

15. ADDITIONAL INFORMATION

15.1 SHARE CAPITAL

- (i) No securities will be allotted or issued on the basis of this Prospectus later than six months after the date of issue of this Prospectus.
- (ii) As at the LPD, we have only one class of shares in our Company, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (iii) Save for the new Shares issued pursuant to (i) the ESOS as disclosed in Section 6.1.1 of this Prospectus; (ii) the Subdivision as disclosed in Section 6.1.2 of this Prospectus; and (iii) our Public Issue as disclosed in Section 4 of this Prospectus, no shares, warrants, options, convertible securities or uncalled capital of our Company and our Subsidiaries have been issued or are proposed to be issued during the Financial Years Under Review and from 1 July 2025 up to the date of this Prospectus.
- (iv) As at the date of this Prospectus, save for our Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.1.2 of this Prospectus, there is currently no other scheme involving our employees and Directors in the share capital of our Company or any of our Subsidiaries.
- (v) Save for the put and call options as disclosed in Section 6.3 of this Prospectus, none of the share capital of our Company or any of our Subsidiaries is under option or agreed conditionally or unconditionally to be put under option.
- (vi) Save as disclosed in this Prospectus, and save as provided for under our Constitution as reproduced in Section 15.2 below and the Act, there are no other restrictions on the holding or voting or transfer of our Shares.

15.2 EXTRACTS OF OUR CONSTITUTION

The following provisions are reproduced from our Constitution and are qualified in its entirety by reference to our Constitution and by applicable law. The words, terms and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless they are otherwise defined or the context otherwise requires.

15.2.1 Remuneration of Directors

The provisions in our Constitution dealing with remuneration of Directors are as follows:

Clause 93 - Directors' remuneration

The fees and benefits payable to the Directors including compensation for loss of employment of a Director or a former Director of the Company shall be subject to annual Members approval in a general meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree PROVIDED ALWAYS that:

- (a) salaries payable to executive Directors may not include a commission on or percentage of turnover; and
- (b) fees payable to non-executive Directors shall be a fixed sum and not by a commission on or percentage of profits or turnover.

15. ADDITIONAL INFORMATION (Cont'd)Clause 94 - Reimbursement of expenses

- 94.1 The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending board meetings or of any committee of the Directors or general meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.
- 94.2 If by arrangement with the Directors, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing if any Director being willing shall be called upon to perform extra services or to make any special efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing a special remuneration in addition to his Director's fees and such special remuneration may be by way fixed sum or otherwise as may be arranged.

Clause 115. Alternate Director

- 115.1 A Director may appoint any person to act as his alternate PROVIDED ALWAYS that:
- (a) such person is not an existing director of the Company;
 - (b) such person does not act as an alternate for more than one Director of the Company;
 - (c) the appointment is approved by a majority of the other members of the Board; and
 - (d) any fee paid by the Company to an alternate director shall be deducted from that Director's remuneration,
- and at his discretion by way of a notice to the Company to remove such alternate Director from office.
- 115.2 An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such Director's meeting at which his appointer is not present.
- 115.3 Any appointment or removal of an alternate Director may be made by cable, telegram, facsimile, telex or in any other manner approved by the Directors. Any cable or telegram shall be confirmed as soon as possible by letter but may be acted upon by the Company meanwhile.
- 115.4 If a Director making any such appointment as aforesaid shall cease to be a Director (otherwise than by reason of vacating his office at a general meeting of the Company at which he is re-elected), the person appointed by him as an alternative Director shall thereupon cease to be an alternate Director.
- 115.5 An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

15. ADDITIONAL INFORMATION (Cont'd)Clause 117 - Remuneration of Managing Director

The remuneration of a managing director or managing directors shall be fixed by the Directors and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of turnover but it may be a term of his appointment that he shall receive pension, gratuity, or other benefits upon his retirement.

