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Eagle Health Holding Limited

**2021**

EHH Members' Annual General Meeting

2021 年 股东年会

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Date: 25 February 2022

## 2021 Annual General Meeting Notice

2021 年度股东大会通知

Dear All Members of Eagle Health Holding Limited (ACN616 382 515),

尊敬的 Eagle Health Holding Limited (ACN616 382 515) 的所有成员，

We referred to our previous annual meeting notification on 22 December 2021 for meeting on 17 January 2022; we also referred to our second notification on 17 January 27, 2022 for AGM meeting on 28 February 2022, we must inform you that, unless you, the members of the Eagle Health Holding Limited take an active and important step to register your meeting participation by replying a “YES” to the email notification to you or fill-out proxy form and send it back to the designated email address below, we may face the third adjournment of the AGM due to lack of participation.

我们指我们之前于 2021 年 12 月 22 日召开的年度会议通知，以在 2022 年 1 月 17 日召开会议；我们还提到了我们于 2022 年 1 月 27 日为 2022 年 2 月 28 日召开的年度股东大会的第二次通知，我们必须通知您，除非您，Eagle Health Holding Limited 的成员采取积极且重要的步骤来登记您的会议参与对发送给您的电子邮件通知回复“是”或填写代理表格并将其发送回以下指定的电子邮件地址，我们可能会因缺乏参与而面临第三次年度股东大会延期。

We apologized for inconvenience it may be caused to those members who have actively responded to our requests. But we have to maintain the turnout for the meeting (including those proxies) in order to collect the meaningful votes on resolutions which will impact on each member’s best interest and ownership of the company.

对于给积极响应我们要求的会员带来的不便，我们深表歉意。但我们必须保持会议（包括那些代理人）的投票率，以便就将影响每个成员的最佳利益和公司所有权的决议收集有意义的投票

We reiterate your participation of meeting is critical to the company as a whole.

我们重申您参加会议对整个公司至关重要。

With this notice please find,

有了这个通知，请找到

1. Proxy form. Please fill out and return to us on before 4 pm 21 February 2022 (Australian time)

代理表格。请在 2022 年 2 月 21 日（澳大利亚时间）下午 4 点之前填写并返回给我们

2. Agenda of the meeting

会议议程

3. Resolutions of the proposals that we sought to vote on. Please note, any questions and comments to be return to us on and before 4pm 17 February 2022. This will help us to run the meeting effectively on 28 February 2022.

我们寻求投票的提案的决议。请注意，任何问题和意见都将在 2022 年 2 月 17 日下午 4 点之前返回给我们。这将有助于我们在 2022 年 2 月 28 日有效地召开会议

4. Please send your vote “YES” or “NO” or “ABSTAIN” in the second page of this notice. And send to [arieluuxgz@gmail.com](mailto:arieluuxgz@gmail.com).

请在本通知第二页投出“YES”或“NO”或“ABSTAIN”的投票。并发送至 [arieluuxgz@gmail.com](mailto:arieluuxgz@gmail.com)。

All questions and proxy form to be sent to [arieluuxgz@gmail.com](mailto:arieluuxgz@gmail.com).

所有问题和代理表都发送到 [arieluuxgz@gmail.com](mailto:arieluuxgz@gmail.com)

Faithfully yours,

Chairman of the board Directors

## Annual Meeting Agenda

年会议程

28 February 2022

The Eagle Health Holding Limited (ACN616 382 515) members' 2021 annual meeting on 28 February 2022.

The Eagle Health Holding Limited (ACN616 382 515) 成员于 2022 年 2 月 28 日召开的 2021 年年会

1. Director' s 2021 company report (董事 2021 年公司报告)

2. Company' s acquisition plan (公司收购计划)

a. Divesting of Enjoy Hu International Co. Limited

出售 Enjoy Hu International Co. Limited

b. Acquisition Plan

收购计划

3. Vote for Resolutions

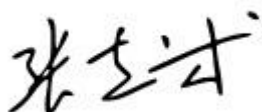
投票表决

4. Q & A

问答

5. Closing

结束



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Zhiwu Zhang,

Chairman of Board of Directors

Corporations Act 2001  
ASX Listing Rules Chapter 14 General Meeting Rules

2001 年公司法  
澳交所上市规则第 14 章股东大会规则

**Proxy Form**

代理表格

Eagle Health Holding Limited (“EHH”)  
(ACN 616382515)  
 (“the Company”)

