed, order made or effective resolution passed for the liquidation or winding up of any member of the Pangenía Group.
12. The ordinary course of business of members of the Pangenía Group is in compliance with the applicable laws and regulations in Hong Kong or elsewhere.
13. There is no development, occurrence or event, individually or in the aggregate, reasonably likely to involve a material adverse effect or a prospective material adverse effect on the condition, financial or otherwise, or in the earnings, net assets, business, operations or prospects of the Pangenía Group taken as a whole or is material in the context of the Sale.
14. There are no outstanding or valid or subsisting options and/or convertible securities issued by any of the Target Company to any of the Sellers and their respective Controlled Entities and Associates.
15. The Target Company and the members of the Pangenía Group does not owe any amount to any of the Sellers, their respective Controlled Entities and Associates.
16. There is no outstanding remuneration or any other amount due from the Target Company or any member of the Pangenía Group to the Sellers and/or their respective Controlled Entities and Associates.
17. Each of the Sellers and his Controlled Entities and Associates is not a connected person (as defined in the Listing Rules) of ECH.
18. Each of the Sellers and his Controlled Entities and Associates is not holding, whether directly or indirectly, any issued shares, securities or derivatives of ECH.
19. At any time from the date of this Agreement to Completion (both dates inclusive), the net asset value of the Bio-Gene Sub-Group under Pangenía Group is no less than HK\$140 million and the cash held by the Bio-Gene Sub-Group under Pangenía Group is no less than HK\$108 million.
20. All representations and warranties contained in the foregoing provisions of this Schedule 4 shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.

SIGNATORIES

IN WITNESS WHEREOF this Agreement has been executed on the day and year first before written.

ECH

SIGNED BY LEE HEUNG WING)

For and on behalf of
EC HEALTHCARE)

in the presence of: JAMIE LI)

Jamie)

Low C)

Purchaser

SIGNED BY LEE HEUNG WING

For and on behalf of
JADE MASTER INTERNATIONAL LIMITED
in the presence of:

JAMIE LI *Jamie*

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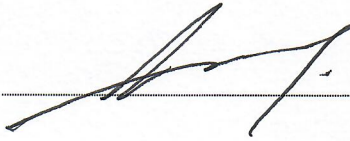
Seller 1

**SIGNED BY
HAU KWOK PO**

)
) 侯國寶

Seller 2

**SIGNED BY
WONG HON WAH**

)
)  _____

Seller 3

SIGNED BY
CHENG WAI MAN

)
) Cheng Wai Man