

14. ADDITIONAL INFORMATION

14.1 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than six (6) months after the date of issue of this Prospectus.
- (ii) As at the LPD, we have only one (1) 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 Share Split as disclosed in Section 4.2.1 of this Prospectus and the new shares to be issued pursuant to the HHHPL Partial Exchange as disclosed in 6.4 of this Prospectus, our Company has not issued or proposed to issue any shares, stocks or debentures as fully or partly paid-up in cash or otherwise, within the Financial Years Under Review and up to the LPD.
- (iv) As at the date of this Prospectus, save for our IPO Shares reserved for application by the Eligible Persons as disclosed in Section 4.2.3 of this Prospectus, the ESS as disclosed in Section 4.2.6 of this Prospectus and the A1H Schemes as disclosed in Section 14.4 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) As at the date of this Prospectus, save for the ESS and the A1H Schemes as disclosed in Sections 4.2.6 and 14.4 of this Prospectus respectively as well as the IOCKL, HHHPL and PHSB arrangements as disclosed in Section 6.4 of this Prospectus, we have not agreed, conditionally or unconditionally, to put the share capital of our Company or any of our subsidiaries under option.
- (vi) As at the date of this Prospectus, save for the irredeemable convertible cumulative preference shares issued by CASB as disclosed in Section 6.3.1, and the IOCKL, HHHPL and PHSB arrangements as disclosed in Section 6.4 of this Prospectus, neither we nor our subsidiaries have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in Sections 2.2 and 12.4 of this Prospectus, and save as provided for under our Constitution as reproduced in Section 14.2 below and the Act 2016, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in our Company or any of our subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.2 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 will bear the same meanings used in our Constitution unless they are otherwise defined herein or the context otherwise requires.

Words	Meaning
"Act"	Means the Companies Act 2016, as amended, substituted or re-enacted from time to time.
"Applicable Laws"	Means all laws, by-laws, regulations, rules, orders and/or official directions for the time being in force affecting the Company, including but not limited to the Act, the Listing Requirements and every other law for the time being in force concerning companies and affecting the Company and any other directives or requirements imposed on the Company by relevant regulatory bodies and/or authorities including any amendment that may be made from time to time.

14. ADDITIONAL INFORMATION (Cont'd)

Words	Meaning
"Board" or "Board of Directors"	Means the board of directors of the Company for the time being.
"Board Meeting"	Means a meeting of the Directors of the Company.
"Bursa Securities"	Means Bursa Malaysia Securities Berhad.
"Central Depositories Act"	Means the Securities Industry (Central Depositories) Act 1991 and regulations made thereunder, as amended or re-enacted from time to time.
"Company"	Means Asia OneHealthcare Berhad Registration No. 199401006748 (292427-H).
"Constitution"	The constitution of the Company as constituted by this document, or as altered from time to time by a special resolution.
"Deposited Security"	Means a security standing to the credit of a Securities Account and includes a security in a Securities Account that is in suspense.
"Depository"	Means Bursa Malaysia Depository Sdn Bhd.
"Directors"	Means the directors of the Company for the time being (inclusive of alternate or nominee directors).
"General Meeting"	Means a meeting of Members of the Company.
"Listing Requirements"	Means Main Market Listing Requirements of Bursa Securities, including any amendment that may be made from time to time. For the purpose of this Constitution, it also covers any practice notes or directives, guidance notes or other directions issued by Bursa Securities and any amendment that may be made from time to time in relation to the Main Market Listing Requirements of Bursa Securities.
"Member"	Means: (a) a person whose name is entered in the Register of Members as the holder for the time being of one or more shares in the Company; and/or (b) a Depositor whose name appears in the Record of Depositors as the holder for the time being of one or more shares in the Company.
"Record of Depositors"	Means a record provided by the Depository to the Company under Chapter 24.0 of the Rules.
"Register of Members"	Means the record of members of the Company kept and maintained pursuant to Section 50 of the Act.
"Rules"	Means the Rules of Depository, including any amendment that may be made from time to time.

14. ADDITIONAL INFORMATION (Cont'd)

Words	Meaning
"Security" or "Securities"	Has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007, including any modification, amendment or re-enactment that may be made from time to time.
"Securities Account"	Means an account established by the Depository for a Depositor for the recording of deposit of Securities or withdrawal of Securities and for dealing in such Securities by the Depositor.
"Shareholder"	Means a holder of one or more Share(s) in the Company.
"Shares"	Shares include ordinary shares, preference shares or other types of shares that may be issued and allotted by the Company from time to time.

14.2.1 Transfer of Securities**Clause 18 - Transfer of Securities**

"The transfer of any Deposited Security or class of Deposited 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 Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities. No shares shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind. Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of Deposited Securities 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 Deposited Securities proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside. In every such case, the person registered as transferee, his executors, administrators and assignees, subject to compliance with the Act, Listing Requirements, Central Depositories Act and Rules, alone shall be entitled to be recognised as the holder of such Deposited Securities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto."

Clause 25 - Closing the Register of Members or Register of Debenture Holders

"On giving at least fourteen (14) days' notice to the Registrar to close the Register of Members or register of debenture holders, the Company may close the Register of Members or register for any class of members or register of debenture holders (collectively, the "**Registers**") for the purpose of updating the Registers. The registration of transfer may be suspended at such time and for such period as the Directors may from time to time determine, provided that no part of the relevant Register(s) be closed for more than thirty (30) days in aggregate in any calendar year. Any notice of intention to close the Register of Members or Record of Depositors and the reason therefor shall be given to the Stock Exchange, such closure shall be at least fourteen (14) days (or such other notice period as shall be prescribed by the Stock Exchange) after the date of notification to the Stock Exchange. The said notice shall state the books closing date and purpose or purposes for the books closing. In relation to the books closing, the Company shall give written notice to the Depository to issue the appropriate Record of Depositors in accordance with the Central Depositories Act and the Rules within such time as is required by the Depository to enable the Depository to issue the relevant Record of Depositors."

14. ADDITIONAL INFORMATION (Cont'd)**Clause 26 – Renunciation of Securities**

“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 or Register of Depository as the holder, recognise a renunciation of such share 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.”

14.2.2 Remuneration of Directors**Clause 102 (1), (2), (3), (5) – Remuneration of Directors**

- “(1) The Company may from time to time by an ordinary resolution passed at a General Meeting, approve the remuneration of the Directors, who hold non-executive office with the Company, for their services as non-executive Directors.
- (2) Subject to Clause 93, the fees of the Directors and any allowance and benefits payable to the Directors shall be subject to annual Shareholders’ approval at a General Meeting.
- (3) If the fee, allowance and benefit of each such non-executive Director is not specifically fixed by the Members, then the quantum of fees, allowance and benefit to be paid to each non-executive Director within the overall limits fixed by the Members, shall be decided by resolution of the Board. In default of any decision being made in this respect by the Board, the fees, allowance and benefit payable to the non-executive Directors shall be divided equally amongst themselves and such a Director holding office for only part of a year shall be entitled to a proportionate part of a full year’s fees, allowance and benefit. The non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.
- (5) Executive Directors of the Company shall be remunerated in the manner referred to in Clause 93 but such remuneration shall not include a commission on or percentage of turnover.”