Appointment of Proxy

委任代理人

\*I/\*We \_\_\_\_\_ (if a  
company, Strike out “I” and set out the full name of the company of,  
\_\_\_\_\_  
(address)

\*我/\*我们 \_\_\_\_\_ (如果是公司，删除“我”  
并列出公司的全名 \_\_\_\_\_ (地址)

A member (shareholder) of Eagle Health Holding Limited (“EHH”) holding \_\_\_\_\_  
number of shares of the company, appointed the following  
person, \_\_\_\_\_ of,  
\_\_\_\_\_ (address) as  
\*my/\*our \*general/\* special proxy to vote at annual general meeting of members to be held  
via Zoom on Monday 28 February 2022 at 4.00pm.

Eagle Health Holding Limited (“EHH”) 的一名成员 (股东) 持有 \_\_\_\_\_ 份公司股份，  
任命以下人员， \_\_\_\_\_ 为，

\_\_\_\_\_ (地址) 作为 \*my/\*our  
\*general/\* 特别代理人在 2022 年 2 月 28 日星期一下午 4 点通过 Zoom 举行的年度会  
员大会上投票

If you appoint proxy, in absence of your direction, your appointee is authorised to vote or abstain from voting on any resolution in his/her discretion.

如果您指定代理人，在没有您的指示的情况下，您的指定人有权自行决定对任何决议进行投票或弃权

If a member is appointing a special proxy, please indicate whether your vote is in favour/against or abstaining of the resolution.

如果成员指定特别代表，请说明您的投票是赞成/反对还是弃权

The chair of meeting is appointed as the proxy default. If the shareholder does not appoint another person to act as the shareholder's proxy, the Chair of the meeting is intended to vote "For" for undirected votes.

会议主席被任命为代理违约。如果股东未指定其他人担任股东代理人，则会议主席拟对无定向投票投“赞成”票。

It is expected the following resolutions maybe voted upon:

预计可能对以下决议进行表决

Amended Resolutions:

修正决议

TAB	Resolutions	For	Against	Abstain
1	Acquisition Plan 收购计划			
2	Resignation and Appointment of the Board Director(s) 董事的辞职和任命			
3	Granting power of Attorney to the new board directors to carry out all things to achieve company restructuring, acquire new assets, engaging new financial investors, achieving new listing goal 授予新一届董事会授权委托书，为实现公司重组、收购新资产、聘请新的财务投资者、实现新的上市目标而进行一切工作			
4	Resolution on EHH for purpose of acquiring Australian Local Healthcare Manufacturer and sales company 以收购澳大利亚本地医疗保健制造商和销售公司为目的的 EHH 决议			
5	Agreement of accepting financial investor to raise 10 million to 15 million Australian Dollars for the purpose of operation and sales which is more than 15% of current capital 同意接受金融投资者募集 1000 万至 1500 万澳元用于经营和销售，占流动资金 15%以上			
6	Relisting at ASX 在澳交所重新上市			
7	Resolution of divesting Enjoy Hu International Co. Limited from EHH by selling Enjoy Hu International Co. Limited			

	通过出售 Enjoy Hu International Co. Limited 从 EHH 剥离 Enjoy Hu International Co. Limited 的决议			
8	Appointments of new chairman and director of Enjoy Hu International Co Limited 享胡国际有限公司新任董事长及董事的委任			
9	Allowing variation of registration information of Enjoy Hu. 允许更改 Enjoy Hu 的注册信息			
10	Resolution of the agreement of the Equity and liability settlement between EHH shareholders and Mingwang Zhang, and Enjoy Hu International Co. Limited related companies EHH 股东与张明旺、Enjoy Hu International Co. Limited 关联公司股权及债务清偿协议的决议			
11	Appointing New Auditor 任命新审计师			

Only if a Special Proxy should you tick the relevant box indicating which way you wish to vote on each resolution.

只有当您需要特别代理人时，您才应在相关方框中打勾，表明您希望对每项决议进行投票。

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Signature above line

线上签名

Print your name here:

在此处打印您的姓名：

Dated:

日期：

I hold \_\_\_\_\_ number of shares of EHH.

我持有 \_\_\_\_\_ 股 EHH 的股票。



TAB 1

TAB 2

## **Resignation**

The Eagle Health Holding Limited

("the Company")

I, Mingwang Zhang, the chairperson of the Board Directors of "the Company", willingly resign from my position as the Chairperson of the Board Directors of "the Company" at the end of the Annual General Meeting of the members' meeting which is held on 28 February 2022. I will remain as a member of the Board of Directors.