15.2.2 Voting and borrowing powers of Directors

The provisions in our Constitution dealing with voting powers of our Directors in the proposals, arrangements, or contracts in which they are interested in and the borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:

Clause 96. General power of the Company vested in Directors

The business of the Company shall be managed by the Directors who may, in addition to the powers and authorities conferred upon them by this Constitution or otherwise, pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not, by the Act or this Constitution, required to be exercised by the Company in a general meeting, subject nevertheless to this Constitution, the provisions of the Act, and to such resolutions (not being inconsistent with this Constitution or the Act) as may be prescribed by the Company in a general meeting. However, no resolution made by the Company in a general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been made or passed. The general powers given by this Clause shall not be limited or restricted by any special authority or power given to the Directors by any other Constitution. Any sale or disposal by the Directors of a substantial portion of the Company's main undertaking or property shall be subject to the prior approval of shareholders in general meeting.

Clause 97. Limitation on Directors' powers

The Directors shall not without the prior approval of the Company in a general meeting:

- (a) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
- (b) carry into effect any proposal or execute any transaction for the acquisition of an undertaking or property of a substantial value, or the disposal of a substantial portion of the Company's undertaking or property; and
- (c) subject to the Act, enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director, to acquire from or dispose to such a Director or person, any shares or non-cash assets of the requisite value.

Clause 98 - Directors' borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or subsidiary company or of any related third party subject to the law, including but not limited to the provisions of the Act and the Listing Requirements, as they may think fit.

15. ADDITIONAL INFORMATION (Cont'd)Clause 111 - Chairman of the Directors' meeting to have a casting vote

111.1 Subject to this Constitution any question arising at any meeting of the Directors shall be decided by a majority of votes, each Director having one vote and a determination by a majority of the Directors shall for all purposes be deemed a determination of the Directors.

111.2 In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote except where only two Directors form a quorum and only such Directors are present at the meeting or where only two Directors are competent to vote on the question at issue, in which case the Chairman shall not have a casting vote and the resolution shall be deemed not to have been passed, without affecting any other businesses at the meeting.

Clause 113 - Disclosure of interest and restriction on discussion and voting

Every Director shall declare his interest in the Company and his interest in any contract or proposed contract with the Company as may be required by law. Subject to Section 222 of the Act, a Director shall not participate in any discussion or vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest and if he shall do so his vote shall not be counted. A Director shall, notwithstanding his interest, be counted in the quorum for any meeting where a decision is to be taken upon any contract or proposed contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 221 of the Act and all other relevant provisions of the Act and this Constitution.

Clause 114 - Power to vote

Without prejudice to the provisions of any other Constitution, the Act and the Listing Requirements, a Director may vote in respect of:

- (a) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of security.

Clause 115 - Alternate Director

115.2 An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such Directors' meeting at which his appointer is not present.

Clause 119 - Power of Directors to establish committees

119.1 The Directors may delegate any of their powers to committees consisting of such members as they think fit, and may from time to time revoke such delegation or alter or vary any of such powers and discharge any such committee in whole or in part. Any committee so formed shall in the exercise of the powers so delegated, conform to any terms, conditions, restrictions and regulations that may from time to time be imposed on it by the Directors.

15. ADDITIONAL INFORMATION (Cont'd)**15.2.3 Transfer of Securities**

The provisions in our Constitution dealing with transfer of shares are as follows:

Clause 31 - Transfer of Deposited Securities

- 31.1 Subject to the restriction imposed by this Constitution, the Listing Requirements, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the transfer of any listed security or class of listed security of the Company, shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to subsection 148(2) of the Act and any exemption that may be made from compliance with subsection 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities.
- 31.2 The Depository may, in its absolute discretion, refuse to register any transfer Deposited Security where the reason for transfer does not fall within any approved reasons provided for in the Rules or does not comply with the Rules.
- 31.3 Subject to the provisions of the Act, the Listing Requirements and the Rules, there shall be no restriction on the transfer of fully paid securities except where required by law or transfer is in respect of the partly paid Shares in respect of which a call has been made and is unpaid.