Clause 102(4) – Expenses

- “(4) The following expenses shall be determined by the Directors:
 - (a) Traveling, hotel and other expenses properly incurred by the Directors in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company; and
 - (b) Other expenses properly incurred by the Directors arising from the requirements imposed by the authorities to enable the Directors to effectively discharge their duties.”

14. ADDITIONAL INFORMATION (Cont'd)**14.2.3 Voting and borrowing power of Directors****Clause 104 – Borrowing, mortgage, issue debentures and lend or advance money**

“Without limiting the generality of Clause 103(1) and (2), the Directors may, subject to the Act and the Listing Requirements, exercise all the powers of the Company to do all or any of the following for any debt, liability, or obligation of the Company or of any third party:

- (1) borrow money;
- (2) mortgage or charge its undertaking, property, and uncalled capital, or any part of such undertaking, property and uncalled capital;
- (3) issue debentures and other Securities whether outright or as security; and/or
- (4)
 - (a) lend and advance money or give credit to any person or company;
 - (b) guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company;
 - (c) secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company;

and otherwise to assist any person or company as the Directors shall think fit provided that the Directors shall not borrow any money or mortgage or hypothecate or charge any of the Company's or the subsidiaries' undertaking, property, or any uncalled capital or issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.”

Clause 115 – Directors' Interest in Contracts

- “(a) A Director shall not vote (and if the director does vote, such vote will not be counted) on a resolution in relation to any contract or proposed contract or arrangement in which he has, directly or indirectly, an interest.
- (b) Every Director shall observe the provisions of Sections 221 and 222 of the Act relating to the disclosure of the interest of the Directors in contracts or proposed contracts with the Company or of any office or property held by the Directors which might create duties or interest in conflict with their duties or interest as Directors and participation in discussion and voting. Such disclosure of material personal interest by the Directors shall be in the form of a notice. Such notice shall be in the form and manner prescribed under Section 221 of the Act.”

Clause 128 – Voting at Board Meetings

- “(1) Subject to this Constitution, questions arising at a Board Meeting shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- (2) Each Director is entitled to cast one (1) vote on each matter for determination.”

14. ADDITIONAL INFORMATION (Cont'd)**Clause 129 – Casting Vote**

“In the case of an equality of votes, the chairman of the Board Meeting is entitled to a second or casting vote, except where two (2) Directors form a quorum and only such a quorum is present at the meeting, or at which only two (2) Directors are competent to vote on the question at issue at which the chairman of the meeting shall not have a casting vote.”

14.2.4 Changes in capital and rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights**Clause 8(1) and (3) – Variation of Rights**

- “(1) Subject to Section 91 of the Act, if at any time the share capital is divided into different classes of shares, the rights attached to each class of shares (unless otherwise provided by the terms of issue of the shares of that class) may only, whether or not the Company is being wound up, be varied:
- (a) with the consent in writing of the holders holding not less than seventy-five percent (75%) of the total voting rights of the holders of that class of shares; or
 - (b) by a special resolution passed by a separate meeting of the holders of that class of shares sanctioning the variation.”

Clause 13(1) and (2) – Issue of Securities

- “(1) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject always to the Act, the Listing Requirements and this Constitution, the Directors may:
- (a) issue and allot shares in the Company; and
 - (b) grant rights to subscribe for shares or options over unissued shares in the Company or otherwise dispose of such shares to such persons, in such terms and conditions and at such times as the Directors may determine.”
- “(2) Subject to the Act, the Listing Requirements, this Constitution and the relevant Shareholders’ approval being obtained, the Directors may issue any shares (including rights or options over subscription of such shares):
- (a) with such preferred, deferred, or other special rights or such restrictions, whether with regard to dividend, voting, return of capital, or otherwise, as the Directors may determine;
 - (b) to any person, whether a Member or not, in such numbers or proportions as the Directors may determine; and
 - (c) for such consideration as the Directors may determine.”

14. ADDITIONAL INFORMATION (Cont'd)**Clause 55(1), (2) and (3) – Alteration of Capital**

- “(1) The Company may from time to time by ordinary resolution and subject to other Applicable Laws or requirements:
- (a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived; or
 - (b) subdivide its shares or any of them into shares, whichever is in the subdivision; the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.”
- (2) The Company may from time to time by special resolution and subject to other applicable requirements:
- (a) cancel shares which, at the date of the passing of the resolution in that regard, 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 in such other manner allowed by law; or
 - (b) Subject to Sections 116 and 117 of the Act, reduce its share capital in such manner permitted by law, and (where applicable) subject to the relevant required approvals being obtained.
- (3) The Company shall have the power, subject to and in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines in respect thereof for the time being in force, to purchase its own shares and thereafter to deal with the shares purchased in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines thereunder or issued by Bursa Securities and any other relevant authorities in respect thereof.”

14.3 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 (Incorporated) and such Shares may not be traded on Bursa Securities.

Dealing in 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 will be deemed to be a shareholder of our Company and will 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.

14. ADDITIONAL INFORMATION (Cont'd)

14.4 A1H SCHEMES

Pursuant to HSG LTIP and the HSG SM Scheme, being two (2) incentive schemes adopted by the HSG Group for selected senior management of the HSG Group, options were granted under the HSG LTIP and the HSG SM Scheme entitling the senior management of our Group to receive HSG Shares, subject to the terms and conditions of the respective arrangements.

These schemes were originally implemented in the context of a regional healthcare platform comprising the operations of the HSG Group in Malaysia, Vietnam and Indonesia. Our Group had undertaken the Reorganisation Exercise, pursuant to which the Indonesia Business Entities remain held by HSG and no longer form part of our Group. Accordingly, to facilitate the continuation and settlement of the existing incentive arrangements following the disposal of the Indonesia Business Entities and our IPO, the existing incentive arrangements under the HSG LTIP and the HSG SM Scheme will be segregated to align with the separation of the Indonesia Business Entities and our Group.

We have established the A1H Schemes, pursuant to which the existing options attributable to the businesses that continue to form part of the A1H Group following the disposal of the Indonesia Business Entities will continue to be assumed and administered under the A1H Schemes for the relevant participants, comprising the senior management of our Group. The existing options attributable to the Indonesia Business Entities will continue to be administered under the revised incentive schemes maintained by HSG. For clarity, the A1H Schemes which have been established will only be effective upon completion of the capital reduction of HSG following our Listing ("**HSG Capital Reduction**").

The outstanding options granted under the HSG SM Scheme and HSG LTIP attributable to our Group which remain unexercised or unvested as at the effective date of the A1H Schemes shall be replaced by corresponding options under the A1H Schemes. Such replacement shall not result in any increase in the entitlement of the relevant participants, and the terms of the corresponding options under the A1H Schemes shall be substantially similar to the terms of the original options granted under the HSG LTIP and HSG SM Scheme, except that, the exercise price will be adjusted/amended to reflect the post-listing structure of our Group. For the avoidance of doubt, the exercise price will be adjusted to ensure that the economic value of the exercise price per option under the HSG LTIP and/or the HSG SM Scheme is preserved under the A1H Schemes ("**Adjusted Exercise Price**").