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Mingwang Zhang

Date:

## **Nomination and Appointment**

The Eagle Health Holding Limited

(“the Company”)

I, Ping Yang, the director of “the Company” Nominates, Mr. Zhiwu Zhang to be the chairperson of the board directors of the company from the end of the Annual General Meeting of “the Company” from the end of the Annual General Meeting of members on 28 February 2022.

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Ping Yang, director

Date:

**Acceptance**

The Eagle Health Holding Limited

(“the Company”)

I, Zhiwu Zhang accepts the nomination to be the chairperson of the board directors of the company from the end of the Annual General Meeting of “the Company” from the end of the Annual General Meeting of members on 28 February 2022 when it is approved by the members’ resolution.

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Zhiwu Zhang, director

Date:



TAB 3

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**DEED GRANTING IRREVOCABLE POWER OF ATTORNEY**

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**The Eagle Health Holding Limited**

**(ACN 616382515)**

**Of 102 Fox Drive Dandenong South VIC 3175**

**(Grantor)**

**And**

**The Board of Directors of EHH**

**(Grantees)**



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**Date:**

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**Parties**

Name	<b>Eagle Health Holding Limited (EHH)</b>
ACN	<b>(ACN 616382515)</b>
Description	<b>Due Diligence, Restructure, Relisting and Issuing New Shares (Grantor)</b>

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Name	<b>The Board of Directors of the EHH (Grantees)</b>
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## RECITALS

(A) On 2022, the members of the Company held the 2021 Annual General Meeting.

2022年，公司成员召开了2021年度股东大会。

(B) The members of the Company passed a resolution for the purpose of restructuring of the company and relisting the Company through divesting, opening to Due Diligence, acquisition, issuing shares and dealing with existing employees.

公司成员通过剥离、开放尽职调查、收购、发行股份和处理现有员工等方式重组公司和重新上市公司的决议。

(C) The members have considered the possible adverse impacts on their rights, interests and ownership of the EHH.

成员已考虑其对EHH的权利、利益和所有权可能产生的不利影响

(D) The Board of directors is willing to accept the responsibility of organising the external professional teams to do the due diligence tasks and works.

董事会愿意承担组织外部专业团队开展尽职调查工作的责任

(E) The members of the company are willing to grant an irrevocable power of attorney to the Board of Directors to act their behalf in the subject matter of this DEED, namely, restructuring, opening for due diligence, relisting at ASX, issuing new shares, acquiring new assets, etc.

公司成员愿意向董事会授予不可撤销的授权书，代表他们就本契约的标的事项，即重组、开放尽职调查、在澳交所重新上市、发行新股，收购新资产等

### 1. Powers

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(a) The Attorneys may do anything which EHH has legal power to do in relation to or in connection with the Appointment Matters including, without limitation:

受权人可以做EHH具有法律权力的与任命事项相关或与之相关的任何事情，包括但不限于：

(i) executing and delivering any documents;

签署和交付任何文件

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(ii) commencing, conducting due diligence; and

开始、进行尽职调查；和

(iii) divesting assets for the purpose of the restructuring and relisting; and,

为重组和重新上市而剥离资产；和，

(iv) compromising any claim, right or entitlement of shareholders in relation to shares of the members;

损害股东对成员股份的任何索赔、权利或权利；

(b) EHH acknowledges, agrees and warrants that the Attorneys may exercise the powers conferred upon them by this deed in connection with their appointment in clause 1(a)

EHH 承认、同意并保证律师可以行使本契约赋予他们的与第 1(a) 条中的任命有关的权力

(c) EHH acknowledges, agrees and warrants that the Attorneys' orders, directions and instructions in respect of Appointment Matters shall prevail in the event of any inconsistency between orders, directions or instructions issued by or on behalf of EHH by its directors, servants or agents and by the Attorneys;

EHH 承认、同意并保证 EHH 指示、雇员或代表 EHH 之间发布的任何命令、指示或指示，如果以任何有关方面的命令、指示和指示的情况为准，则代表情况和律师

(d) EHH acknowledges, agrees and warrants that, notwithstanding the appointment of the Attorneys, the Attorneys have no obligation to exercise or cause to be exercised the powers of attorney conferred upon the Attorneys by this instrument for any individual members of EHH or as a whole except the omission to exercise the power within the limit of clause 1(a).

