



Q & M DENTAL GROUP (SINGAPORE) LIMITED

(Company Registration No. 200800507R)
(Incorporated in the Republic of Singapore)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “EGM”) of the shareholders of Q & M Dental Group (Singapore) Limited (the “Company”) will be held on 30 December 2015 at 11.00 a.m at 180 Kitchener Road, #B1-13/14 City Square Mall, Singapore 208539 for the purpose of considering and, if thought fit, passing with or without any modifications the following resolution:

All capitalised terms in the Notice of EGM shall, unless otherwise defined in this Notice of EGM, bear the respective meanings ascribed thereto in the circular to shareholders dated 15 December 2015.

AS ORDINARY RESOLUTION:

THE PROPOSED MATERIAL DILUTION OF 20% OR MORE OF THE COMPANY'S EQUITY INTEREST IN AIDITE, A PRINCIPAL SUBSIDIARY OF THE COMPANY, FOLLOWING ISSUANCE OF EQUITY INTEREST IN AIDITE TO LI HONGWEN AND LI BIN WHICH WILL DILUTE THE COMPANY'S EQUITY INTEREST IN AIDITE FROM 100% TO 51% IN LINE WITH THE COMPANY'S RECOGNITION OF ONLY 51% EQUITY INTEREST IN AIDITE SINCE THE COMPLETION OF THE ACQUISITION

That:

Approval be and is hereby given for a material dilution of 20% or more of the Company's equity interest in Aidite following the Proposed Subscription which will dilute the Company's equity interest in Aidite from 100% to 51%, in connection with the Proposed Spin-off, and any director of the Company be and is hereby authorised to complete and to do all acts and things as he may consider necessary, desirable or expedient to give effect to the matters referred to herein.

By Order of the Board

Dr Ng Chin Siau
Group Chief Executive Officer
15 December 2015

Notes:

- (1) A Shareholder entitled to attend and vote at the EGM may appoint not more than two (2) proxies to attend and vote in his/her stead. A Shareholder which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. A proxy need not be a Shareholder.
- (2) If a proxy is to be appointed, the instrument appointing a proxy must be duly deposited at the registered office of the Company at 81 Science Park Drive, #02-04, The Chadwick, Singapore Science Park I, Singapore 118257 not later than 48 hours before the time appointed for the holding of the EGM and/or any adjournment thereof.
- (3) The instrument appointing a proxy must be signed by the appointor or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised.
- (4) A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited as at 48 hours before the time fixed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a shareholder of the Company (i) consents to the collection, use and disclosure of the shareholder's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), (ii) warrants that where the shareholder discloses the personal data of the shareholder's proxy(ies) and/or representative(s) to the Company (or its agents), the shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the shareholder's breach of warranty.