The A1H Schemes shall be administered by our NRC and governed by the A1H Schemes By-Laws, subject to authority of our Board and the Listing Requirements.

The salient features of the A1H Schemes are as follows:

(i) **Maximum number of new Shares available under the A1H Schemes**

The total number of new Shares which may be allotted and issued pursuant to the exercise or settlement of the continuing options under the A1H Schemes to participants of the existing HSG LTIP and HSG SM Scheme who are eligible to continue under the A1H Schemes ("**A1H Schemes Eligible Persons**") shall not in aggregate exceed 1.5% of the total number of issued Shares (excluding treasury shares, if any) at any point in time during the duration of the A1H Schemes ("**A1H Schemes Awards**").

(ii) **Settlement of A1H Schemes Awards**

Our Company may, subject to applicable laws, the Listing Requirements and the A1H Schemes By-Laws, determine whether an A1H Schemes Award will be satisfied by way of issuance of new Shares by our Company, transfer of treasury shares, transfer of existing Shares (other than treasury shares) and/or cash settlement in accordance with the terms of the A1H Scheme By-Laws. Any cash settlement will be determined by reference to the market value of the relevant Shares underlying the A1H Schemes Award, less the applicable exercise price where relevant.

14. ADDITIONAL INFORMATION (Cont'd)**(iii) Exercise price**

The exercise price of the A1H Schemes Awards shall be equal to the Final Retail Price in accordance with the terms of the A1H Schemes By-Laws.

(iv) Duration of the A1H Schemes

The A1H Schemes shall take effect on the date on which the HSG Capital Reduction is completed and continue until 31 December 2031.

(v) Vesting Period and Vesting Conditions

For the avoidance of doubt, the vesting conditions applicable to each A1H Schemes Award shall not form part of the A1H Schemes By-Laws and may differ among A1H Schemes Eligible Persons.

In respect of the corresponding A1H Schemes Awards granted under the A1H Schemes arising from the replacement of outstanding options previously granted under the HSG LTIP and HSG SM Scheme, the vesting period and vesting conditions applicable to such A1H Schemes Award shall remain substantially the same as those applicable to the corresponding options under the HSG LTIP and HSG SM Scheme, subject to any adjustment expressly provided for under the A1H Schemes By-Laws and shall be set out in the relevant acknowledgements under the A1H Schemes.

(vi) Rights attaching to new Shares to be issued under the A1H Schemes

Any new Shares allotted and issued under the A1H Schemes shall, upon allotment and issuance, rank equally in all respects with the then existing Shares and shall:

- (a) be subject to the provisions of our Constitution; and
- (b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, where the entitlement date is on or after the date on which the new Shares are credited into the Central Depository System account of the A1H Schemes Eligible Persons, and shall in all other respects rank equally with the other existing Shares then in issue.

(vii) Cessation of employment or office

The treatment of vested or unvested A1H Schemes Awards upon the participant's cessation of employment or office shall be determined in accordance with the A1H Schemes By-Laws and the relevant acknowledgements. Subject thereto, our Board may allow the A1H Schemes Awards to be retained, exercised, vested, lapsed or cancelled.

In addition to the moratorium undertaking in respect of their securities in HSG as set out in Section 2.2(i) of this Prospectus, each A1H Schemes Eligible Person who is an employee of our Group has undertaken not to (i) transfer any Shares acquired by him or her representing his or her option shares under the HSG LTIP or HSG SM Scheme, as applicable, for a period of 12 months from the Listing Date; or (ii) exercise any of his or her options which continue to be held under the HSG LTIP or HSG SM Scheme, as applicable, for a period of six (6) months from the Listing Date, in each case unless otherwise agreed by our Company in writing.

14. ADDITIONAL INFORMATION (Cont'd)**14.5 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND/OR EXERCISE VOTING RIGHTS**

Subject to Section 14.3 above, 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.

14.6 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION

As at the LPD, save as disclosed below, there are no governmental laws, decrees, regulations or other legislations that may affect the repatriation of capital and the remittance of profits by our foreign subsidiaries to Malaysia:

(i) Malaysia

All corporations in Malaysia are required to adopt a single-tier dividend. All dividends distributed by Malaysian resident companies under a single-tier dividend are not taxable. Further, the Government does not levy withholding tax on dividend payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian resident companies. There is no Malaysian capital gains tax arising from the disposal of listed shares.

Pursuant to the Finance Act 2024, effective from the year of assessment 2025, a 2.0% dividend tax will be imposed on annual chargeable dividend income exceeding RM100,000 received by individual shareholders (both resident and non-residents), including individuals holding shares through nominees, with certain exemptions. Save for the foregoing, there are no other governmental laws, decrees, regulations or legislations that may affect the repatriation of capital and the remittance of profits by or to our Group.

(ii) Singapore

As at the LPD, there are no exchange control restrictions in effect in Singapore which may affect the repatriation of capital and remittance of profits by or to our Company.

(iii) Vietnam

In Vietnam, the owner of a single-member limited liability company, including CABD may not withdraw profits when the company fails to fully settle debts and other financial obligations that have fallen due.

Under Vietnamese laws, overseas remittance of profits or dividends is generally subject to the following restrictions, which are applicable to CABD:

- (a) foreign investors/ capital contribution members are only permitted to remit profit overseas at the end of a fiscal year after CABD has fully discharged its financial obligations to the State of Vietnam in accordance with the applicable laws, including the payment of taxes as determined in the corporate income tax declaration form lodged with the competent tax authority and other financial obligations to the State of Vietnam (if any), and has lodged its audited annual financial statements and the corporate income tax finalisation declaration for the relevant fiscal year with the competent tax authority of Vietnam;
- (b) foreign investors/ capital contribution members are not permitted to remit profits overseas if CABD's audited financial statements for the relevant fiscal year reflect accumulated losses after taking into account losses carried forward in accordance with the applicable laws;

14. ADDITIONAL INFORMATION (Cont'd)

- (c) foreign investors/ capital contribution members are required to either directly or by authorizing CABD to submit the pro-forma notice of remittance of profits overseas to the competent tax authority of Vietnam at least seven (7) business days prior to effecting such remittance; and
- (d) all remittances by the foreign investors/ capital contribution members (including profit distributed by CABD) must be conducted through the direct investment capital bank account (now known as the foreign investment capital account in Vietnam) of CABD (which is also used for the injection of equity/capital upon incorporation and any subsequent increase in capital).

14.7 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 up to the date of this Prospectus:

14.7.1 Sale and purchase agreement dated 10 November 2023 in respect of the acquisition by A1H of the entire equity interest in CMC

On 10 November 2023, A1H (as purchaser) entered into a sale and purchase agreement with Sime Darby Holdings Berhad and AH Holdings Health Care Pty Ltd (both as sellers) for the acquisition of 100,000,000 shares representing the entire equity interest in Ramsay Sime Darby Health Care Sdn Bhd (now known as CMC), for a cash consideration of RM5,683,300,000.00.

The acquisition was completed on 28 December 2023.