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EHH 承认、同意并保证，尽管任命了代理人，但代理人没有义务为 EHH 的任何个人成员或作为代理人行使或促使行使本文书授予代理人的授权。除了在第 1(a) 条的限制范围内不行使权力外。

- (e) EHH acknowledges all possible conflict interests in between and amongst EHH and its member or members and agrees and warrants that, notwithstanding the appointment of the Attorneys, the Attorneys have no obligation to exercise or cause to be exercised the powers of attorney conferred upon the Attorneys by this instrument for any individual members of EHH or as a whole except the omission to exercise the power within the limit of clause 1(a)

EHH 承认 EHH 与其成员之间的所有可能的利益冲突，并同意并保证，尽管任命了代理人，但代理人没有义务行使或促使行使授予的授权本文书中的律师代表 EHH 的任何个人或整体成员，但未在第 1(a) 条的限制内行使权力除外

## **2. Ratification & Compliance**

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- (a) EHH must ratify anything done by the Attorney pursuant to the power of attorney granted by this deed.

EHH 必须批准代理人根据本契约授予的授权书所做的任何事情。

- (b) EHH must comply with any request made by the Attorney to take any reasonable step in connection with an Appointment Matter or this deed including, without limitation, any request to facilitate the registration of this deed in any jurisdiction.

EHH 必须遵守律师提出的任何要求，以采取与任命事项或本契约有关的任何合理步骤，包括但不限于促进在任何司法管辖区登记本契约的任何请求

- (c) Power in clause 1(a) is irrevocable power.

第 1(a) 条中的权力是不可撤销的权力。

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### 3. Acknowledgement

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- (a) EHH acknowledges, agrees and warrants that this deed, and anything done under or pursuant to this deed:

EHH 承认、同意并保证本契约以及根据或根据本契约所做的任何事情：

- (i) is wholly without prejudice to any individual member' claims, rights and entitlements in relation to or in connection with the Appointment Matters;

完全不损害任何个别成员就委任事项或与委任事项有关的主张、权利和权利

- (ii) for the avoidance of doubt, is wholly without prejudice to any individual member or a few members' claims, rights and entitlements in relation to the claims, rights and entitlements in relation to or in connection with the Appointment Matters;

为免生疑问，完全不损害任何个别成员或少数成员就与委任事项有关或与委任事项有关的索偿、权利及应享权利的索偿、权利及应享权利；

### 4. Indemnity

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- (a) EHH shall indemnify and hold harmless each Attorney against any loss, cost, charge, liability or expense the Attorney may sustain or incur as a direct or indirect consequence of the exercise of any power under this deed including, without limitation, costs and expenses incurred in pursuing the subject matter of this DEED.

EHH 应赔偿每位受权人因行使本契约项下的任何权力而直接或间接遭受或招致的任何损失、成本、费用、责任或费用，包括但不限于费用和为追求本契约的标的而产生的费用。

- (b) The Attorneys shall have no liability to EHH in connection with the exercise or purported exercise of any power conferred by this deed.

律师不对 EHH 就行使或声称行使本契约赋予的任何权力承担任何责任

- (c) EHH shall indemnify and hold harmless each Attorney against any loss, cost, charge, liability, or expense the Attorney may sustain or incur as a direct or indirect consequence of the exercise of any power under this deed including,

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without limitation, costs and expenses incurred in pursuing the subject matter of this DEED

EHH 应赔偿每位律师并使其免受任何损失、成本、费用、责任或费用，因为律师根据本契约行使任何权力而直接或间接导致或招致的任何损失、成本、费用、责任或费用，包括但不限于成本以及为追求本契约的标的而产生的费用

## **5. Personal Liability and No Warranty**

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An Attorney's exercise of any power under this deed does not involve on the part of the Attorney, any partner of the Attorney or any entity of which the Attorney is an employee any personal liability in connection with that exercise or its consequences.

代理人根据本契约行使任何权力不涉及代理人、代理人的任何合伙人或代理人作为雇员的任何实体与该行使或其后果有关的任何个人责任。

## **6. Registration**

---

EHH must, upon request of any Attorney, register this deed in any jurisdiction where registration is necessary or advisable for validity. Any Attorney may register this deed and EHH will reimburse the Attorney for any costs of registration.

EHH 必须应任何律师的要求，在任何需要或建议进行注册以确保其有效性的司法管辖区注册本契约。任何律师都可以登记此契约，EHH 将向律师报销任何登记费用。

For the purpose of registration of irrevocable power of attorney with Land Registry Service of NSW, the consideration of AU\$200 to the board of directors who will act for the content of this irrevocable power of attorney.

