



Q & M DENTAL GROUP (SINGAPORE) LIMITED

(Incorporated in the Republic of Singapore)

(Company Registration No. 200800507R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting (“EGM”) of the Company will be held at PARKROYAL on Kitchener Road, New Jade Room, 181 Kitchener Road, Singapore 208533 on 29 November 2019 at 5:30 p.m. for the purpose of considering and, if thought fit, passing with or without any amendments the following resolution:

All capitalised terms in the resolution below and defined in the Circular dated 14 November 2019 to the shareholders of the Company (the “**Circular**”) shall, unless otherwise defined herein, have the respective meanings ascribed thereto in the Circular.

ORDINARY RESOLUTION – THE PROPOSED DISPOSAL OF 36.000% OF THE REGISTERED CAPITAL OF AIDITE (QINHUANGDAO) TECHNOLOGY CO., LTD.

Resolved that:

- (a) approval be and is hereby given to the Company for the disposal of 36.000% of the registered capital of Aidite at the price of RMB360 million and on such terms and conditions of the share transfer agreement dated 10 October 2019 entered into between QMAI and the Buyers;
- (b) the Directors (or any one of them) be and are hereby authorised to take such steps and do all such acts and things (including without limitation, to sign, seal, execute and deliver all such documents and deeds), and to exercise such discretion in relation to the Proposed Disposal as they or he or she may deem fit, with such modifications thereto (if any) as they or he or she may consider necessary, desirable or expedient, in order to give full effect to this resolution; and
- (c) if required, the Common Seal of the Company be affixed to any document in accordance with the Constitution of the Company.

BY ORDER OF THE BOARD

Dr Ng Chin Siau
Group Chief Executive Officer
14 November 2019

Notes:

- (a) A member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote in his stead at the EGM. Where a member appoints more than one proxy, he shall specify the proportion of his shareholding to be represented by each proxy in the form of proxy. A proxy need not be a member of the Company.
- (b) A member who is a relevant intermediary is entitled to appoint one or more proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Relevant intermediary has the meaning ascribed to it in Section 181 of the Companies Act.
- (c) If the appointer is a corporation, the proxy must be executed under seal or the hand of its duly authorised officer or attorney.
- (d) The instrument appointing a proxy must be deposited at the Registered Office of the Company at 81 Science Park Drive #02-04, The Chadwick, Singapore 118257 not less than 48 hours before the time appointed for holding 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 of the Company (the “Meeting”) and/or any adjournment thereof, a member of the Company: (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing, administration and analysis by the Company (or its agents) of proxy(ies) and representative(s) appointed for the Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the Meeting (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 member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents), the member 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 member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member’s breach of warranty.