Clause 32 - Transfer of Shares (Non-Deposited Securities)

- 32.1 Subject to the provisions of the Act and this Constitution, any Member may transfer all or any of his Shares (which are not Deposited Securities) by a duly executed and stamped instrument in writing. The instrument shall be executed by or on behalf of the transferor and the transferor shall remain the holder of the Shares transferred until the transfer is registered and the name of the transferee is entered in the Register of Members in respect thereof.
- 32.2 The instrument of transfer must be left for registration at the Office of the Company together with such fee not exceeding RM1.00 as the Directors from time to time may require accompanied by the certificate of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall subject to the powers vested in the Directors by this Constitution register the transferee as a shareholder and retain the instrument of transfer.
- 32.3 Subject to the Act, the Directors may in their discretion through passing of a resolution to decline or delay registering any transfer of Shares (which is non-Deposited Security) to a person of whom they do not approve, whether or not being fully paid Shares or Shares on which the Company has a lien, within 30 days from the date of receipt the instrument of transfer.
- 32.4 Neither the Company nor its Directors nor any of its officers shall incur any liability for any transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally inoperative or insufficient to pass the property in the Shares proposed or professed to be transferred and although transferred, the transfer may, as between the transferor and transferee be liable to be set aside and notwithstanding that the Company may have notice of such transfer. And in every such case, the transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such Shares and the previous holder shall so far as the Company is concerned, be deemed to have transferred his whole title hereto.

15. ADDITIONAL INFORMATION (Cont'd)

- 32.5 Subject to any written law, no Shares shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.
- 32.6 Subject to the provisions of this Constitution, the Directors may at any time after the allotment of any Share but before any person has been entered in the Register of Members as the holder recognise a renunciation of any Shares by the allottee thereof in favour of some other person and may accord to any allottee of a Share a right to effect such renunciation on such terms and conditions as the Directors may determine.
- 32.7 All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline or refuse to register shall on demand be returned to the person depositing the same. All powers of attorney granted by members for purpose, inter-alia, of transferring Shares which may be lodged, produced or exhibited to the Company or any of its proper officers shall as between the Company and the grantor of such powers be taken and deemed to continue and remain in full force and effect and the same may be acted upon until such time as express notice in writing of the revocation of the same shall have been given and lodged at the registered office of the Company.

15.2.4 Changes in capital and variation of class rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any rights

The provisions in our Constitution pertaining to the changes in capital and variation of class rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any rights are as follows:

Clause 8 – Power to issue of shares

Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, but subject to the Act, the Listing Requirements, any other statutory requirements, and to conditions, restrictions and limitations expressed in this Constitution, the Directors may allot, issue or grant rights to subscribe for or otherwise dispose of unissued shares in the Company to such persons, at such time and on such terms and conditions, with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as they deem proper, but the Directors in making any such issue of shares shall comply with the following conditions:

- (a) No Shares shall be issued at a discount except in compliance with the provisions of the Act and Listing Requirements;
- (b) The rights attaching to shares of a class other than ordinary shares, shall be expressed in this Constitution, the respective term sheets and/or subscription agreement;
- (c) No issue of Shares shall be made without the prior approval of the members of the Company in a general meeting; and
- (d) No Director shall participate in a scheme that involves a new issuance of Shares or other convertible securities to employees unless the Members in a general meeting have approved the specific allotment to be made to such Director and such Director must not vote on the resolution approving the said allotment.

