

SALCON BERHAD ("SALCON" OR THE "COMPANY")

I. PROPOSED ACQUISITION OF TRIA DENTAL; AND

II. PROPOSED ACQUISITION OF WS DENTAL

1. INTRODUCTION

The Board of Directors of Salcon ("**Board**") wishes to announce that Bloom Healthcare Dental (Northern) Sdn Bhd ("**BHDN**" or the "**Purchaser**"), an indirect 85%-owned of Bloom Healthcare Group Sdn Bhd ("**BHG**"), which in turn is a direct 90%-owned subsidiary of Salcon, had on 21 April 2025, entered into the following:-

- (i) a conditional share sale agreement ("**Tria Dental SSA**") with Freeda Woon Binti Faiza Woon Tai Keat, Chay Siew Han and Brenda Sim Pei Ling (collectively, the "**Tria Dental Vendors**" or the "**Tria Dental Grantees**") for the proposed acquisition by BHDN of 703 ordinary shares in Tria Dental Group Sdn Bhd ("**Tria Dental**") ("**Tria Dental Share(s)**"), representing 70% equity interest in Tria Dental, for a purchase consideration of RM3,696,000 to be satisfied entirely via cash, subject to the terms and conditions contained in the Tria Dental SSA ("**Proposed Acquisition of Tria Dental**");
- (ii) a conditional share sale agreement ("**WS Dental SSA**") with Kenneth Wong Pak Ken and Brenda Sim Pei Ling ("**WS Dental Grantee**") (collectively, the "**WS Dental Vendors**") for the proposed acquisition by BHDN of 42,000 ordinary shares in WS Dental Group Sdn Bhd ("**WS Dental**") ("**WS Dental Share(s)**"), representing 70% equity interest in WS Dental, for a purchase consideration of RM6,160,000 to be satisfied entirely via cash, subject to the terms and conditions contained in the WS Dental SSA ("**Proposed Acquisition of WS Dental**");
- (iii) a put option agreement ("**Tria Dental Put Option Agreement**") with the Tria Dental Grantees wherein the Purchaser agrees to grant an option ("**Tria Dental Put Option**") in favour of the Tria Dental Grantees for the remaining 300 Tria Dental Shares, representing the remaining 30% equity interest in Tria Dental, subject to the terms and conditions contained in the Tria Dental Put Option Agreement; and
- (iv) a put option agreement ("**WS Dental Put Option Agreement**") with the WS Dental Grantee wherein the Purchaser agrees to grant an option ("**WS Dental Put Option**") in favour of the WS Dental Grantee for the remaining 18,000 WS Dental Shares, representing the remaining 30% equity interest in WS Dental, subject to the terms and conditions contained in the WS Dental Put Option Agreement.

(collectively, the "**Proposed Acquisitions**").

In conjunction thereto, BHDN, had on even date entered into the shareholders' agreements with the Tria Dental and WS Dental Vendors to regulate their respective rights and obligations as shareholders of Tria Dental and WS Dental and in respect of the management and business affairs of Tria Dental and WS Dental.

Further details of the Proposed Acquisitions are set out in the ensuing sections.

2. DETAILS OF THE PROPOSED ACQUISITIONS

2.1 PROPOSED ACQUISITION OF TRIA DENTAL

Pursuant to the Tria Dental SSA, the Tria Dental Vendors have agreed to sell and the Purchaser has agreed to purchase 703 ordinary shares in Tria Dental ("**Tria Dental Sale Shares**"), representing 70% equity interest in Tria Dental, free from all encumbrances and with all rights, benefits and other entitlements attaching to the Tria Dental Sale Shares, for a purchase consideration of RM3,696,000 on the terms and conditions contained in the Tria Dental SSA. A summary of the salient terms of the Tria Dental SSA are set in **Appendix I** of this announcement.

Moreover, pursuant to the Tria Dental Put Option Agreement, in consideration of RM10 only paid by the Tria Dental Grantees to BHDN, BHDN hereby grants the Tria Dental Grantees the Tria Dental Put Option on the exercise of which the Tria Dental Grantees shall be entitled to sell all and not part of the Tria Dental Put Option Shares at any time within the Tria Dental Put Option Period (as defined in **Appendix II**) and the Purchaser and/or its nominated party(ies) shall become bound to complete the sale of the Tria Dental Put Option Shares held by the Tria Dental Grantees in Tria Dental as stipulated in the Tria Dental Put Option notice given by the Tria Dental Grantees to the Purchaser on the transfer terms. A summary of the salient terms of the Tria Dental Put Option Agreement are set in **Appendix II** of this announcement.

Upon completion of the Proposed Acquisition of Tria Dental, Tria Dental will become a 70%-owned subsidiary of the Purchaser. Furthermore, in the event of the exercise of the Tria Dental Put Option by the Tria Dental Grantees, Tria Dental will become a wholly-owned subsidiary of the Purchaser.

2.1.1 Information on Tria Dental

Tria Dental was incorporated on 24 January 2022 in Malaysia as a private limited company. As at 31 March 2025, being the latest practicable date of this announcement ("**LPD**"), Tria Dental has a total issued share capital of RM1,003 comprising 1,003 Tria Dental Shares. As at the LPD, Tria Dental does not have any convertible securities. Tria Dental is principally involved in specialist dental services, dental care, other related services and investment holdings.

As at the LPD, Tria Dental operates 1 dental clinic, located at the following address:

Clinic	TRIA Dental Specialist Centre (Periodontics & Endodontics)
Address	273 & 275 (Ground & First Floor), Jalan Burma, Pulau Tikus, 10350 George Town, Pulau Pinang

As at the LPD, the directors/ substantial shareholders and their respective shareholdings in Tria Dental are as follows:-

Name	Designation	Nationality	No. of shares	%
Brenda Sim Pei Ling	Director	Malaysian	335	33.4
Chay Siew Han	Director	Malaysian	334	33.3
Freeda Woon Binti Faiza Woon Tai Keat	Director	Malaysian	334	33.3

As at the LPD, Tria Dental does not have any subsidiary, associate or joint venture companies.

A summary of the key financial information of Tria Dental since incorporation and up to financial year ended ("**FYE**") 30 April 2024 is set out below:-

	FYE 30 April	
	2023* RM'000	2024 RM'000
Revenue	2.5	2,087
Gross profit	0.7	1,658
Profit/ (loss) after taxation (" PAT "/" LAT ")	(290)	(186)
Net asset (" NA ")	(290)	(476)
Cash flow from operating activities	(214)	286
Cash and bank balances	19	353
Bank borrowings	466	771
Gearing ratio (times)	N.A.	N.A.

Note:-

* From 24 January 2022 (date of incorporation) to 30 April 2023.

2.1.2 Basis and justification of arriving at the purchase consideration of Tria Dental

The purchase consideration of Tria Dental of RM3,696,000 was arrived at, on a willing-buyer willing-seller basis, after taking into consideration the cumulative profit guarantee of normalised operating PAT amounting to RM1,320,000 provided by the Tria Dental Vendors to the Purchaser for the financial year ending 31 December 2026 and 31 December 2027 ("**Tria Dental Profit Guarantee**").