为了在新南威尔士州土地注册处登记不可撤销的授权书，董事会将支付 200 澳元的代价，董事会将代表该不可撤销的授权书的内容。

## **7. Governing Law**

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This deed is governed by the laws of the State of New South Wales.

本契约受新南威尔士州法律管辖

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**EXECUTED as a deed**

**SIGNED SEALED and DELIVERED**  
by **EHH (ACN 616382515)** by a Director  
and Secretary in accordance with  
s.127 of the Corporations Act 2001:

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Signature of Director

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Signature of Director/Secretary

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Full Name of Signatory

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Full Name of Signatory

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TAB 4



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TAB 5

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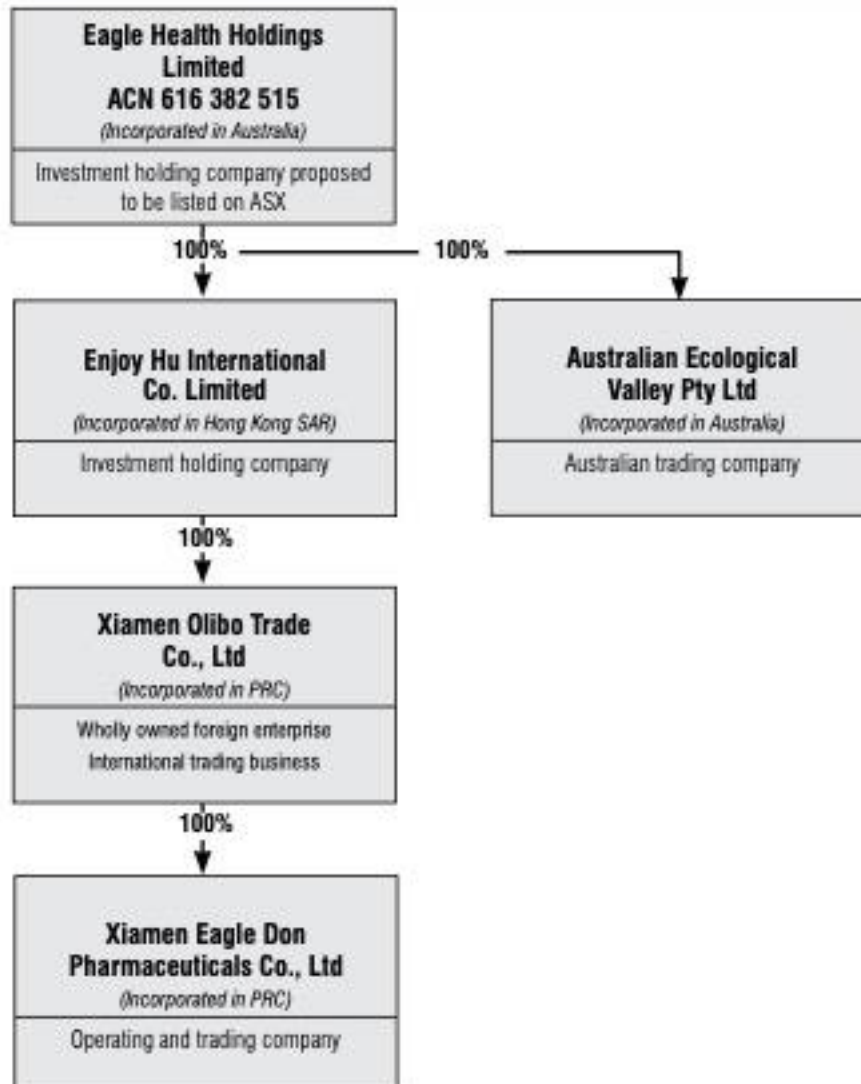
Tab 6

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Tab 7

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## Eagle Health Holdings Limited (ACN616 382 515) and Its Associated Companies



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**EAGLE HEALTH HOLDINGS LIMITED**

**AND**

**BUYER**

**AND**

**ENJOYHU INTERNATIONAL CO, LIMITED**

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**AGREEMENT FOR SALE OF SHARES**

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**THIS AGREEMENT** dated            day of            2022

**BETWEEN**    **Eagle Health Holding**  
                  of ,  
                  **(Vendor)**

**AND**  
  
                  Of,  
                  **(Purchaser)**

**AND**            **ENJOYHU INTERSTATIONAL CO., LIMITED**  
                  **Of, Room 8, 11/F, Wang Fai Industrial Building.**  
                  **(“THE COMPANY”)**