14.7.2 Share subscription and purchase agreement dated 28 February 2024, as amended by side letters dated 31 July 2024, 28 February 2025 and 2 April 2025, in respect of the acquisition by A1H of equity interests in (a) CVSH; (b) MIOC; (c) Philippines Cancer Centers Pte Ltd ("PCC"); (d) SCCPL; (e) HHHPL; (f) IOCKL; (g) Singapore Breast Surgery Center Pte Ltd ("SBSC"); (h) PHSB; and (i) CanCare Holdings (S) Pte Ltd ("CanCare SG")

On 28 February 2024, A1H (as purchaser) entered into a share subscription and purchase agreement with:

- (a) HSG;
- (b) HLT;
- (c) TEAHP (as sellers' representative);
- (d) OHH (as the guarantor); and
- (e) Cardiac Center (Malaysia) Sdn Bhd, Integrated Oncology Centers Pte Ltd, Indonesia Integrated Oncology Centers Pte Ltd ("IIOC"), AOCPL, Integrated Oncology Center (Kuala Lumpur) Holdings Sdn Bhd ("IOCKLH"), Singapore Integrated Oncology Centers Pte Ltd, CVP, CanCare Holdings Limited (collectively, as the sellers),
- (i) for the acquisition by A1H and/or its nominee of:
 - (A) 49,864 ordinary shares in CVSH, representing 62.8% of the issued shares of CVSH;

14. ADDITIONAL INFORMATION (Cont'd)

- (B) 156,070,056 ordinary shares in MIOC, representing 100.0% of the issued shares of MIOC;
- (C) 939,315,800 ordinary shares in HHHPL, representing 70.1% of the issued shares of HHHPL;
- (D) 63,250,000 shares in IOCKL, comprising 31,625,000 ordinary shares and 31,625,000 redeemable convertible preference shares, collectively representing 61.2% of the issued shares of IOCKL; and
- (E) 55,159,172 ordinary shares in PHSB, representing 68.8% of the issued shares of PHSB,

for an aggregate consideration of RM1,004,700,127.00, which was satisfied by way of the issuance of:

- (1) 510,555 new HSG Shares at an issue price of USD7.15 per HSG Share to the relevant sellers (or as directed by such seller, a direct or indirect holding company of such seller); and
 - (2) 1,275,811 new ordinary shares in HLT at an issue price of USD175.43 per share to the relevant sellers (or as directed by such seller, Calico); and
- (ii) for the acquisition by A1H and/or its nominee of 2,870,431 ordinary shares in SCCPL, representing 93.2% of the issued shares of SCCPL for a consideration of RM37,575,235 which was satisfied by way of issuance of 47,345 ordinary shares in HLT at an issue price of USD179.68 per share to IIOC (or as directed by it, Calico).

The proposed acquisitions of SBSC, PCC and CanCare SG were subsequently carved out pursuant to the carve-out provisions of the agreement. The acquisition of the equity interests in CVSH, MIOC, HHHPL, IOCKL and PHSB was completed on 1 August 2024 and the acquisition of the equity interest in SCCPL was completed on 17 April 2025.

14.7.3 Share subscription and purchase agreement dated 28 February 2024, as amended by a side letter dated 31 July 2024, in respect of the acquisition by A1H of a 48.3% equity interest in BHVGB

On 28 February 2024, A1H (as purchaser) entered into a share subscription and purchase agreement with:

- (a) HSG;
- (b) TEAHP;
- (c) Beacon GB Sdn Bhd;
- (d) Chen Kim Lian, KVC Corporation Sdn Bhd, Khoo Toh Hock, Chen Khai Voon, Chia Hee Chong, Hoe Cheah How, Lee Lian Cheng, Dato' Dr Haji Mohamed Ibrahim bin HJ A Wahid and Tho Lye Mun (collectively, as sellers),

for the acquisition of 48,250,000 ordinary shares in BHVGB, representing 48.3% of the issued shares of BHVGB for a consideration of RM583,031,601.00 which was satisfied by way of issuance of 18,462,957 new HSG Shares at an issue price of USD7.15 per HSG Share to the sellers.

The acquisition was completed on 1 August 2024.

14. ADDITIONAL INFORMATION (Cont'd)**14.7.4 Share subscription and purchase agreement dated 28 February 2024, as amended by a side letter dated 31 July 2024, in respect of the acquisition by A1H of a 29.0% equity interest in CVSH and a 25.8% equity interest in CVSKLSB**

On 28 February 2024, A1H (as purchaser) entered into a share subscription and purchase agreement with:

- (a) HSG;
- (b) TEAHP;
- (c) Lai Ming Chun @ Lai Poh Lin, Yahya Bin Awang, Tan Kim Heung, Surendran Inberednam Thuraisingham, Dato' Dr. Tamil Selvan A/L K Muthusamy, Lee Li Ching, Jayakhanthan A/L Kolanthai Velu, Nadia Binti Mohd Arifin, Jeyabalan A/L Velayutham, Mariam Binti Ismail, Mohd Najib Bin Jaafar, Datuk Dr. Rosli Bin Mohd Ali, Choo Gim Hooi, Tan Kong Hean and Sharifah Suraya Binti Syed Mohd Tahir (collectively, the sellers in relation to CVSH);
- (d) Lai Ming Chun @ Lai Poh Lin, Tan Pei Geok, Tan Pei Ing, Tan Pei Fong, Kuan Siao Lee, Mohamed Nizam Bin Abdul Razak, Sharifah Suraya Binti Syed Mohd Tahir, Razali Bin Omar, Datuk Dr. Rosli Bin Mohd Ali, Chew Soon Ping @ David Chew, Leong Yew Pung, Tan Kong Hean, Lawrence Chan Hon Wah, Choo Gim Hooi, Mariam Binti Ismail, Jeyabalan A/L Velayutham, John Chan Kok Meng, Sharil Azlan Bin Ariffin, Al Fazir Bin Omar, Hamdan bin Leman, Tan Kia Lean, Zulkeflee Bin Muhammad, Ngiu Chai Soon, Nadia Binti Mohd Arifin, Lee Li Ching, Jayakhanthan A/L Kolanthai Velu and Mohd Najib Bin Jaafar (collectively, the sellers in relation to CVSKLSB),

for the acquisition of:

- (i) 23,056 ordinary shares in CVSH, representing 29.0% of the issued shares of CVSH; and
- (ii) 13,092,198 ordinary shares in CVSKLSB, representing 25.8% of the issued shares of CVSKLSB,

for an aggregate consideration of RM409,402,796.00, which was satisfied by way of issuance of 12,964,644 new HSG Shares at an issue price of USD7.15 per HSG Share to the sellers.

The acquisition was completed on 1 August 2024.

14.7.5 Shareholders' deed dated 1 August 2024 in relation to BHVGB, together with the agreement to amend and restate the shareholders' deed as well as the amended and restated shareholders' deed, both dated 2 September 2025, as well as the relevant deeds of adherence

On 1 August 2024, BHVGB entered into a shareholders' deed in respect of BHVGB with:

- (a) MIOC;
- (b) A1H; and
- (c) Dato' Dr Haji Mohamed Ibrahim bin HJ A Wahid, Lee Foo Chiang, Tho Lye Mun, Lee Joon Kiong, Lum Wan Wei, Kua Voon Fong, Vincent Phua Chee Ee and Meheshinder Singh A/L Babu Singh Giani (as the then doctor shareholders of BHVGB),

14. ADDITIONAL INFORMATION (Cont'd)

to collaborate and define their relationship concerning the business and operations of BHVGB following the completion of the acquisition of BHVGB by A1H (“**BHVGB Original Shareholders’ Deed**”).