15. ADDITIONAL INFORMATION (Cont'd)Clause 9 - Rights of preference shareholders

- 9.1 Subject to the Act, the Listing Requirements and term sheet and/or subscription agreement, any other relevant authority for the time being in force, and the conditions, restrictions and limitations expressed in this Constitution, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed and the Company has the power to issue such preference capital ranking equally with, or in priority to preference shares already issued.
- 9.2 Subject to the Act, the Listing Requirements and term sheet and/or subscription agreement, a holder of preference shares must have a right to vote in meetings of holders of their respective class of shares in each of the following circumstances:
- (a) when the dividend or part of the dividend on the share is in arrears for more than six months;
 - (b) on a proposal to reduce the Company's share capital;
 - (c) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
 - (d) on a proposal that affects the rights attached to the preference shares;
 - (e) on a proposal to wind up the Company;
 - (f) during the winding up of the Company; and
 - (g) the Company shall not, without the consent of the existing preference members at a class meeting, issue further preference capital ranking in priority above preference share already issued.
- 9.3 Subject to this Constitution and/or term sheet and/or subscription agreement, a holder of preference shares shall be entitled to the same rights as a holder of ordinary shares in relation to receiving notices, reports, audited financial statements, and attending general meetings.
- 9.4 The Company shall not allot any preference shares or convert any issued shares into preference shares unless in accordance with the right of the Members with respect to repayment of capital, participation in surplus assets and profits, cumulative or non-cumulative dividends, voting and priority of payment of capital and dividend in relation to other Shares and other classes of preference shares as set out in this Constitution and/or term sheet and/or subscription agreement.

Clause 10 - Repayment of preference capital

The repayment of preference share capital, other than redeemable preference shares or any alteration of preference shareholders' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the class meeting, consent in writing obtained from the holders of three-fourths (3/4) of the preference capital concerned within two months of the class meeting shall be as valid and effectual as a special resolution carried at the meeting.

15. ADDITIONAL INFORMATION (Cont'd)Clause 11 - Modification of class rights

Subject to the provisions of the Act, if at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of this Constitution relating to general meetings shall *mutatis mutandis* apply so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class (excluding any shares of that class held as treasury shares) and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 292 of the Act shall apply with such adaptations as are necessary.

Clause 12 - Alteration of rights by issuance of new Shares

The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

Clause 52 - Power to increase capital

Subject to the Act, this Constitution, the Central Depositories Act, the Rules, the Listing Requirements, any other relevant authority for the time being in force, and the conditions, restrictions and limitations expressed in this Constitution, the Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase may direct.

Clause 53 - Issue of new Shares to the Member

Subject to any direction to the contrary that may be given by the Company in general meeting, all new Shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing Shares or securities to which they are entitled. The offer shall be made by notice specifying the number of Shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the Shares or securities offered, the Directors may dispose of those Shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new Shares or securities which (by reason of the ratio which the new Shares or securities bear to Shares or securities held by persons entitled to an offer of new Shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Constitution.

15. ADDITIONAL INFORMATION (Cont'd)Clause 54 - Ranking of new Shares

Except so far as otherwise provided by the conditions of issue in this Constitution, any share capital raised by the creation of new Shares shall be considered as part of the original share capital of the Company and shall be subject to the same provisions with reference to the allotments, the payment of calls and instalments, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

Clause 55 - Power to alter capital

The Company may by ordinary resolution and subject to the Act, the Central Depositories Act, the Rules, the Listing Requirements, any other relevant authority for the time being in force, and the conditions, restrictions and limitations expressed in this Constitution:

- 55.1 consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- 55.2 subdivide its share capital or any part thereof into Shares of smaller amount, subject nevertheless to the provisions of the Act and so that as between the resulting Shares, one or more of such shares may, by the resolution by which such subdivision is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such Shares;
- 55.3 cancel Shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled; or
- 55.4 convert and/or reconvert and/or re-classify any class of Shares into any other class of Shares.

Clause 56 - Power to reduce capital

The Company may by special resolution, subject to the provisions of the Act, the Central Depositories Act, the Rules, the Listing Requirements, any other relevant authority for the time being in force, and the conditions, restrictions and limitations expressed in this Constitution, reduce its share capital, any capital redemption reserve fund or any reserve account in any manner authorised by the Act and subject to any consent required by law.

15. ADDITIONAL INFORMATION (Cont'd)**15.3 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS**

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his Shares with Bursa Depository on or before the date fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a person having a securities account with Bursa Depository ("**Depositor**") by means of entries in the securities account of that Depositor.

A Depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be a shareholder of our Company and shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

15.4 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND/OR EXERCISE VOTING RIGHTS

Subject to Section 15.2 which have been reproduced above from our Constitution and Section 15.3 of this Prospectus, there is no limitation on the right to own our Shares, including any limitation on the right of a non-resident or non-Malaysian shareholder to hold or exercise voting rights on our Shares which is imposed by Malaysian law or by our Constitution.