## **RECITALS**

- A.** The vendor is registered as the holder of 900,000 registered shares in the company. The shares were HK\$900,000 which were fully paid for by the vendor.  
卖方登记为公司 900,000 股记名股票的持有人。股份为 900,000 港元，已由卖方缴足。
- B.** The vendor has agreed to sell and the purchaser has agreed to purchase those shares for the price and upon the terms set out in this agreement.  
卖方已同意出售，而买方已同意按照本协议中规定的价格和条款购买这些股份
- C.** Subject to the parties' compliance with the terms of the agreement the company has consented to and agreed to be bound by the terms of this agreement.  
在各方遵守协议条款的前提下，公司已经同意并同意受本协议条款的约束

## **OPERATIVE PART**

### **1. Interpretation**

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This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

本协议受新南威尔士州法律管辖，双方服从该州法院的非专属管辖权。

In the interpretation of this agreement:

在本协议的解释中

- 
- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

对立法或立法条款的提及包括对立法和根据立法颁布的法定文书和条例的更改或重新制定;

- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;

表示单数的词语包括复数, 反之亦然, 表示个人或个人的词语包括法人团体, 反之亦然, 表示一种性别的词语包括所有性别, 并且对文件或协议的引用也意味着这些文件或协议已更改、更新或更换

- (c) Grammatical forms of defined words or phrases have corresponding meanings;

已定义词或短语的语法形式具有相应的含义

- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;

各方必须在以新南威尔士州首府为基准确定的日期和时间履行其义务

- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

提及的金额是指以澳大利亚联邦合法货币计算的金额;

- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

如果要做任何事情的日子或之前是星期六、星期日或公共假日, 则必须在下一个工作日进行;

- (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and

提及一方当事人意在约束其继承人、遗嘱执行人、管理人、继承人和受让人;和

- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.



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本协议规定的义务影响到一个以上的当事方，对它们具有共同约束力，而且每一方都对它们具有约束力

## 2. Agreement

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- a. The vendor agrees to sell and the purchaser agrees to purchase 900,000 shares in the company for the purchase price of \$ , 14 days after the date of this agreement (the settlement date).

卖方同意出售，买方同意在本协议日期（结算日）后 14 天以\$的购买价格购买该公司的 900, 000 股股份。

- b. The purchaser agrees to make a full payment of the purchase price on 15<sup>th</sup> day of this agreement to the following vendor's account,

买方同意在本协议的第 15 天将买方价全额支付给以下供应商的账户，

- c. The Vendor bears stamp duty payment which would be equivalent to 0.2% of the sales price.

卖方须缴付相当于销售价款 0.2%的印花税。

- d. The Vendor is responsible to vary the registration of the company in Hong Kong and deliver the variation of the company registration to the purchaser.

卖方负责更改公司在香港的注册，并将公司注册的变更交付给买方。

- e. Purchaser agrees on and after settlement, the purchaser is barred to use any intellectual properties of the vendor including but not limited to trademarks, trading names, publications, etc.

买方同意，和解后，买方不得使用卖方的任何知识产权，包括但不限于商标，商业名称，出版物等。

## 3. Settlement

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On the settlement date the vendors must:

在结算日，供应商必须：

- (a) Deliver up to the purchaser duly executed instruments of transfer of their shares; and

向买方交付已正式执行的股份转让票据;和

- (b) Cause a meeting of the directors of the company to be held at which the directors must approve and consent to the sale and transfer by the vendors to the purchaser of the vendor's shares.

召开公司董事会议，董事必须批准并同意卖方出售和转让卖方的股份。

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- (c) On the settlement date the purchaser must pay the purchase price to the vendor.

在结算日，买方必须向卖方支付购买价款。

#### **4. Registration**

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The company agrees to take all steps and carry out all acts to procure the registration on the settlement date of the purchaser, as the registered holder of title to the vendor's shares.

公司同意采取一切步骤并采取一切行动，在买方的结算日作为卖方股份所有权的注册持有人进行登记。

#### **5. Agreement to perfect**

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The parties agree to execute all documents and do all things as may be necessary and desirable, to better carry into effect the provisions of this agreement.

双方同意执行所有文件，并采取一切必要和可取的措施，以更好地实施本协议的规定。

#### **6. Vendor's warranties**

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##### **(a) Generally**

- (i) It is a condition of this agreement that each warranty is true and correct in every respect and is construed separately.