On 2 September 2025, following the conversion of BHVGB from a private company to an unlisted public company, the parties entered into an agreement to amend and restate the BHVGB Original Shareholders’ Deed and separately executed the amended and restated shareholders’ deed contemplated thereunder (“**BHVGB Amended and Restated Shareholders’ Deed**”).

The BHVGB Amended and Restated Shareholders’ Deed governs, among others, the operation, management and administration of BHVGB and its subsidiaries and the governance arrangements of BHVGB.

On 22 August 2025, ASCL entered into a deed of adherence to the BHVGB Original Shareholders’ Deed, pursuant to which it agreed to be bound by, and to have the benefit of, its provisions as if it had been an original party thereto in the capacities specified therein. Between 2 September 2025 and 6 October 2025, A. Surendranathan A/L P. R. Viswanathan, Ambikai Balan A/L Sothinathan, Anuar Zaini Bin Md Zain, Anuradha A/P Suberamaniam, Arkonam Balasubramaniam Manivannan, Ausama A Malik, Azura Rozila Binti Ahmad, Bong Jan Jin, Chee Chee Pin, Chen Queen Liung, Cheong Mun Khan, Chong Shun Siang, Choo Swee Ying, Devanand A/L C Mangharam, Frances Leow May Yan, Goh Kee San, Ham Man Chin, Ho Keng Leng, Hoo Fan Kee, Jasmin Loh Pei Yui, Junie Khoo Yu-Yen, Kiew Chit Choa, Kok Meng Sum, Koon Sim Lan, Lau Peng Choong, Leong Kok Weng, Ling Chie Kai, Lingeswaran A/L Kasilingam, Loong Yik Yee, Luqman Bin Mazlan, Mathi Arasu A/L Muthusamy, Mohd Firdaus Bin Hadi, Mohd Naim Bin Mohd Yaakob, Murbita Sari Binti Baharuddin, Ng Boon Huat, Ong Chin Tuan, Ong Keh Aun, Patrick Tan Seow Koon, Pok Eng Hong, Putra Prabhakar Vatakal, Rajesh Kumar A/L Paramasivam, Rajesh Singh A/L Karnail Singh, Raymond Tan Suan-Kuo, Saiful Razman Bin Mohd Noor, Saladina Jaszle Binti Jasmin, Sanjiv Rampal A/L Lekhraj Rampal, Sek Weng Yew, Sia Sheau Fung, Sivaprakasam A/L Sivalingam, Suresh Kumar A/L Hariharan, Tan Chee Hoe, Tan Gie Hooi, Tan Li Ping, Tengku Ahmad Hidayat Bin Tengku K Aziz and Thuraikumar A/L Kanniah entered into deeds of adherence to the BHVGB Amended and Restated Shareholders’ Deed, pursuant to which each agreed to be bound by, and to have the benefit of, its provisions as if such person had been an original party thereto in the capacity specified in the relevant deed of adherence.

14.7.6 Amended and restated shareholders’ deed dated 1 August 2024 in relation to CVSKLSB and the deed of adherence dated 7 July 2025

On 1 August 2024, CVSKLSB entered into an amended and restated shareholders’ deed in respect of CVSKLSB with:

- (a) CVSH;
- (b) A1H; and
- (c) Sharifah Suraya Binti Syed Mohd Tahir, Razali Bin Omar, Datuk Dr. Rosli Bin Mohd Ali, Dato’ Dr Chew Soon Ping @ David Chew, Leong Yew Pung, Tan Kong Hean, Lawrence Chan Hon Wah, Choo Gim Hooi, Mariam Binti Ismail, Jeyabalan A/L Velayutham, John Chan Kok Meng, Sharil Azlan Bin Ariffin, Al Fazir Bin Omar, Hamdan bin Leman, Tan Kia Lean, Zulkeflee Bin Muhammad, Ngiu Chai Soon, Nadia Binti Mohd Arifin, Lee Li Ching, Jayakhanthan A/L Kolanthai Velu, Mohd Najib Bin Jaafar, Tan Kim Heung, Surendran Inberednam Thuraisingham and Dato’ Dr. Tamil Selvan A/L K Muthusamy (as the then doctor shareholders of CVSKLSB),

14. ADDITIONAL INFORMATION (Cont'd)

to amend and restate the subscription and shareholders' agreement dated 26 July 2015 in relation to CVSKLSB and to collaborate and define their relationship concerning the business and operations of CVSKLSB following the completion of the acquisition of CVSKLSB by A1H ("**CVSKLSB Shareholders' Deed**").

The CVSKLSB Shareholders' Deed governs, among others, the operation, management and administration of CVSKLSB and its subsidiaries and the governance arrangements of CVSKLSB.

On 7 July 2025, ASCL entered into a deed of adherence to the CVSKLSB Shareholders' Deed, pursuant to which it agreed to be bound by, and to have the benefit of, the provisions of the CVSKLSB Shareholders' Deed as if it had been an original party thereto in the capacity specified in the deed of adherence.

14.7.7 Subscription and shareholders agreement dated 28 May 2021 in relation to PHSB, as supplemented by the side letter dated 28 May 2021 and amended by the letter agreement dated 1 August 2024, which was further supplemented by the supplemental agreement dated 22 September 2026 as well as the relevant joinder agreements

On 28 May 2021, PHSB entered into a subscription and shareholders agreement in respect of PHSB with:

- (a) CVP;
- (b) Blue Crest Equity Sdn Bhd ("**BCE**");
- (c) LM Premier Holdings Sdn Bhd ("**LMP**"); and
- (d) Ang Swee Cheng, Barakath Badusha Bin Abdul Kareem, Liew Chee Tat, Tan Chiang Soo and Tuan Jiun Haur (as the then doctor shareholders of PHSB),

to govern their respective interests in PHSB and their relationship as shareholders of PHSB ("**Peel SHA**").

On the same date, the Peel SHA was supplemented by a side letter entered into between PHSB and:

- (a) CVP; and
- (b) Ang Swee Cheng, Tan Chiang Soo and Tuan Jiun Haur (as the relevant doctor shareholders of PHSB).

On 1 August 2024, the Peel SHA was amended by a letter agreement entered into between PHSB and:

- (a) CVP;
- (b) BCE;
- (c) LMP;
- (d) A1H; and
- (e) Barakath Badusha Bin Abdul Kareem, Liew Chee Tat and Tuan Jiun Haur (as the then doctor shareholders of PHSB),

("Peel Letter Agreement").

14. ADDITIONAL INFORMATION (Cont'd)

On 22 September 2026, the Peel Letter Agreement was further supplemented by a supplemental agreement entered into between PHSB and:

- (a) A1H;
- (b) ASCL;
- (c) BCE;
- (d) LMP; and
- (e) Barakath Badusha Bin Abdul Kareem, Ang Swee Cheng, Tuan Jiun Haur, Abu Yamin Bin Khamis, Tan Chiang Soo, Choke Tieng Chek, Too Seng Chin, Yeoh Aik Hoe, Kao Pei Ching, Mugilan A/L Sundarajoo, Basheer Ahamed Bin Abdul Kareem, Khaw Soon Keong and Chen Lean Seng (as the doctor shareholders of PHSB),

(“**Peel Supplemental Agreement**”).