15.5 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION

As at the LPD, we are not subject to governmental laws, decrees, regulations and/or other requirements which may affect the repatriation of capital and remittance of profits by our Company to our shareholders, and our Subsidiaries to our Company.

(i) Malaysia

The Income Tax Act 1967 of Malaysia governs the taxation of income in Malaysia. All corporations in Malaysia are required to adopt the single-tier dividend system. Hence, all dividends distributed to our shareholders under a single tier dividend are not taxable. Further, the Malaysian government does not levy withholding tax on dividend payments. Therefore, the dividends to be distributed to our shareholders who are non-tax residents in Malaysia are not subject to withholding tax in Malaysia. There is no Malaysian capital gains tax arising from the disposal of listed shares.

(ii) Singapore

Singapore adopted the one-tier corporate tax system from 1 January 2003. Under the one-tier corporate tax system, the tax paid by a Singapore resident company on its corporate profits is a final tax. Dividends payable by the Singapore resident company are exempt from Singapore income tax in the hands of the shareholders, regardless of whether the shareholder is a company or an individual and whether or not the shareholder is a Singapore tax resident. There is no withholding tax on the dividend payments to both resident and non-resident shareholders of Singapore.

15. ADDITIONAL INFORMATION (Cont'd)**15.6 MATERIAL CONTRACTS**

Save as disclosed below, our Group has not entered into any material contracts that are not in the ordinary course of our Group's business during the Financial Years Under Review, and from 1 July 2025 up to the date of this Prospectus:

(i) Share purchase agreement dated 17 January 2023 in respect of the acquisition of 70.0% equity interest in Ting Pharmacy

On 17 January 2023, BP (Sarawak), our subsidiary, (as purchaser) entered into a share purchase agreement with Susie Ting Fung Yin, Alex Chin Yang Chung and John Ting Meng Hong (as vendors) (collectively, "**Ting Pharmacy Vendors**") to acquire 700,000 ordinary shares in Ting Pharmacy, representing 70.0% equity interest in Ting Pharmacy, for a final adjusted total cash consideration of RM27,964,176.00. The acquisition was completed and the shares were transferred on 22 August 2023.

(ii) Sale and purchase agreement dated 15 August 2023 in respect of the acquisition of 60.0% equity interest in Yanling Holdings

On 15 August 2023, Yanling Assets, our subsidiary, (as purchaser) entered into a sale and purchase agreement with Goh Ching Yang and Sin Laik Choo (as vendors) to acquire 60 ordinary shares in Yanling Holdings, representing 60.0% equity interest in Yanling Holdings, for a total cash consideration of RM63.0 million. The acquisition was completed and the shares were transferred on 30 October 2023.

(iii) Sale and purchase agreement dated 21 September 2023 in respect of the acquisition of 100.0% equity interest in Caring

On 21 September 2023, our Company (as purchaser) entered into a sale and purchase agreement with Convenience Shopping (Sabah) Sdn Bhd and Motivasi Optima Sdn Bhd (as vendors) to acquire 217,706,400 ordinary shares in Caring, representing 100.0% equity interest in Caring, for a total cash consideration of RM888,330,927.00. The acquisition was completed and the shares were transferred on 23 January 2024.

(iv) Share purchase agreement dated 24 January 2025 in respect of the acquisition of 89.3% equity interest in Medispec

On 24 January 2025, our Company (as purchaser) entered into a share purchase agreement with Premier Vitality Sdn Bhd, Heng Thin Fook and Ong Lian Hong (as vendors) to acquire 892,572 ordinary shares in Medispec, representing 89.3% equity interest in Medispec, for a total cash consideration of RM249,441,000.00. The acquisition was completed and the shares were transferred on 21 March 2025.