本协议的条件是，每项保证在各个方面都是真实和正确的，并单独解释。

- (ii) The vendor acknowledges that:

供应商承认：

- (1) The warranties have been given with the intention and for the purpose of inducing the purchaser to enter into this agreement; and

保证是有意的，并且是为了诱使买方签订本协议;和

- (2) The purchaser has entered into this agreement and agreed to the purchase price payable for the shares on the basis of and in full reliance upon the warranties.

买方已签订本协议，并同意在保证的基础上并完全依赖保证为股票支付的购买价格

- (iii) Prior to the settlement date, the vendor will take all such steps and provide all such information and documents with regard to the company as the purchaser may reasonably require, and will give the purchaser and its professional advisers full and free access to the

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records and accounts of the company, whether financial or otherwise, to enable them to fully investigate the accuracy of the warranties.

在结算日之前，卖方将采取所有此类步骤，并提供买方可能合理要求的有关公司的所有此类信息和文件，并允许买方及其专业顾问完全和自由地访问公司的记录和账户，无论是财务还是其他方面，使他们能够全面调查保修的准确性。

**(b) Vendor authority to sell**

- (i) The vendor is the registered and beneficial owner of their shares in the company.

卖方是其在公司股份的注册及实益拥有人。

- (ii) The vendor has full power and authority to sell and transfer to the purchaser good legal and equitable title to the shares, without the consent or authorisation of any person except consents required by the company.

卖方有充分的权力及授权，未经任何人同意或授权，向买方出售及转让有关股份的合法及公平所有权，除非本公司要求同意

**(c) The company's financial statements**

Other than matters disclosed to the purchaser in writing the books and accounts of the company truly and fairly reflect the company's affairs.

除在撰写时向买方披露的事项外，公司的账簿和账目真实、公正地反映了公司的事务。

**(d) Books and records**

The company's books, records and registers are in the possession of the company, and accurately record the details of all of the company's transactions, finances, assets and liabilities.

公司的账簿、记录和登记册均归公司所有，并准确记录公司所有交易、财务、资产和负债的详细信息。

**(e) Taxation**

- (i) Other than disclosed to the purchaser in writing the company has lodged or filed all tax and duty returns for all taxes including goods and services tax, capital gains tax, income tax, sales tax, fringe benefits tax, payroll tax, and group tax and has paid all amounts found due for payment and has accounted to the relevant trustees for all superannuation entitlements of employees of the company.

除以书面形式向买方披露外，公司已提交或提交了所有税款的所有纳税申报表，包括商品和服务税、资本利得税、所得税、销售税、附加

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福利税、工资税和团体税，并已支付所有应支付的金额，并已向相关受托人说明公司员工的所有退休金权利。

- (ii) No claim has or will be made against the company for payment by the company pursuant to the provisions of the Income Tax Assessment Act 1936 of any tax which is not shown, or included as a liability or provision in the balance sheet contained in the accounts.

根据 1936 年《所得税评估法》的规定，公司没有或将要向公司提出任何未显示或未作为负债或列在账目所载资产负债表中的税款的索赔。

- (iii) No federal, state or municipal body has any dispute with the company concerning the company's affairs.

任何联邦、州或市机构均不得就公司事务与公司发生任何争议。

**(f) Compliance with applicable laws**

Neither the vendor nor the company has breached, or caused a breach of:

供应商和公司均未违反或造成以下违规行为：

- (i) The company's constitution; or  
公司章程;或
- (ii) Any contract, agreement or instrument which binds the company; or  
对公司具有约束力的任何合同、协议或文书;或
- (iii) Any judgment, order, injunction or decree of any court commission or administrative body relating to the company or to the shares.

任何法院委员会或行政机构与公司或股份有关的任何判决、命令、禁令或法令。

Neither the company nor any of its officers, agents or employees, while performing their duties for the company, have breached the law. The company has not been notified that it has, or may have, breached the law regulating its affairs or the conduct of its business.