The Peel SHA, as amended and supplemented by the foregoing agreements, governs, among others, the operation and management of PHSB and the respective rights and obligations of its shareholders. Following A1H’s acquisition of PHSB, A1H succeeded to CVP’s rights and obligations under the Peel SHA in the manner prescribed under the Peel Letter Agreement.

Between 18 March 2023 and 28 September 2026, Choke Tieng Chek, Yeoh Aik Hoe, Abu Yamin Bin Khamis, Too Seng Chin, Kao Pei Ching, Mugilan A/L Sundarajoo, Basheer Ahamed Bin Abdul Kareem, Khaw Soon Keong and Chen Lean Seng entered into joinder agreements to the Peel SHA, pursuant to which each became a party to, and agreed to be bound by, the Peel SHA as a doctor. On 7 July 2025, ASCL entered into a joinder agreement pursuant to which it became a party to, and agreed to be bound by, the Peel SHA and the Peel Letter Agreement in the capacities specified therein.

The Peel Letter Agreement, as supplemented by the Peel Supplemental Agreement, further provides for the doctors of PHSB and other minority shareholders to exchange part of their ordinary shares in PHSB for our Shares subject to PHSB achieving the prescribed financial performance criteria. See Section 6.4 of this Prospectus for further information.

14.7.8 Subscription and shareholders’ agreement dated 23 August 2021 in relation to IOCKL, as supplemented by the supplemental shareholders’ agreement dated 27 December 2022 and amended by the letter agreement dated 1 August 2024, which was further supplemented by the supplemental agreements dated 22 September 2026 and 25 September 2026 as well as the relevant joinder agreements

On 23 August 2021, IOCKL entered into a subscription and shareholders’ agreement with:

- (a) IOCKLH;
- (b) Basri Johan Jeet Bin Abdullah, Cha Kar Huei, Chong Hoong Yin, Emily Mah Siew Ling, Fam Xeng Inn, Kow Shih Pei, Lee Bang Rom, Loh Chit Sin, Luqman Bin Mazlan, Michael Lim Chung Keat, Ng Char Hong, Teoh Chuan Yeong, Yeap Chee Loong and Yip Cheng Har (as the then doctor shareholders of IOCKL),

to govern their respective interest in IOCKL and their relationship as shareholders of IOCKL (“**IOCKL SSA**”).

14. ADDITIONAL INFORMATION (Cont'd)

On 27 December 2022, the IOCKL SSA was supplemented by a supplemental shareholders' agreement entered into between IOCKL and:

- (a) IOCKLH; and
- (b) Basri Johan Jeet Bin Abdullah, Cha Kar Huei, Chong Hoong Yin, Emily Mah Siew Ling, Fam Xeng Inn, Kow Shih Pei, Lee Bang Rom, Loh Chit Sin, Luqman Bin Mazlan, Michael Lim Chung Keat, Ng Char Hong, Teoh Chuan Yeong, Yeap Chee Loong, Yip Cheng Har, Tan Ee Ping, Mastura Binti Md Yusof, Badrulhisham Bin Bahadzor, Normayah Binti Kitan and Tan Chih Kiang (as the then doctor shareholders of IOCKL),

("IOCKL Supplemental SHA").

On 1 August 2024, the IOCKL SSA, as supplemented by the IOCKL Supplemental SHA, was amended and varied by a letter agreement entered into between IOCKL and:

- (a) A1H;
- (b) IOCKLH; and
- (c) Basri Johan Jeet Bin Abdullah, Cha Kar Huei, Chong Hoong Yin, Emily Mah Siew Ling, Fam Xeng Inn, Kow Shih Pei, Lee Bang Rom, Loh Chit Sin, Luqman Bin Mazlan, Michael Lim Chung Keat, Ng Char Hong, Teoh Chuan Yeong, Yeap Chee Loong, Yip Cheng Har, Tan Ee Ping, Mastura Binti Md Yusof, Badrulhisham Bin Bahadzor, Normayah Binti Kitan and Tan Chih Kiang (as the then doctor shareholders of IOCKL),

("IOCKL Letter Agreement").

On 22 September 2026 and 25 September 2026, the IOCKL shareholders' arrangements were further amended and supplemented by two (2) supplemental agreements entered into between IOCKL and:

- (a) A1H;
- (b) ASCL; and
- (c) Basri Johan Jeet Bin Abdullah, Cha Kar Huei, Chong Hoong Yin, Emily Mah Siew Ling, Fam Xeng Inn, Kow Shih Pei, Lee Bang Rom, Loh Chit Sin, Luqman Bin Mazlan, Michael Lim Chung Keat, Ng Char Hong, Teoh Chuan Yeong, Yeap Chee Loong, Yip Cheng Har, Tan Ee Ping, Mastura Binti Md Yusof, Badrulhisham Bin Bahadzor, Normayah Binti Kitan, Tan Chih Kiang, Chen Harn Chin, Farhana Binti Fadzli, Harjit Singh A/L Pritam Singh, Ho Shiaw Hooi, Lai Nye Bing, Sharipah Halimah Binti Jaafar and Harjit Kaur A/P Perdamen Singh (as the doctor shareholders of IOCKL),

("IOCKL Supplemental Agreements").

The IOCKL SSA, as amended and supplemented by the foregoing agreements, governs, among others, the operation and management of IOCKL and the respective rights and obligations of its shareholders. Following A1H's acquisition of IOCKL, A1H succeeded to IOCKLH's rights and obligations under the IOCKL SSA in the manner prescribed under the IOCKL Letter Agreement.

14. ADDITIONAL INFORMATION (Cont'd)

Between 19 November 2021 and 23 September 2026, Tan Ee Ping, Mastura Binti Md Yusof, Normayah Binti Kitan, Badrulhisham Bin Bahadzor, Tan Chih Kiang, Harjit Singh A/L Pritam Singh, Chen Harn Chin, Ho Shiaw Hooi, Sharipah Halimah Binti Jaafar, Farhana Binti Fadzli, Lai Nye Bing and Harjit Kaur A/P Perdamen Singh entered into joinder agreements to the IOCKL SSA and such supplemental agreements or letter agreements, pursuant to which each became a party to, and agreed to be bound by, the IOCKL SSA as a doctor. On 1 August 2024, ASCL entered into a joinder agreement pursuant to which it became a party to, and agreed to be bound by, the IOCKL SSA and the IOCKL Letter Agreement in the capacities specified therein.

The IOCKL Letter Agreement, as supplemented by the IOCKL Supplemental Agreements, further provides for the doctors of IOCKL to exchange part of their ordinary shares in IOCKL for our Shares subject to IOCKL achieving the prescribed financial performance criteria. See Section 6.4 of this Prospectus.

