

AMENDMENT NO. 1

[TO THE MEMORANDUM OF UNDERSTANDING DATED 17 DECEMBER 2021]

THIS AMENDMENT NO. 1 (“AMENDMENT NO. 1”) is made on 15 November 2022 (“**Effective Date**”).

BETWEEN:

SELGATE HEALTHCARE SDN. BHD. [REGISTRATION NO. 201601026426 (1197365-K)], a company incorporated in Malaysia under the Companies Act 2016 and having its correspondence address at No. 1-02, Level 1, Plaza Azalea, Jalan Pembangunan 14/6, Seksyen 14, Shah Alam, Selangor (hereinafter referred to as “**Selgate**”) of the one part;

AND

OPTIMAX HOLDINGS BERHAD [REGISTRATION NO.: 201801028697 (1290723-T)], a company incorporated in Malaysia under the Companies Act 2016 and having its registered office at Unit 30-01, Level 30, Tower A, Vertical Business Suite Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Wilayah Persekutuan (hereinafter referred to as “**Optimax**”) of the other part;

(individually referred to as a “Party” and collectively as “Parties”).

WHEREAS:-

- A. The Parties have entered into a Memorandum of Understanding dated 17 December 2021 (“**MOU**”) upon the terms and subject to the conditions therein contained.
- B. Unless repugnant to the context, all terms and definitions used herein and under the MOU shall be deemed to have the same meanings.
- C. Pursuant to Clause 9 of the MOU and in reliance of Clause 12 of the MOU, the Parties have agreed to amend and modify the provisions of the MOU upon the terms and subject to the conditions herein contained.

NOW THEREFORE in consideration of mutual covenants contained herein **IT IS HEREBY AGREED** by the Parties as follows: -

1. PERIOD OF MOU

- 1.1 The Parties have agreed that the MOU has come into effect on the Effective Date and shall be effective for a period of 24 months from the Effective Date (“**Closed-Off Period**”).
- 1.2 The Closed-Off Period may be extended for a further period as agreed by the Parties by issuing a written notice to the other Party signifying its intention to extend the Closed-Off Period prior to the expiry of the Closed-Off Period.

- 1.3 This MOU shall be terminated upon the earliest occurrence of any of the following events (hereinafter-referred to as the "**Termination Date**"):-
- (a) the Parties hereto mutually agree in writing to revoke or withdraw the MOU;
 - (b) upon the execution of the Definitive Agreements as herein mentioned in Clause 1.2 of the MOU; or
 - (c) upon the expiry of the Closed-Off Period, or upon the expiry of the extended period, as the case may be.
- 1.4 In the event of termination of the MOU in accordance with Clause 1.3 above, none of the Parties hereto shall have any liability towards the other Party for any and all losses or damages arising from the MOU (as revised herein).

2. APPLICABILITY OF THIS AMENDMENT NO. 1

- 2.1 The Parties agree that this Amendment No. 1 is executed in furtherance of and in addition or rather, in substitution of specific terms and conditions contained under the MOU.
- 2.2 All other terms and conditions contained under the MOU shall remain in full force and continue to take effect and be binding on the Parties as if the same were specifically set out or repeated in this Amendment No. 1. In the event of any conflict between the terms and conditions of this Amendment No. 1 and the MOU, it is hereby expressly agreed by the Parties hereto that the terms and conditions as set forth herein shall prevail for purposes of interpretation and enforcement.

3. MISCELLANEOUS

- 3.1 This Amendment No. 1 may be executed in any number of counterparts and by the Parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, will be deemed to constitute an original copy of this Amendment No. 1, but the counterparts, taken together, will constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the Parties hereto have hereunto set their hands the day and year set out herein.

SIGNED for and on behalf of)
SELGATE HEALTHCARE SDN. BHD.)
[Registration No. 201601026426)
(1197365-K)] in the presence of:)

.....
Director
Name:
NRIC:

.....
Director/ Authorized Officer
Name:
NRIC:

SIGNED for and on behalf of)
OPTIMAX HOLDINGS BERHAD)
[REGISTRATION NO.: 201801028697)
(1290723-T)] in the presence of)

.....
Non-Independent Executive Director
and Deputy Chairman
Name: **TAN SRI DATO' (Dr.) TAN BOON HOCK**
NRIC: **550916-02-5571**

.....
Non-Independent Executive Director
and Chief Executive Officer
Name: **TAN SING YEE**
NRIC: **860529-56-5512**