Based on the implied valuation of the 100% interest in Tria Dental, the purchase consideration of Tria Dental represents a price-to-earning ("**P/E**") multiple of 8 times of the average normalised operating PAT of RM660,000 per financial year. The Board is of the opinion that the Tria Dental Profit Guarantee is realistic, after taking into consideration the following:-

- (i) the historical financial track record of Tria Dental as set out in **Section 2.1.1** of this announcement, particularly in which Tria Dental has registered a significant increase in revenue in the latest FYE 30 April 2024 despite only commencing business in 2022. The Board also took cognisance that the LAT registered during FYE 30 April 2023 and FYE 30 April 2024 were mainly due to initial operational gestation period partly associated with the purchase of dental assets and equipment. However, the business remains a going concern as signs of recovery can be seen from the improved revenue growth and a positive turnaround from the increase of cash flows from operating activities; and
- (ii) the rationale and benefits to be accrued to Salcon and its subsidiaries ("**Salcon Group**" or the "**Group**") through the Proposed Acquisitions as set out in **Section 3** of this announcement.

2.2 PROPOSED ACQUISITION OF WS DENTAL

Pursuant to the WS Dental SSA, the WS Dental Vendors have agreed to sell and the Purchaser has agreed to purchase 42,000 ordinary shares in WS Dental ("**WS Dental Sale Shares**"), representing 70% equity interest in WS Dental, free from all encumbrances and with all rights, benefits and other entitlements attaching to the WS Dental Sale Shares, for a purchase consideration of RM6,160,000 on the terms and conditions contained in the WS Dental SSA. A summary of the salient terms of the WS Dental SSA are set in **Appendix III** of this announcement.

In addition, pursuant to the WS Dental Put Option Agreement, in consideration of RM10 only paid by the WS Dental Grantee to BHDN, BHDN hereby grants the WS Dental Grantee the WS Dental Put Option on the exercise of which the WS Dental Grantee shall be entitled to sell all and not part of the WS Dental Put Option Shares at any time within the WS Dental Put Option Period (as defined in **Appendix IV**) and the Purchaser and/or its nominated party(ies) shall become bound to complete the sale of the WS Dental Put Option shares held by the WS Dental Grantee in WS Dental as stipulated in the WS Dental Put Option notice given by the WS Dental Grantee to the Purchaser on the transfer terms. A summary of the salient terms of the WS Dental Put Option Agreement are set in **Appendix IV** of this announcement.

Upon completion of the Proposed Acquisition of WS Dental, WS Dental will become a 70%-owned subsidiary of the Purchaser. Furthermore, in the event of the exercise of the WS Dental Put Option by the WS Dental Grantee, WS Dental will become a wholly-owned subsidiary of the Purchaser.

2.2.1 Information on WS Dental

WS Dental was incorporated on 27 April 2015 in Malaysia as a private limited company. As at LPD, WS Dental has a total issued share capital of RM60,000 comprising 60,000 WS Dental Shares. As at the LPD, WS Dental does not have any convertible securities. WS Dental is principally involved in dentistry services.

As at the LPD, WS Dental operates 2 dental clinics, located at the following addresses:

Clinic	Wong & Sim Dental Surgery (Summerton)	Wong & Sim Dental Surgery (Pulau Tikus)
Address	No. 110-02-26, Summerton, Persiaran Bayan Indah, 11900 Bayan Lepas, Pulau Pinang	277, Ground Floor & 1 st Floor, Jalan Burma, George Town, 10350 George Town, Pulau Pinang

As at the LPD, the directors/ substantial shareholders and their respective shareholdings in WS Dental are as follows:-

Name	Designation	Nationality	No. of shares	%
Kenneth Wong Pak Ken	Director	Malaysian	30,000	50.0
Brenda Sim Pei Ling	Director	Malaysian	30,000	50.0

As at the LPD, WS Dental does not have any subsidiary, associate or joint venture companies.

A summary of the key financial information of WS Dental for the past 3 financial years up to FYE 30 April 2024 is set out below:-

	FYE 30 April		
	2022 RM'000	2023 RM'000	2024 RM'000
Revenue	3,806	4,854	5,000
Gross profit	3,066	3,813	4,141
PAT/LAT	351	619	(39)
NA	1,684	1,604	159
Cash flow from operating activities	618	677	773
Cash and bank balances	979	1,235	1,140
Bank borrowings	636	454	292
Gearing ratio (times)	0.4	0.3	1.8

2.2.2 Basis and justification of arriving at the purchase consideration of WS Dental

The purchase consideration of WS Dental of RM6,160,000 was arrived at, on a willing-buyer willing-seller basis, after taking into consideration the cumulative profit guarantee of normalised operating PAT amounting to RM2,200,000 only provided by the WS Dental Vendors to the Purchaser for the financial year ending 31 December 2026 and 31 December 2027 ("**WS Dental Profit Guarantee**"). Based on the implied valuation of the 100% interest in WS Dental, the purchase consideration of WS Dental represents a P/E multiple of 8 times of the average normalised operating PAT of RM1,100,000 per financial year. The Board is of the opinion that the WS Dental Profit Guarantee is realistic, after taking into consideration the following:-

- (i) the historical financial track record of WS Dental as set out in **Section 2.2.1** of this announcement. The Board took cognisance that WS Dental has registered a steady revenue and profitability stream over the financial track record periods, save for FYE 30 April 2024 which registered LAT of approximately RM0.04 million mainly due to the increase in general and administrative expenses arising from expansion of staff force and incurrence of marketing and consultancy fees which are one-off in nature.

Further, WS Dental has been consistently generated positive cash flow from operating activities over the financial track record period; and

- (ii) the rationale and benefits to be accrued to Salcon Group through the Proposed Acquisitions as set out in **Section 3** of this announcement.

2.3 Valuation statistics of the Proposed Acquisitions

Further, in justifying the reasonableness of the purchase consideration of Tria Dental and WS Dental (collectively, the "**Purchase Considerations**"), reference was made to the P/E multiples of the listed comparable companies which carry similar principal activities to that of Tria Dental and WS Dental. In respect of the comparable company analysis as set out in the table below, please take note that there is no one comparable company that may be identical to the business activities of Tria Dental and WS Dental in terms of composition of business, scale of operations, geographical spread of activities, track record, asset base, risk profile, future prospects and other criteria.

Table: The valuation statistics of the comparable companies using P/E multiples

Company	Country of listing	Latest FYE	Principal activities	Market capitalisation as at the LTD	P/E times
Q&M Dental Group (Singapore) Limited (" Q&M ")	Singapore	31 December 2024	Q&M is a private dental healthcare provider with a network of dental clinics in Singapore. Q&M offers comprehensive range of primary care dental services, as well as specialist services.	SGD265.70 million	18.15
Dental Corporation Public Company Limited (" Dental Corp ")	Thailand	31 December 2024	Dental Corp principally engages in providing dental services, dental laboratory services and distribution of dental supplies and equipment in Thailand.	THB814.43 million	16.14
				High	18.15
				Low	16.14
				Average	17.15
WS Dental (included herein for comparison purpose)					8.00
Tria Dental (included herein for comparison purpose)					8.00

(Source: Bloomberg, latest available annual reports and/ or latest published interim full year results of the respective companies as at the last trading date prior the announcement of the Proposed Acquisitions ("**LTD**"))

Based on the above table, the forward P/E multiple of WS Dental and Tria Dental of 8.0 times are below the range of P/E multiples of the comparable companies' times of 18.15 times and 16.14 times.