14.7.9 Subscription and shareholders' agreement dated 9 March 2020 in relation to HHHPL, as amended by the letter agreement dated 28 February 2024, which was supplemented by the supplemental agreements dated 1 August 2024, 15 May 2026 and 11 September 2026 and the relevant deeds of adherence as well as the deed of ratification and accession dated 1 August 2024

On 9 March 2020, HHHPL entered into a subscription and shareholders' agreement with:

- (a) AOCPL; and
- (b) Mark Seng Ye Chong, Sureshan Sivananthan, Dato' (Dr) Sivananthan K. Shanmugam, Dato Dr Badrul Shah B Badaruddin, Azhar B Mahmood @ Azhar Mahmood Merican, G Ruslan Nazaruddin Simanjuntak, Lim Sze Wei and Wong Chung Chek (as the then doctor shareholders of HHHPL),

to govern their respective interest in HHHPL and their relationship as shareholders of HHHPL ("**HSC SSHA**").

On 28 February 2024, the HSC SSHA was amended and varied by a letter agreement entered into between HHHPL and:

- (a) AOCPL;
- (b) A1H; and
- (c) Mark Seng Ye Chong, Sureshan Sivananthan, Dato' (Dr) Sivananthan K. Shanmugam, Dato Dr Badrul Shah B Badaruddin, Azhar B Mahmood @ Azhar Mahmood Merican, G Ruslan Nazaruddin Simanjuntak, Lim Sze Wei and Wong Chung Chek (as the then doctor shareholders of HHHPL),

("HSC Letter Agreement").

On 1 August 2024, the HSC Letter Agreement was supplemented by a supplemental agreement entered into between HHHPL and:

- (a) AOCPL;
- (b) A1H; and

14. ADDITIONAL INFORMATION (Cont'd)

- (c) Dato' (Dr) Sivananthan K. Shanmugam, Azhar B Mahmood @ Azhar Mahmood Merican, Lim Sze Wei, Mohamad Fadhil Hadi Bin Jamaluddin, Sureshan Sivananthan, Dato Dr Badrul Shah B Badaruddin, G Ruslan Nazaruddin Simanjuntak, Wong Chung Chek and Lee Chee Kean (as the then doctor shareholders of HHHPL).

On 15 May 2026, the HSC Letter Agreement was further supplemented by a supplemental agreement entered into between HHHPL and:

- (a) A1H;
- (b) ASCL; and
- (c) Sureshan Sivananthan, Dato' (Dr) Sivananthan K. Shanmugam, Dato Dr Badrul Shah B Badaruddin, Azhar B Mahmood @ Azhar Mahmood Merican, G Ruslan Nazaruddin Simanjuntak, Lim Sze Wei, Wong Chung Chek, Mohamad Fadhil Hadi Bin Jamaluddin and Lee Chee Kean (as the then doctor shareholders of HHHPL).

On 11 September 2026, the HSC Letter Agreement was further supplemented by a supplemental agreement entered into between HHHPL and:

- (a) A1H;
- (b) ASCL; and
- (c) Sureshan Sivananthan, Dato' (Dr) Sivananthan K. Shanmugam, Dato Dr Badrul Shah B Badaruddin, Azhar B Mahmood @ Azhar Mahmood Merican, G Ruslan Nazaruddin Simanjuntak, Lim Sze Wei, Wong Chung Chek, Mohamad Fadhil Hadi Bin Jamaluddin, Lee Chee Kean, Lim Siu Min, Sabrilhakim Bin Sidek and Kow Ren Yi (as doctor shareholders of HHHPL),

to record the election of the relevant roll-up shareholders to effect the HHHPL Partial Exchange and to amend certain terms applicable to the roll-up and HHHPL Partial Exchange ("**HSC Further Supplemental Agreement**").

The HSC SSHA, as amended and supplemented by the foregoing agreements, governs, among others, the operation and management of HHHPL and the respective rights and obligations of its shareholders. Following A1H's acquisition of HHHPL, AOCPL ceased to be a party to the HSC SSHA, save for certain surviving provisions and accrued rights and liabilities, and A1H succeeded to AOCPL's rights and obligations thereunder in the manner prescribed under the HSC Letter Agreement.

On 22 April 2024, Lee Chee Kean and Mohamad Fadhil Hadi Bin Jamaluddin, and on 2 September 2026, Sabrilhakim Bin Sidek, Kow Ren Yi and Lim Siu Min, entered into deeds of adherence to the HSC SSHA, pursuant to which, upon being registered as holders of the relevant shares in HHHPL, each agreed to observe and discharge the terms and conditions of the HSC SSHA applicable to him as a shareholder. On 1 August 2024, ASCL entered into a deed of ratification and accession in respect of the HSC SSHA and the HSC Letter Agreement, pursuant to which it became a party to, and agreed to be bound by and entitled to the benefit of, the provisions thereof in the capacities specified therein.

The HSC Letter Agreement, the supplemental agreements dated 1 August 2024 and 15 May 2026 and the HSC Further Supplemental Agreement, further provide for the doctors of HHHPL to exchange part of their ordinary shares in HHHPL for our Shares subject to HHHPL achieving the prescribed financial performance criteria. See Section 6.4 of this Prospectus.

14. ADDITIONAL INFORMATION (Cont'd)**14.7.10 Sale and purchase agreement dated 12 December 2023, as supplemented by a supplemental agreement dated 17 May 2024, for the acquisition by BHSB of a piece of land together with the building erected thereon**

On 12 December 2023, BHSB (as purchaser) entered into a sale and purchase agreement with Beacon ACM Sdn Bhd ("**BASB**") (as vendor) for the acquisition of all that piece of leasehold land held under Pajakan Negeri 10406, Lot 13, Seksyen 20, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor measuring 5,190.1 square metres, together with a six (6) storey building with a basement carpark, known as Beacon Hospital, erected thereon bearing postal address No.1, Jalan 51/215, Seksyen 51, 46050 Petaling Jaya, Selangor for a cash consideration of RM62,000,000.00.

On 17 May 2024, the sale and purchase agreement was supplemented to, among others, amend certain conditions precedent following the change in the category of land use of the property to "Industri" and the endorsement of a restriction in interest on the title, including to require the relevant approval and consent of the State Authority for the transfer of the property, and to extend the cut-off date to 31 August 2024.

The acquisition was completed on 30 September 2024.

14.7.11 Sale and purchase agreements dated 29 April 2024 for the acquisition by BHSB of two (2) parcels of land

On 29 April 2024, BHSB (as purchaser) entered into two (2) separate sale and purchase agreements with BASB (as vendor) for the acquisition of the following:

- (a) all that piece of leasehold land held under Pajakan Negeri 10285, Lot 38, Seksyen 20, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor measuring 6,072.8 square metres, together with a five (5) storey purpose-built hospital building with one level of mechanical and electrical floor at the rooftop and a three-storey basement car park to be erected thereon, with a total gross floor area of approximately 368,492 sq. ft., for a cash consideration of RM176,117,901.00; and
- (b) all that piece of leasehold land held under Pajakan Negeri No. 89519, Lot 40, Seksyen 20, Bandar Petaling Jaya, Daerah Petaling, Negeri Selangor measuring 3,872.3 square metres for a cash consideration of RM16,882,099.00.

The acquisitions are pending fulfilment of the conditions precedent as at the LPD.