公司及其任何高级职员、代理人或员工在为公司履行职责时均未违反法律。该公司尚未被告知它已经或可能已经违反了规范其事务或其业务行为的法律。

**(g) Litigation and indebtedness**

Other than as disclosed to the purchaser in writing:

除以书面形式向买方披露的事项外：

- (i) The company is not a party to, or threatened with, any claim, litigation, prosecution or arbitration in any court, tribunal or otherwise;

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公司不是任何法院、法庭或其他方面的任何索赔、诉讼、起诉或仲裁的当事方或受到威胁;

- (ii) There are no unsatisfied judgments or arbitral awards against the company;

没有针对公司的未尽如人意的判决或仲裁裁决;

- (iii) The company is not being investigated for any breach of the law;

公司未因任何违法行为而受到调查;

- (iv) Neither the company nor any of its directors is aware of any breach of the law or of any circumstances which would give rise to a breach of the law, other than as disclosed to the purchaser in writing; and

公司及其任何董事均未知悉任何违反法律的行为或任何可能导致违反法律的情况, 除非以书面形式向买方披露;和

- (v) The company has met all deadlines for repayment of its debts.

公司已按时偿还债务

No petitions, notices or proceedings have come to the company's notice, which could result in it being wound up. No orders or resolutions have been made or passed to place the company in liquidation or provisional liquidation.

没有请愿书, 通知或诉讼程序引起公司的注意, 这可能导致其清盘。尚未下达或通过任何命令或决议将公司置于清算或临时清算状态。

(h) **Accuracy of disclosed information**

The vendor has disclosed to the purchaser all information which:

卖方已向买方披露以下所有信息:

- (i) Would be material for a purchaser in forming a decision whether or not to purchase the shares; and

对买方决定是否购买股份具有重要意义;和

- (ii) If either the vendor or the company becomes aware of anything which may constitute a breach of, or be inconsistent with any representation, warranty or undertaking in this agreement, they will notify the purchaser of its particulars promptly in writing.

如果卖方或公司知悉任何可能构成违反或与本协议中的任何陈述、保证或承诺不一致的内容, 他们将立即以书面形式通知买方其详情。

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**7. Time of essence**

The parties agree that time is in all respects of the essence of this agreement.

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双方同意，时间在各个方面都是本协议的本质。

## **8. Default**

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If the purchaser defaults in payment of any part of the purchase money or interest or other money payable under this agreement, or in the performance or observance of any condition applicable to this agreement, and if 14 days elapse after notice in writing specifying the default has been given by the vendor to the purchaser to remedy the default, and the default still continues, then the whole of the purchase money and other money owing or for the time being remaining unpaid under the agreement, notwithstanding anything in this agreement and without prejudice to any other rights of the vendor at their option, become immediately payable and recoverable.

如果买方拖欠支付根据本协议应付的购货款或利息或其他款项的任何部分，或未能履行或遵守适用于本协议的任何条件，如果在卖方以书面形式通知指明违约后 14 天已向买方发出违约补救，并且违约仍在继续，则整个购货款和其他欠款或暂时未支付，无论本协议中的任何内容如何，并且不损害卖方选择的任何其他权利，立即支付并可收回。

## **9. Notices**

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A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

必须以书面形式向一方发出通知或其他通信，并以下列方式之一交付给该方或该方的从业人员：

(a) Delivered personally; or

亲自交付；要么

(b) Posted to their address when it will be treated as having been received on the second business day after posting; or

在邮寄后的第二个工作日将被视为已收到的邮寄到他们的地址；要么

(c) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

通过电子邮件发送到他们的电子邮件地址，当它进入收件人的信息系统时将被视为已收到

## **10. Waiver or variation**

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(d) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

一方未行使或延迟行使权力或权利不构成对该权力或权利的放弃。

(e) The exercise of a power or right does not preclude:

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行使权力或权利不排除

(i) Its future exercise; or

其未来的工作；要么

(ii) The exercise of any other power or right.

行使任何其他权力或权利

(f) The variation or waiver of a provision of this agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing and executed by the parties.

本协议条款的变更或放弃或一方同意另一方偏离条款将无效，除非双方以书面形式签署并执行

## **11. Counterparts**

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This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

本协议可以在任意数量的副本中执行，每个副本都将是原件，但这些副本将共同构成一个相同的文书，并且协议的日期将是最后一方执行的日期

## **12. Costs**

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Each party will pay their own costs in relation to this agreement.

各方将自行支付与本协议有关的费用

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**Execution page**

**SIGNED AS AN AGREEMENT**

**EXECUTED BY** Eagle Health Holding

\_\_\_\_\_  
DIRECTOR

Name:

\_\_\_\_\_  
DIRECTOR

Name:

**SIGNED BY** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

\_\_\_\_\_  
Signature

**EXECUTED BY**

\_\_\_\_\_  
SOLE DIRECTOR/SECRETARY

Name:

\_\_\_\_\_  
Name:





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## Eagle Health Holdings Limited (ACN616 382 515) and Its Associated Companies