Premised on the above, the Board deemed the Purchase Considerations reasonable after taking into consideration the valuation statistics of the comparable companies, as well as taking into consideration the rationale and potential benefits which may be accrued to Salcon Group arising from the Proposed Acquisitions.

2.4 MODE OF SETTLEMENT AND SOURCE OF FUNDING

Pursuant to the terms of the Tria Dental SSA and WS Dental SSA (collectively, the "**SSAs**"), the mode of settlement of the Purchase Considerations shall be in the following manner:-

Proposal	Payment terms/timing	Amount RM'000
Proposed Acquisition of Tria Dental	i. Cash deposit, payable to the Purchaser's solicitors as stakeholder for the Tria Dental Vendors upon the execution of the Tria Dental SSA. For avoidance of doubt, the deposit shall be refundable in the event the condition precedents are not satisfied	370
	ii. Escrow Sum, payable to the escrow agent which shall retain the sum in the escrow account to be held as security for the Tria Dental Profit Guarantee	924
	iii. Remaining cash payment, payable within 14 days from the date of the Tria Dental Vendors fulfilling the last of the conditions precedent on the part to be performed by the Tria Dental Vendors	2,402
Sub-total		3,696
Proposed Acquisition of WS Dental	i. Cash deposit, payable to the Purchaser's solicitors as stakeholder for the WS Dental Vendors upon the execution of the WS Dental SSA. For avoidance of doubt, the deposit shall be refundable in the event the condition precedents are not satisfied	616
	ii. Escrow Sum, payable to the escrow agent which shall retain the sum in the escrow account to be held as security for the WS Dental Profit Guarantee	1,540
	iii. Remaining cash payment, payable within 14 days from the date of the WS Dental Vendors fulfilling the last of the conditions precedent on the part to be performed by the WS Dental Vendors	4,004
Sub-total		6,160
TOTAL		9,856

The Purchaser intends to fund the cash consideration amounting to RM9,856,000 in respect of the Purchase Considerations through advances and/or shareholder's loan from the Company.

In the event the Tria Dental Put Option is exercised by the Tria Dental Grantees, the Tria Dental Put Option price shall be based on the agreed multiple of 8 times multiplied by the normalised operating PAT as set out in **Section 2, Appendix II** of this announcement, BHDN shall make the necessary payment to the Tria Dental Grantees in exchange of the effective transfer of the Tria Dental Put Option Shares in favour of BHDN, which may be paid in cash or in kind e.g. shares (the value of such consideration shares or assets in lieu of cash shall be mutually agreed by both parties or else determined by a mutually appointed valuer). If in the form of cash payment, BHDN intends to fund the cash payment in respect of the Tria Dental Put Option, if exercised by the Tria Dental Grantees, through a combination of internally generated funds and/ or bank borrowings, the quantum of which can only be ascertained at the material time of exercise of the Tria Dental Put Option.

In the event the WS Dental Put Option is exercised by the WS Dental Grantee, the WS Dental Put Option price shall be based on the agreed multiple of 8 times multiplied by the normalised operating PAT as set out in **Section 2, Appendix IV** of this announcement, BHDN shall make the necessary payment to the WS Dental Grantee in exchange of the effective transfer of the WS Dental Put Option Shares in favour of BHDN, which may be paid in cash or in kind e.g. shares (the value of such consideration shares or assets in lieu of cash shall be mutually agreed by both parties or else determined by a mutually appointed valuer). If in the form of cash payment, BHDN intends to fund the cash payment in respect of the WS Dental Put Option, if exercised by the WS Dental Grantee, through a combination of internally generated funds and/ or bank borrowings, the quantum of which can only be ascertained at the material time of exercise of the WS Dental Put Option.

2.5 Liabilities to be assumed

Save for the obligations and liabilities in and arising from, pursuant to or in connection with the SSAs, there are no other liabilities, including contingent liabilities and/ or guarantees, to be assumed by Salcon Group arising from the Proposed Acquisitions.

2.6 Additional financial commitment required

Upon completion of the Proposed Acquisitions, there are no additional financial commitments to be incurred by Salcon Group to put the business of the Proposed Acquisitions on-stream, in view that they are already on-going business entities.

2.7 Information on Tria Dental Vendors

2.7.1 Brenda Sim Pei Ling ("Dr. Brenda")

Dr. Brenda, a Malaysian aged 40, is currently a Director and Principal Dentist at Tria Dental Specialist Centre and Wong & Sim Dental Clinic. Dr. Brenda received her Bachelor of Dental Surgery from AIMST University. She continued her studies at The University of Manchester where she received her Master's in Restorative & Aesthetic Dentistry.

As at the LPD, she does not hold any ordinary shares in Salcon ("**Salcon Share(s)**" or "**Share(s)**") and is not connected to any directors and major shareholder of Salcon.

2.7.2 Chay Siew Han ("Dr. Chay")

Dr. Chay, a Malaysian aged 56, is currently a Director and Orthodontist at Tria Dental Specialist Centre. Dr. Chay is a dental graduate from the University of Malaya. After gaining experience as a Dental Surgeon, she completed her specialty training in Orthodontics (braces) in the University of Hong Kong (HKU), obtaining a Master of Orthodontics (MOrth). She also practiced as an Associate Consultant in Orthodontics in the National University Hospital, Singapore. Later, she obtained her membership in Orthodontics from the Royal College of Dental Surgeons of Edinburgh (UK).

As at the LPD, she does not hold any Salcon Shares and is not connected to any directors and major shareholder of Salcon.

2.7.3 Freeda Woon Binti Faiza Woon Tai Keat ("Dr. Freeda")

Dr. Freeda, a Malaysian aged 46, is currently a Director and Periodontist at Tria Dental Specialist Centre. Dr. Freeda received her Doctor of Dental Surgery (DDS) with distinction from University Science Malaysia in 2005. She received specialised training in periodontology at Guy's Hospital London, which involves three years of post-graduate education and earned her Master of Clinical Dentistry (MClinDent in Periodontology) with distinction. In the same year, she obtained her membership in Periodontics from Royal College of Surgeon of Edinburgh (United Kingdom).

As at the LPD, she does not hold any Salcon Shares and is not connected to any directors and major shareholder of Salcon.

2.8 Information on WS Dental Vendors

2.8.1 Dr. Brenda

Please refer to **Section 2.7.1** of this announcement for Dr. Brenda's profile.