(v) Sale and purchase agreement dated 20 March 2025 in respect of the acquisition of 57.1% equity interest in Your Physio

On 20 March 2025, our Company (as purchaser) entered into a sale and purchase agreement with Tan Kuen Wei, Lee Choon Yik and Cheen Lee Pheng (as vendors) to acquire 180,570 ordinary shares in Your Physio, representing 57.1% equity interest in Your Physio, for a total cash consideration of RM32,760,000.00. The acquisition was completed and the shares were transferred on 16 June 2025.

15. ADDITIONAL INFORMATION (Cont'd)**(vi) Sale and purchase agreement dated 18 July 2025 in respect of the acquisition of 30.0% equity interest in Ting Pharmacy**

On 18 July 2025, BP (Sarawak), our subsidiary, (as purchaser) entered into a share purchase agreement with the Ting Pharmacy Vendors (as defined in Section 15.6(i) of this Prospectus above) to acquire 300,030 ordinary shares in Ting Pharmacy, representing 30.0% equity interest in Ting Pharmacy, for a total cash consideration of RM17,522,630.00. The acquisition was completed and the shares were transferred on 11 September 2025.

(vii) Share sale agreement dated 21 January 2026 in respect of the acquisition of 29.0% equity interest in Wellings Pharmacy

On 21 January 2026, CPRM, our subsidiary, (as purchaser) entered into a share sale agreement with Mah Choon Leng (as vendor) to acquire 290,000 ordinary shares in Wellings Pharmacy, representing 29.0% equity interest in Wellings Pharmacy, for a total cash consideration of RM36,116,800.00. As at the LPD, the transfer of shares from Mah Choon Leng to Wellings Pharmacy is pending completion.

(viii) 12 asset sale agreements dated 15 May 2023 in respect of the acquisition of stocks, fixtures and fittings

On 15 May 2023, Ting Pharmacy, our subsidiary, (as purchaser) entered into 12 asset sale agreements with the following operating entities (as vendors) owned or otherwise controlled, singly or collectively, directly or indirectly, by the Ting Pharmacy Vendors (as defined in Section 15.6(i) of this Prospectus above) for the acquisition of stocks, fixtures and fittings of the respective operating entities:

- (a) Antares Pharma Sdn Bhd, for a total cash consideration of RM5,955,730.00;
- (b) Antares Pharma (Betong) Sdn Bhd, for a total cash consideration of RM324,582.00;
- (c) Antares Pharma (Bintulu) Sdn Bhd, for a total cash consideration of RM498,075.00;
- (d) Antares Pharma (Limbang) Sdn Bhd, for a total cash consideration of RM511,238.00;
- (e) Antares Pharma (MJC) Sdn Bhd, for a total cash consideration of RM384,392.00;
- (f) Antares Pharma (Mukah) Sdn Bhd, for a total cash consideration of RM352,528.00;
- (g) Antares Pharma (Samarindah) Sdn Bhd, for a total cash consideration of RM337,274.00;
- (h) Antares Pharma (Saratok) Sdn Bhd, for a total cash consideration of RM339,235.00;
- (i) Antares Pharma (Sarikei) Sdn Bhd, for a total cash consideration of RM498,013.00;
- (j) Sejingkat Pharmacy, for a total cash consideration of RM210,444.00;
- (k) Antares Pharma (Sri Aman) Sdn Bhd, for a total cash consideration of RM482,496.00; and
- (l) Ting Pharmacy Sdn Bhd, for a total cash consideration of RM453,166.00.

The acquisitions were completed on 18 July 2023.

15. ADDITIONAL INFORMATION (Cont'd)**(ix) Assets transfer agreement dated 26 April 2023 in respect of the acquisition of stocks, fixtures and fittings**

On 26 April 2023, BP (Perak), our subsidiary (as purchaser) entered into an assets transfer agreement with Caribbean Healthcare Sdn Bhd (as vendor) for the acquisition of stocks, fixtures and fittings of Caribbean Healthcare Sdn Bhd, for a total cash consideration of RM7,191,484.00. BP (Perak) has obtained control over the stocks, fixtures and fittings of Caribbean Healthcare Sdn Bhd on 9 April 2023.