14.7.12 Share sale and purchase agreement dated 5 September 2024 in respect of the disposal by CASB of an 89.5% equity interest in Columbia Pacific Healthcare (S'wak) Sdn Bhd ("CPHS")

On 5 September 2024, CASB (as one of the sellers) entered into a share sale and purchase agreement with:

- (a) Permodalan Assar Sendirian Berhad (as the other seller);
- (b) Bintulu Specialist Hospital Sdn Bhd (as purchaser); and
- (c) Borneo Specialist Hospital Sdn Bhd (as purchaser guarantor),

for the disposal by CASB of 28,894,043 ordinary shares in CPHS, representing 89.5% equity interest in CPHS, for a cash consideration of RM41,999,015.00.

The disposal was completed on 1 November 2024.

14. ADDITIONAL INFORMATION (Cont'd)**14.7.13 Sale and purchase agreement dated 5 July 2023 in respect of the disposal by CMC of a 7.9% equity interest in PTAHI**

On 5 July 2023, CMC (as seller) entered into a sale and purchase agreement with CAHA (as purchaser) for the disposal of 4,471,336 ordinary shares in PTAHI, representing 7.9% equity interest in PTAHI, for a purchase consideration of IDR119,075,272,161.00 (equivalent to RM37,151,485.00), payable by way of a promissory note issued by CAHA to CMC.

The disposal was completed on 21 July 2023.

14.7.14 Share sale and purchase agreement dated 13 August 2026 in respect of the disposal by A1H, CMC and ASCL of 100.0%, 99.9%, 97.0%, 100.0% and 100.0% equity interests in UMPL, PTPAM, SCCPL, AHCH and CAHA, respectively

On 13 August 2026, A1H, CMC and ASCL (collectively, as vendors) entered into a share sale and purchase agreement with SHPL (as purchaser) for the disposal of:

- (i) 92,965,054 ordinary shares in UMPL held by A1H, representing 100.0% of the issued shares of UMPL;
- (ii) 4,761,412 ordinary shares in PTPAM held by A1H, representing 99.9% of the issued shares of PTPAM;
- (iii) 2,940,361 ordinary shares in SCCPL held by A1H and 46,620 ordinary shares in SCCPL held by ASCL, collectively representing 97.0% of the issued shares of SCCPL;
- (iv) 28,800,001 ordinary shares in AHCH held by CMC, representing 100.0% of the issued shares of AHCH; and
- (v) one (1) ordinary share in CAHA held by CMC, representing 100.0% of the issued shares of CAHA,

for a total purchase consideration of approximately [RM1,521,575,374]. The purchase consideration for the disposal of the equity interests in UMPL, PTPAM, AHCH and CAHA was settled otherwise than in cash, while the purchase consideration for the disposal of SCCPL was settled in cash based on its net book value. See Section 6.1.2(i) of this Prospectus for information regarding the Reorganisation Exercise and the relevant purchase consideration.

The Reorganisation Exercise was completed on [●].

14.7.15 Master Cornerstone Placement Agreement dated [●]

[●]

14.7.16 Retail Underwriting Agreement dated [●]

[●]

14.7.17 Lock-up letter dated [●] in relation to our IPO and our Listing

[●]

14. ADDITIONAL INFORMATION (Cont'd)**14.8 MATERIAL LITIGATION**

As at the LPD, our Group is not engaged in any governmental, legal or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings which may have or have had, material or significant effects on our financial position or profitability in the 12 months immediately preceding the date of this Prospectus.

14.9 CONSENTS

The Principal Adviser, Joint Lead Global Coordinators, Joint Global Coordinators, Joint Bookrunners, Sole Managing Underwriter, Joint Underwriters, Legal Advisers, Share Registrar, Issuing House and Company Secretaries as listed in the Corporate Directory of this Prospectus have given and have not subsequently withdrawn their respective written consents before the date of issue of the Prospectus for the inclusion of their names and all references thereto in the form and context in which they are included in the Prospectus.

The Reporting Accountants have given and have not subsequently withdrawn their written consent before the date of issue of the Prospectus for the inclusion of their name and all references thereto, opinion on our historical combined financial statements for the Financial Years Under Review as contained in the Accountants' Report, the Reporting Accountants' Report on the Pro Forma Consolidated Statements of Financial Position and the Reporting Accountants' Report on the Pro Forma Statements of Financial Information comprising:

- (i) the Pro Forma Statement of Financial Position of our Group as at 31 March 2024, 31 March 2025 and 31 March 2026;
- (ii) the Pro Forma Statement of Profit or Loss and Other Comprehensive Income of our Group for the FYE 31 March 2024, FYE 31 March 2025 and FYE 31 March 2026, including Pro Forma Earnings per Share; and
- (iii) the Pro Forma Statement of Cash Flows of our Group for the FYE 31 March 2024, FYE 31 March 2025 and FYE 31 March 2026,

as well as the Independent Practitioner's Review Reports on the special financial statements of the ASC Entities (i.e. CVSH Group, HHHPL Group, MIOC Group, IOCKL and PHSB) for the 12-month period from 1 April 2023 to 31 March 2024, in the form and context in which they are included in this Prospectus.

The IMR has given and has not subsequently withdrawn its written consent before the date of issue of the Prospectus for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are included in this Prospectus.

14.10 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at Suite W701, West Tower, 7th Floor, Wisma Consplant 1, No. 2, Jalan SS16/4, Petaling Jaya, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia, during office hours for a period of six (6) months from the date of this Prospectus:

- (i) our Constitution;
- (ii) our material contracts as referred to in Section 14.7 of this Prospectus;
- (iii) our audited statutory consolidated financial statements for the Financial Years Under Review;

14. ADDITIONAL INFORMATION (Cont'd)

- (iv) audited financial statements of each of our subsidiaries for the Financial Years Under Review;
- (v) Reporting Accountants' Report on the Pro Forma Consolidated Statement of Financial Position as included in Section 12.5 of this Prospectus;
- (vi) Reporting Accountants' Report on the Pro Forma Statements of Financial Information as included in Section 12.6 of this Prospectus;
- (vii) Accountants' Report as included in Section 13 of this Prospectus;
- (viii) IMR Report as included in Section 8 of this Prospectus;
- (ix) letters of consent referred to in Section 14.9 of this Prospectus;
- (x) the employment agreement between our Company and Dr. Chan Boon Kheng dated 22 January 2026 as referred to in Section 9.2.4 of this Prospectus;
- (xi) the ESS By-Laws as included in Annexure E of this Prospectus;
- (xii) the A1H Schemes By-Laws as included in Annexure F of this Prospectus; and
- (xiii) Independent Practitioner's Review Reports on the special financial statements of the ASC Entities (i.e. CVSH Group, HHHPL Group, MIOC Group, IOCKL and PHSB) for the 12-month period from 1 April 2023 to 31 March 2024 as included in Annexure G.

14.11 RESPONSIBILITY STATEMENTS

Our Directors, our Promoter and the Selling Shareholder have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information in this Prospectus. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm there are no false or misleading statements or other facts which if omitted, would make any statement in this Prospectus false or misleading.

Maybank IB, being the Principal Adviser, the Joint Lead Global Coordinator, Joint Global Coordinator, Joint Bookrunner, Sole Managing Underwriter and Joint Underwriter for our IPO, acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning our IPO.