2.8.2 Kenneth Wong Pak Ken ("Dr. Kenneth")

Dr. Kenneth, a Malaysian aged 36, is currently a Director and Principal Dentist at Wong & Sim Dental Clinic. Dr. Kenneth received his Bachelor of Dental Surgery from AIMST University. He continued his studies at The University of Manchester where he received his Master's in Restorative & Aesthetic Dentistry. Additionally, he completed his surgical and prosthetic implants certificate training from American Association of Implant Dentistry.

As at the LPD, he does not hold any Salcon Shares and is not connected to any directors and major shareholder of Salcon.

3. RATIONALE FOR THE PROPOSED ACQUISITIONS

The Proposed Acquisitions represents an ongoing growth strategy of Salcon Group within their Healthcare Division to expand its businesses related to the provision of healthcare related services. Having established the Healthcare division in 2024, the Group has already acquired several dental services providers through its subsidiaries, notably SPH Dental under BHG, and Kee Vee Dental under SPH Healthcare & Wellness Sdn Bhd (which was subsequently transferred internally to the Purchaser due to internal reorganisation).

The Proposed Acquisitions also presents the Group an investment opportunity to expand its healthcare market presence and geographical coverage from Klang Valley to Penang by acquiring the expertise, experience and network presence of Tria Dental and WS Dental which are both involved in the provision of dental services. This opportunity enables the Group to further enhance and uphold competitive advantage within the overall healthcare sector. With the Proposed Acquisitions in hand, the Group can potentially grow its revenue base and generate additional income streams, in parallel, achieve a broader customer reach through the expansion of their Healthcare Division.

Barring any unforeseen circumstances, the Board believes that the Proposed Acquisitions could potentially bode well for the long-term growth prospect of the Group's Healthcare Division.

4. RISK FACTORS

4.1 Non-completion of the Proposed Acquisitions

The completion of the Proposed Acquisitions are subject to, amongst others, the fulfilment of the conditions precedent as set out in the SSAs as disclosed in **Appendix I and III** of this announcement. In the event any of the conditions precedent are not fulfilled, the Proposed Acquisitions may not be completed, which may result in the failure of Salcon Group to achieve the objectives and benefits of the Proposed Acquisitions.

Notwithstanding that, the Board and management of Salcon shall use their best endeavours to ensure there is no delay in fulfilling all the conditions precedent set out in the SSAs, and to procure all necessary approvals within the stipulated timeframe.

4.2 Investment risk

There can be no assurance that the anticipated benefits from the Proposed Acquisitions will be realised, and the enlarged Salcon Group will be able to generate sufficient revenue to offset the associated costs arising from the Proposed Acquisitions.

Notwithstanding that, the management will seek to mitigate such risks by conducting periodic assessments and reviews and to monitor the progress and performance of Tria Dental and WS Dental. Additionally, the management will continue to exercise due care and take appropriate measures such as, amongst others, identify and evaluate the risk in planning the successful integration of Tria Dental and WS Dental with its existing business operations.

5. EFFECTS OF THE PROPOSED ACQUISITIONS

5.1 Share capital and substantial shareholding structure

The Proposed Acquisitions will not have any effect on the issued share capital and the substantial shareholding structure of Salcon, as the Proposed Acquisitions do not involve any issuance of Salcon Shares.

5.2 NA and gearing level

Based on the latest audited consolidated financial statements of Salcon Group as at 31 December 2023, and on the assumption that the Proposed Acquisitions have been completed on that date, the pro forma effects of the Proposed Acquisitions on the consolidated NA and gearing of Salcon are as follows:-

	Audited as at 31 December 2023 RM'000	I After the Proposed Acquisitions RM'000	II After I and assuming exercise of Put Options RM'000
Share capital	458,276	458,276	458,276
Reserves	(6,418)	(6,418)	(6,418)
Accumulated losses	(62,783)	(62,873) ^{*1}	(62,873)
Shareholders' fund/NA	389,075	388,985	388,985
No. of shares ('000) (excl. treasury shares)	1,012,081	1,012,081	1,012,081
NA per share (RM)	0.38	0.38	0.38
Total borrowings (RM'000)	58,334	59,396 ^{*2}	59,396
Gearing level (times)	0.15	0.15	0.15

Notes:-

^{*1} After deducting estimated expenses of approximately RM0.09 million in relation to the Proposed Acquisitions.

^{*2} After consolidating the total borrowings of Tria Dental and WS Dental as at 30 April 2024 amounting to RM1.062 million.

5.3 Earnings and earnings per share ("EPS")

The Proposed Acquisitions are not expected to have any material effect on the earnings and EPS of Salcon Group for the financial year ending 31 December 2025. However, barring any unforeseen circumstance, the Proposed Acquisitions may contribute positively to the consolidated earnings of the Group in the future financial years.

Purely for illustration purpose, assuming that the Proposed Acquisitions had been completed on 1 January 2023, being the beginning of the latest audited FYE 31 December 2023, the pro-forma effects of the Proposed Acquisitions on the earnings of Salcon Group are as follows:-

	Audited FYE 31 December 2023 RM'000	I After the Proposed Acquisitions ^{*1} RM'000	II After I and assuming exercise of Put Options ^{*2} RM'000
LAT attributable to owners of the Company	(21,193)	(21,313)	(21,485)
Weighted average no. of shares in issue ('000)	1,006,202	1,006,202	1,006,202
Basic (loss) per share (sen)	(2.11)	(2.12)	(2.14)

Notes:-

- ^{*1} After accounting for Tria Dental's audited LAT of RM0.186 million and WS Dental's audited LAT of RM0.039 million based on the FYE 30 April 2024, represented by 70% equity interest in Tria Dental and WS Dental to be acquired by BHDN (an indirect 85%-owned of BHG, which is a direct 90%-owned subsidiary of Salcon) under the Proposed Acquisitions.
- ^{*2} After accounting for Tria Dental's audited LAT of RM0.186 million and WS Dental's audited LAT of RM0.039 million based on the FYE 30 April 2024, represented by 100% equity interest in Tria Dental and WS Dental to be acquired by BHDN (an indirect 85%-owned of BHG, which is a direct 90%-owned subsidiary of Salcon) under the Proposed Acquisitions and assuming after the exercise of Put Options.

Notwithstanding the above, the impact of the Proposed Acquisitions on the earnings and EPS of Salcon Group moving forward will depend on the future earnings generated from the operations of Tria Dental and WS Dental.

6. HIGHEST PERCENTAGE RATIO APPLICABLE

The highest percentage ratio applicable pursuant to Paragraph 10.02(g) of the Listing Requirements is approximately 3.62%, calculated based on the aggregate value consideration attributable to the 100% interest in Tria Dental and WS Dental to be acquired under the Proposed Acquisitions (assuming the both the Tria Dental Put Option and the WS Dental Put Option are exercised by the Tria Dental Grantees and WS Dental Grantee respectively), over the audited consolidated NA of Salcon as at 31 December 2023.

7. APPROVALS REQUIRED

The Proposed Acquisitions are not subject to the approval of the shareholders of Salcon.

The Proposed Acquisitions are not conditional upon each other, and are not conditional upon any other proposals undertaken or to be undertaken by the Company.

8. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/ OR PERSONS CONNECTED TO THEM

None of the Directors, major shareholders of the Company and/ or persons connected to them have any interest, whether direct or indirect, in the Proposed Acquisitions.

9. DIRECTORS' STATEMENT

The Board, having considered all aspects of the Proposed Acquisitions, including but not limited to the salient terms of the SSAs, basis and justification of arriving at the Purchase Considerations, rationale and justification for the Proposed Acquisitions, and the financial effects of the Proposed Acquisitions, is of the opinion that the Proposed Acquisitions are in the best interests of the Company.

10. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all required approvals being obtained, the Board expects the Proposed Acquisitions to be completed by the second quarter of 2025.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the SSAs and Put Option Agreements are available for inspection at the registered office of the Company at 15th Floor, Menara Summit, Persiaran Kewajipan, USJ 1, 47600 UEP Subang Jaya, Selangor Darul Ehsan, during the normal business hours from Monday to Friday (except public holidays) for a period being not less than 3 months from the date of this announcement.

This announcement is dated 21 April 2025.

SALIENT TERMS OF TRIA DENTAL SSA

The following is a summary of the salient terms of the Tria Dental SSA:-

Parties involved	<p>Vendors:</p> <ul style="list-style-type: none"> i. Brenda Sim Pei Ling ii. Chay Siew Han iii. Freeda Woon Binti Faiza Woon Tai Keat <p>Purchaser: Bloom Healthcare Dental (Northern) Sdn Bhd</p> <p>Target assets: Tria Dental Group Sdn Bhd</p>
Purchase consideration	<ul style="list-style-type: none"> (i) In consideration of the Purchase Consideration of Tria Dental to be satisfied by the Purchaser pursuant to the terms of the Tria Dental SSA, the Tria Dental Vendors as legal and beneficial owner of the Tria Dental Sale Shares shall sell and the Purchaser relying on the warranties and representations by the Tria Dental Vendors herein contained shall purchase the Tria Dental Sale Shares free from any and all encumbrance and with all rights, benefits and other entitlements attaching to them now or hereafter, including all bonuses, rights, dividends and distributions declared made and paid as from the date of payment of the Purchase Consideration of Tria Dental within 30 days from the fulfilment of the conditions precedent or any other period or as may be agreed between the parties ("Tria Dental Completion Date") upon the terms and subject to the conditions contained in the Tria Dental SSA. (ii) On the execution of the Tria Dental SSA, the Tria Dental Vendors shall deposit with the Purchaser's solicitors ("Tria Dental Documentation Stakeholders") containing amongst others, original share certificates of the Tria Dental Sale Shares and the instrument of transfer of the Tria Dental Sale Shares (collectively referred to as the "Tria Dental Stakeholder Documents"). (iii) The Purchase Consideration of Tria Dental payable by the Purchaser to the Tria Dental Vendors is RM3,696,000 in accordance with the Tria Dental SSA.
Conditions precedent	<p>Completion of the Tria Dental SSA is conditional upon the fulfilment of the following conditions:-</p> <ul style="list-style-type: none"> (i) the Purchaser obtaining the requisite financing for the purchase of the Tria Dental Sale Shares from the Tria Dental Vendors in accordance with the terms and conditions herein; (ii) the conduct of legal, financial, operational, tax and other due diligence on Tria Dental, and the results of such due diligence being satisfactory to the Purchaser; (iii) the Purchaser to obtain all approvals, consents, authorisations, permits or waivers of all relevant authorities, including where necessary, Bank Negara Malaysia, Main Market of Bursa Securities, and third parties necessary or appropriate to carry out and complete the sale and purchase of the Tria Dental Sale Shares pursuant to the terms of the Tria Dental SSA; (iv) the Tria Dental Vendors obtaining of approval of Tria Dental and all approvals, consents, authorisations, permits or waivers of all relevant authorities, including Ministry of Health and third parties necessary or appropriate to carry out and complete the sale and purchase of the Tria Dental Sale Shares pursuant to the terms of the Tria Dental SSA; (v) the Tria Dental Vendors obtaining of all approvals by banks, financial institutions and/or creditors of Tria Dental wherever required for the transactions contemplated in the Tria Dental SSA; (vi) the execution of the shareholders' agreement between the Dr Freeda, Dr Chay and Dr Brenda and the Purchaser in respect of their mutual obligation in Tria Dental; (vii) the execution of a service agreement between Dr Freeda and Tria Dental, Dr Chay and Tria Dental, Dr Brenda and Tria Dental, and Dr Kenneth and Tria Dental (collectively referred to as "Tria Dental Service Agreement"), which contains, amongst others, the salient terms to reflect the following: <ul style="list-style-type: none"> (a) Dr Freeda, Dr Chay, Dr Brenda and Dr Kenneth's contract for service for a period of 5 years commencing from the date of their respective Tria Dental Service Agreement, to be extended for such other period to be agreed mutually between the Purchaser and Dr Freeda, Dr Chay, Dr Brenda and Dr Kenneth, respectively;

SALIENT TERMS OF TRIA DENTAL SSA

	<p>(b) Dr Freeda, Dr Chay, Dr Brenda and Dr Kenneth, respectively, shall be prohibited from setting up any new dental business(es) during the 5 years' of the Tria Dental Service Agreement period and 3 years after the termination of the Tria Dental Service Agreement;</p> <p>(c) Dr Freeda, Dr Chay, Dr Brenda and Dr Kenneth, respectively, shall be prohibited from providing their services in any organisations, clinics or companies or establishing a similar practice as a dentist within 1km radius from any of Tria Dental's dental clinic(s) where Dr Freeda, Dr Chay, Dr Brenda and Dr Kenneth are respectively providing service in; and</p> <p>(d) such other terms as mutually agreed between the Purchaser and Dr Freeda, Dr Chay, Dr Brenda and Dr Kenneth, respectively.</p>
	<p>(vii.a) the execution of a shareholder advances repayment letter between Tria Dental and the shareholders who have provided a shareholders' loan to Tria Dental ("Tria Dental Shareholder Advances Repayment Letter"), which contains, amongst others, the salient terms to reflect the repayment period of 5 years and payable by Tria Dental to the relevant shareholders semi-annually;</p> <p>(viii) letters of confirmation from the shareholders and/or directors of Tria Dental with outstanding advances made to Tria Dental to confirm the amount of advances made and the repayment tranches to settle the same;</p> <p>(ix) letters of confirmation from all creditors of Tria Dental for sums amounting RM50,000 and above excluding the financial institutions as set out in the Tria Dental SSA to confirm that the outstanding sum(s) owing to them by Tria Dental as of the date of request (if applicable);</p> <p>(x) letters of confirmation/statement from the Chargee of Tria Dental's loan to confirm that the outstanding sum(s) owing to them by Tria Dental as of the date of request (if applicable);</p> <p>(xi) full records and agreements executed with Tria Dental's employees and dentists and a letter of confirmation from Tria Dental on the details of all existing employees in Tria Dental including remittance status of the EPF, SOCSO and EIS Insurance;</p> <p>(xii) letter of confirmation no material adverse change to the business, operations, assets, financial condition, turnover or prospects of Tria Dental prior to the Tria Dental Completion Date;</p> <p>(xiii) the Tria Dental Vendors shall deposit or caused to be deposited with the Purchaser the valid and subsisting insurance policies for all dental practitioners at the Clinic and the valid practising certificates by the Ministry of Health or the relevant authorities for all personnel appointed and/or employed by the Tria Dental Vendors to practice dentistry in Tria Dental;</p> <p>(xiv) the Tria Dental Vendors shall also furnish the Purchaser with either a Premise License or Composite License consisting of both Advertising License and Premise License in respect of the Clinic;</p> <p>(xv) the Tria Dental Vendors shall take all necessary steps to ensure compliance of the scope of facilities set out in the regulatory clinic certifications issued for the Clinic;</p> <p>(xvi) the execution of an escrow agreement between the Escrow Agent, Tria Dental Vendors and the Purchaser ("Tria Dental Escrow Agreement") in the form and substance agreeable to the Escrow Agent, Tria Dental Vendors and the Purchaser;</p> <p>(xvii) procurement of the Tria Dental Vendors of all shareholders and directors' resolutions to approve/ratify all material transactions undertaken by Tria Dental since the date of incorporation including sale and purchase agreements and tenancy agreements;</p> <p>(xviii) procurement by the Tria Dental Vendors that tenancy agreements in respect of the clinics, business and operations under Tria Dental are valid and subsisting and all consecutive renewals of such tenancies have been secured accordingly and the Tria Dental Vendors shall further obtain written clarification on all discrepancies or ambiguities in respect of the tenancy agreements from the respective landlords;</p> <p>(xix) procurement by the Tria Dental Vendors of the latest assessment bills/receipts of the premises of Tria Dental and/or the Clinic are occupying reflecting the details of the registered owners of the said premises;</p>