(x) Shareholders' agreement dated 15 August 2023 in respect of Yanling Holdings

On 15 August 2023, Yanling Assets, our subsidiary, entered into a shareholders' agreement with Goh Ching Yang and Sin Laik Choo to govern the relationship as shareholders of Yanling Holdings whereby Yanling Assets holds 60.0% of the equity interest in Yanling Holdings and Goh Ching Yang and Sin Laik Choo hold the remaining 40.0% of the equity interest in equal proportions.

(xi) Shareholders' agreement dated 27 January 2025 in respect of Medispec

On 27 January 2025, our Company entered into a shareholders' agreement with Virapatna Thakolsri to govern the relationship as shareholders of Medispec, and the management and operations of Medispec whereby our Company holds 89.3% of the equity interest in Medispec and Virapatna Thakolsri holds the remaining 10.7% of the equity interest in Medispec.

(xii) Retail underwriting agreement dated [●]

[Retail Underwriting Agreement dated [●] entered into between our Company and the Joint Underwriters for the underwriting of [●] Issued Shares under the Retail Offering, subject to the clawback and reallocation provisions as set out in Section 4.1.3 of this Prospectus and upon the terms and subject to the conditions of the Retail Underwriting Agreement. Details of the underwriting commission are set out in Section 4.6.2 of this Prospectus.]

(xiii) Master cornerstone placement agreement dated [●]

[Master Cornerstone Placement Agreement dated [●] entered into between our Company, the Selling Shareholders, the Joint Global Coordinators, Joint Bookrunners and the Cornerstone Investors, under which the Cornerstone Investors agree to acquire an aggregate of [●] IPO Shares, representing approximately [●]% of our enlarged issued Shares, pursuant to the Institutional Offering at the Institutional Price on the terms and subject to the conditions as set out in the Master Cornerstone Placement Agreement and the relevant individual cornerstone placement agreements.]

(xiv) Lock-up agreement dated [●] in relation to our IPO and listing

[Lock-up agreement dated [●] entered into between our Company and the Joint Bookrunners in relation to the lock-up agreement for our IPO and Listing, details of which are set out in Section 4.7.3 of this Prospectus.]

15.7 MATERIAL LITIGATION

As at the LPD, our Group is not engaged in any material litigation or arbitration proceedings, either as plaintiff or defendant, including those relating to bankruptcy, receivership or similar proceedings which has a material adverse effect on the business or financial position of our Group, and our Directors confirm that there are no legal proceedings pending or threatened, or of any fact likely to give rise to any proceedings which might materially and adversely affect our financial or business position.

15. ADDITIONAL INFORMATION (Cont'd)

15.8 CONSENTS

Our Joint Principal Advisers, Joint Global Coordinators, Joint Bookrunners, Joint Managing Underwriters, Joint Underwriters, legal advisers, Share Registrar, Issuing House and company secretaries have given their respective written consents for the inclusion in this Prospectus of their names in the form and context in which their names appear before the issuance of this Prospectus, and such consents have not subsequently been withdrawn.

Our Auditors and Reporting Accountants have given written consent for the inclusion in this Prospectus of its name, Accountants' Report, the Reporting Accountants' report on the pro forma consolidated financial statements and all references thereto in the form and context in which they are contained in this Prospectus before the issuance of this Prospectus, and such consent has not subsequently been withdrawn.

Our IMR has given its written consent for the inclusion in this Prospectus of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus before the issuance of this Prospectus, and such consent has not subsequently been withdrawn.

15.9 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office during office hours for a period of six months from the date of this Prospectus:

- (i) our Constitution;
- (ii) our material contracts as referred to in Section 15.6 of this Prospectus;
- (iii) our audited consolidated financial statements for the Financial Years Under Review;
- (iv) audited financial statements of each of our subsidiaries for the Financial Years Under Review;
- (v) Reporting Accountants' report on the pro forma consolidated financial statements as included in Section 14 of this Prospectus;
- (vi) Accountants' Report as included in Section 13 of this Prospectus;
- (vii) IMR Report as included in Section 8 of this Prospectus; and
- (viii) letters of consent referred to in Section 15.8 of this Prospectus.