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	<p>(xx) procurement by the Tria Dental Vendors of full details of the equipment within the premises including the serial numbers and valid and subsisting certificates;</p> <p>(xxi) the representations and warranties of the Tria Dental Vendors and the Purchaser herein being true, accurate and correct in all material respects as if made on the Tria Dental Completion Date, with references to the existing circumstances and the Tria Dental Vendors and the Purchaser having performed in all material respects of all his or its obligations under the Tria Dental SSA which are required hereunder to be performed on or before the Tria Dental Completion Date;</p> <p>collectively referred to as the "Tria Dental Conditions Precedent" and each a "Tria Dental Condition Precedent".</p> <p>Notwithstanding anything to the contrary, the Tria Dental Conditions Precedent shall be satisfied within 90 business days from the date of the Tria Dental SSA (hereinafter referred to as the "Tria Dental Cut-Off Date"). Thereafter, the Tria Dental Vendors and the Purchaser may (before or on expiry of the Tria Dental Cut-Off Date) have an extension(s) of time as may be granted by the Purchaser in writing to satisfy or fulfil the Tria Dental Conditions Precedent. If the Tria Dental Conditions Precedent has not been fulfilled on the expiry of the Tria Dental Cut-Off Date or such extension of time granted by the Purchaser, then the Tria Dental SSA shall lapse and cease to have any further force or effect and the Tria Dental Documentation Stakeholders shall be authorised to return the Tria Dental Stakeholders Documents to the Tria Dental Vendors and the Purchaser's solicitors shall refund the deposit, and thereafter none of the Tria Dental Vendors and the Purchaser shall have any further rights against the other(s).</p>												
Profit Guarantee	<p>(i) The Tria Dental Vendors hereby agree, undertake and guarantee that the annual normalised operational PAT for Tria Dental for the 2 financial years after completion and ending 31 December 2026 and 31 December 2027 ("Profit Guarantee Period") SHALL NOT BE LESS than RM660,000 only per year. For clarity, the Tria Dental Profit Guarantee by the Tria Dental Vendors for the financial year ending 31 December 2026 shall be RM660,000 only and the Tria Dental Profit Guarantee by the Tria Dental Vendors for Tria Dental's financial year ending 31 December 2027 shall be RM660,000 only. The cumulative Tria Dental Profit Guarantee stands at RM1,320,000 only ("Total Tria Dental Profit Guarantee").</p> <p>(ii) To secure the Total Tria Dental Profit Guarantee, the Tria Dental Vendors and the Purchaser shall jointly appoint an Escrow Agent to hold and manage the Tria Dental Escrow Sum of RM924,000 only in the Escrow Account subject to the terms of the Tria Dental SSA and the Escrow Agreement. The Tria Dental Escrow Sum shall be paid by the Purchaser to the Escrow Agent upon the Tria Dental Completion Date.</p> <p>(iii) SUBJECT always to the terms of the Tria Dental Profit Guarantee being first met by the Tria Dental Vendors, the Tria Dental Escrow Sum shall be released to the Tria Dental Vendors in proportion to their respective Tria Dental Sale Shares in two (2) equal instalments over Profit Guarantee Period identified as follows:-</p> <table><tr><th>Profit Guarantee Period</th><th>Release of Tria Dental Escrow Sum in tranches</th><th>Tria Dental Vendors' Respective Portion</th><th>Total Amount Per Tranche Payment</th></tr><tr><td>31 December 2026</td><td>First tranche payment</td><td>(a) Dr Freeda: RM 154,000 (b) Dr Chay: RM 154,000 (c) Dr Brenda: RM 154,000</td><td>RM 462,000</td></tr><tr><td>31 December 2027</td><td>Second tranche payment</td><td>(a) Dr Freeda: RM 154,000 (b) Dr Chay: RM 154,000 (c) Dr Brenda: RM 154,000</td><td>RM 462,000</td></tr></table>	Profit Guarantee Period	Release of Tria Dental Escrow Sum in tranches	Tria Dental Vendors' Respective Portion	Total Amount Per Tranche Payment	31 December 2026	First tranche payment	(a) Dr Freeda: RM 154,000 (b) Dr Chay: RM 154,000 (c) Dr Brenda: RM 154,000	RM 462,000	31 December 2027	Second tranche payment	(a) Dr Freeda: RM 154,000 (b) Dr Chay: RM 154,000 (c) Dr Brenda: RM 154,000	RM 462,000
Profit Guarantee Period	Release of Tria Dental Escrow Sum in tranches	Tria Dental Vendors' Respective Portion	Total Amount Per Tranche Payment										
31 December 2026	First tranche payment	(a) Dr Freeda: RM 154,000 (b) Dr Chay: RM 154,000 (c) Dr Brenda: RM 154,000	RM 462,000										
31 December 2027	Second tranche payment	(a) Dr Freeda: RM 154,000 (b) Dr Chay: RM 154,000 (c) Dr Brenda: RM 154,000	RM 462,000										

SALIENT TERMS OF TRIA DENTAL SSA

	<p>(a) The Tria Dental Vendors and the Purchaser agree that the Escrow Agent shall not be entitled to release any monies from the Escrow Account to the Purchaser prior to the adoption of Accounts 2026.</p> <p>(b) The Escrow Agent shall facilitate the release of the First Tranche Payment of Tria Dental Escrow Sum in the event the profit after taxation based on the Accounts 2026 is satisfied in accordance to the section below.</p> <p>(c) The Escrow Agent shall facilitate the release of the Second Tranche Payment of Tria Dental Escrow Sum in the event the cumulative profit after taxation based on the Accounts 2026 and Accounts 2027 are satisfied in accordance with the clauses below.</p> <p>(iv) Upon adoption of the Accounts 2026 by the shareholders of Tria Dental:</p> <p>(a) in the event the profit after taxation based on the Accounts 2026 is <u>NOT LESS THAN</u> RM660,000 only, then upon receipt of written instruction from both the Purchaser and the Tria Dental Vendors, the Escrow Agent shall release the amount stated in the written instruction, this being the First Tranche Payment from the Escrow Account into the account of the Tria Dental Vendors in proportion to their respective Tria Dental Sale Shares within 14 business days from the date the Accounts 2026 is adopted by the shareholders of Tria Dental.</p> <p>(b) in the event the profit after taxation based on the Accounts 2026 is <u>MORE THAN</u> RM660,000 only, such surplus in excess of RM660,000 shall be carried forward for the purposes of computation of the annual Profit Guarantee for the financial year ending 31 December 2027 ("Tria Dental Profit Surplus 2026").</p> <p>(c) in the event the profit after taxation for Accounts 2026 is <u>LESS THAN</u> the amount of RM660,000 only the profit after taxation for the Accounts 2026 shall be added to the calculation of profit after taxation for Accounts 2027. The Escrow Agent shall NOT release any sums of monies from the Escrow Account to the Vendors and Purchaser but hold the same subject to the clauses below.</p> <p>(v) Upon adoption of the Accounts 2027 by the shareholders of Tria Dental:</p> <p>(a) Where there has been a release of part of the Tria Dental Escrow Sum pursuant to the clause above and in the event the cumulative profit after taxation based on the Accounts 2027 and Tria Dental Profit Surplus 2026 is <u>NOT LESS THAN</u> RM660,000 only then upon receipt of written instruction from both the Purchaser and the Tria Dental Vendors, the Escrow Agent shall release the Second Tranche Payment from the Escrow Account into the account of the Tria Dental Vendors in proportion to their respective Tria Dental Sale Shares within 14 business days from the date the Accounts 2027 is adopted by the shareholders of Tria Dental.</p> <p>(b) Where there has been NO release of part of the Tria Dental Escrow Sum pursuant to the clause above and in the event the cumulative profit after taxation based on the Accounts 2026 and Accounts 2027 is <u>NOT LESS THAN</u> RM1,320,000 only then upon receipt of written instruction from both the Purchaser and the Tria Dental Vendors, the Escrow Agent shall release the First Tranche Payment and Second Tranche Payment from the Escrow Account into the account of the Vendors in proportion to their respective Tria Dental Sale Shares within 14 business days from the date the Accounts 2027 is adopted by the shareholders of Tria Dental.</p> <p>(c) Where there has been a release of part of the Tria Dental Escrow Sum pursuant to the clause above and in the event the profit after taxation based on Accounts 2027 is <u>LESS THAN</u> RM660,000 only, the Purchaser shall be entitled to instruct the Escrow Agent to release from the Second Tranche Payment as follows: -</p> <p>a. firstly, a sum equivalent to 70% of the shortfall ("Tria Dental Shortfall Amount 1") to the Purchaser; and</p> <p>b. lastly any balance thereof to the Tria Dental Vendors in proportion to their respective Tria Dental Sale Shares.</p>
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SALIENT TERMS OF TRIA DENTAL SSA

	<p>(d) Where there is NO release of part of the Tria Dental Escrow Sum pursuant to the clause above and in the event the cumulative profit after taxation based on the Accounts 2026 and Accounts 2027 is LESS THAN RM1,320,000 only, the Purchaser shall be entitled to instruct the Escrow Agent to release from the First Tranche Payment and the Second Tranche Payment as follows: -</p> <p>a. firstly, a sum equivalent to 70% of the shortfall ("Tria Dental Shortfall Amount 2") to the Purchaser; and</p> <p>b. lastly any balance thereof to the Tria Dental Vendors in proportion to their respective Tria Dental Sale Shares.</p> <p>(e) Where the First Tranche Payment and/or Second Tranche Payment (as the case may be) is INSUFFICIENT to meet the provisions set out in the clauses above, the Tria Dental Vendors shall within 90 days from the date of written notice ("Tria Dental Shortfall Notice") pay such difference between Second Tranche Payment and the Tria Dental Shortfall Amount 1, OR, difference between First Tranche Payment and Second Tranche Payment and the Tria Dental Shortfall Amount 2 (as the case may be), to the Purchaser in proportion to their respective Tria Dental Sale Shares ("Tria Dental Top Up") failing which any sums remaining unpaid shall be a deemed a debt due and owing by the respective Tria Dental Vendors to the Purchaser in their proportions thereto.</p>
Breach/ Termination	<p>(i) If the Purchaser ("Defaulting Purchaser") shall fail to complete the sale and purchase of the Tria Dental Sale Shares in accordance with this Tria Dental SSA on Tria Dental Completion Date, then the Tria Dental Vendors shall be entitled to terminate this Tria Dental SSA and upon such termination, the Tria Dental Vendors shall return all the monies paid towards the Purchase Consideration (free of interest) excluding the deposit paid, to the Purchaser. Save and except for all reasonable costs and expenses up to a maximum sum of RM100,000 only incurred by the Tria Dental Vendors pursuant to the negotiation and preparation of the Tria Dental SSA and any incidental costs thereto including but not limited to solicitors' costs, investment banking advisors' fees, company secretary's fees and tax agents' fees in pursuant to the negotiation and preparation of the Tria Dental SSA and any incidental costs thereto PROVIDED ALWAYS that the Tria Dental Vendors shall first provide the invoices for the same to the Purchaser for verification;</p> <p>(ii) If the Tria Dental Vendors ("Defaulting Tria Dental Vendors") shall fail to complete the sale and purchase of the Tria Dental Sale Shares in accordance with the Tria Dental SSA on Tria Dental Completion Date in the manner stipulated in the Tria Dental SSA and/or breaches any of the material terms of the Tria Dental SSA, then the Purchaser shall be entitled to terminate this Tria Dental SSA and upon such termination, the Tria Dental Vendors shall refund to the Purchaser all monies paid towards the Purchase Consideration (free of interest) together with all reasonable costs and expenses incurred by the Purchaser up to a maximum sum of RM100,000 only pursuant to the negotiation and preparation of the Tria Dental SSA and any incidental costs thereto including but not limited to solicitors' costs, investment banking advisors' fees, company secretary's fees and tax agents' fees in pursuant to the negotiation and preparation of the Tria Dental SSA and any incidental costs thereto PROVIDED ALWAYS that the Purchaser shall first provide the invoices for the same to the Tria Dental Vendors; and</p> <p>(iii) If the Tria Dental Vendors shall breach any of their respective obligations under their representation and warranties per the Tria Dental SSA, the Purchaser shall be entitled to claim for specific performance in addition to any other remedies as may be available to the Purchaser under law and/or equity and the Tria Dental Vendors shall indemnify and hold the Purchaser(s) harmless against all costs, charges and expenses incurred or suffered by the Purchaser arising from such breach.</p>

SALIENT TERMS OF TRIA DENTAL PUT OPTION AGREEMENT

The following is a summary of the salient terms of the Tria Dental Put Option Agreement:-

1. Grant of put option and the right to exercise

In consideration of RM10 only paid by the Tria Dental Grantees to the Purchaser receipt of which the Purchaser acknowledges, the Purchaser hereby grants the Tria Dental Grantees the Tria Dental Put Option on the exercise of which the Tria Dental Grantees shall be entitled to sell and the Purchaser and/or its nominated party(ies) shall become bound to complete the sale of the Tria Dental Put Option Shares held by the Tria Dental Grantees in Tria Dental as stipulated in the Tria Dental Put Option notice given by the Tria Dental Grantees to the Purchaser on the transfer terms.

The Tria Dental Grantees may exercise the Tria Dental Put Option to sell all and not part of the Tria Dental Put Option Shares at any time during the Tria Dental Put Option Period (as defined below) and in the manner set out in the Tria Dental Put Option Agreement PROVIDED ALWAYS that the exercise of the Tria Dental Put Option by the Tria Dental Grantees and compliance thereof by the Purchaser will first comply with all existing laws in Malaysia or otherwise including but not limited to any rules and regulations of Bursa Securities, Securities Commission Malaysia and or any other authorities necessary or appropriate to carry out and complete this Tria Dental Put Option.

Subject to the provisions above and herein, the Tria Dental Put Option may be exercised by the Tria Dental Grantees by serving the Tria Dental Put Option notice to the Purchaser.

The Tria Dental Grantees shall exercise the Tria Dental Put Option simultaneously or not at all. For clarity, the Purchaser may refuse to purchase the Tria Dental Put Option Shares if the Tria Dental Grantees fail to serve the Tria Dental Put Option notice during the Tria Dental Put Option Period simultaneously to the Purchaser.

2. Put Option price

The Tria Dental Put Option price shall be based on a multiple of 8 times ("**Agreed Multiple of Tria Dental**") multiplied by the normalised operating PAT for the preceding financial year ("**Applicable PAT of Tria Dental**") multiplied by the Tria Dental Put Option Shares divided by the total number of shares of shares of Tria Dental based on the formula below:-

Tria Dental Put Option Price

= (Agreed Multiple of Tria Dental x Applicable PAT of Tria Dental) x (Tria Dental Put Option Shares / total number of shares of Tria Dental)

= (8 x Applicable PAT of Tria Dental) x (300/1003)

3. Put Option Period

The exercise of Tria Dental Put Option by the Tria Dental Grantees shall be exercised within a 5 year period from the end of the 5th year anniversary from the completion of the acquisition of the 70% shareholding of Tria Dental by the Purchaser from the Tria Dental Grantees pursuant to the Tria Dental SSA as set out in **Appendix I** of this announcement.

4. Termination

The Tria Dental Put Option Agreement shall, at the option of the Tria Dental Grantees, terminate upon written notice to the Purchaser, if the Purchaser:-

- (a) is adjudicated as bankrupt, becomes insolvent, commits any act of insolvency, files any action or petition of insolvency or makes a general assignment for the benefit of its creditors; if a receiver of its property or any part thereof is appointed by a court of competent jurisdiction and not dismissed within 30 days or is not in the process of being dismissed; or
- (b) is convicted of or pleads no contest to a crime or offense that is likely to adversely affect the reputation of the Tria Dental Grantees.

SALIENT TERMS OF TRIA DENTAL PUT OPTION AGREEMENT

In the event the Tria Dental Grantees terminate this Tria Dental Put Option Agreement in whole or in part as provided in the clause above, the Tria Dental Grantees may procure, upon such terms and in such manner the Tria Dental Grantees deems appropriate and the Purchaser shall reimburse the Tria Dental Grantees upon demand up to a maximum sum of **RM20,000** only for all additional loss, cost and expense incurred by the Tria Dental Grantees.

The Tria Dental Vendors and the Purchaser may terminate this Tria Dental Put Option Agreement at any time by mutual consent under terms and conditions to be agreed at the time of termination.

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SALIENT TERMS OF WS DENTAL SSA

The following is a summary of the salient terms of the WS Dental SSA:-

Parties involved	<p>Vendors:</p> <ul style="list-style-type: none"> i. Brenda Sim Pei Ling ii. Kenneth Wong Pak Ken <p>Purchaser: Bloom Healthcare Dental (Northern) Sdn Bhd</p> <p>Target assets: WS Dental Group Sdn Bhd</p>
Purchase consideration	<ul style="list-style-type: none"> (i) In consideration of the Purchase Consideration of WS Dental to be satisfied by the Purchaser pursuant to the terms of the WS Dental SSA, the WS Dental Vendors as legal and beneficial owner of the WS Dental Sale Shares shall sell and the Purchaser relying on the warranties and representations by the WS Dental Vendors herein contained shall purchase the WS Dental Sale Shares free from any and all encumbrance and with all rights, benefits and other entitlements attaching to them now or hereafter, including all bonuses, rights, dividends and distributions declared made and paid as from the date of payment of the Purchase Consideration of WS Dental within 30 days from the fulfilment of the conditions precedent or any other period or as may be agreed between the parties ("WS Dental Completion Date") upon the terms and subject to the conditions contained in the WS Dental SSA. (ii) On the execution of the WS Dental SSA, the WS Dental Vendors shall deposit with the Purchaser's solicitors ("WS Dental Documentation Stakeholders") containing amongst others, original share certificates of the WS Dental Sale Shares and the instrument of transfer of the WS Dental Sale Shares (collectively referred to as the "WS Dental Stakeholder Documents"). (iii) The Purchase Consideration of WS Dental payable by the Purchaser to the WS Dental Vendors is RM6,160,000 in accordance with the WS Dental SSA.
Conditions precedent	<p>Completion of the WS Dental SSA is conditional upon the fulfilment of the following conditions:-</p> <ul style="list-style-type: none"> (i) the Purchaser obtaining the requisite financing for the purchase of the WS Dental Sale Shares from the WS Dental Vendors in accordance with the terms and conditions herein; (ii) the conduct of legal, financial, operational, tax and other due diligence on WS Dental, and the results of such due diligence being satisfactory to the Purchaser; (iii) the Purchaser to obtain all approvals, consents, authorisations, permits or waivers of all relevant authorities, including where necessary, Bank Negara Malaysia, Main Market of Bursa Securities, and third parties necessary or appropriate to carry out and complete the sale and purchase of the WS Dental Sale Shares pursuant to the terms of the WS Dental SSA; (iv) the WS Dental Vendors obtaining of approval of WS Dental and all approvals, consents, authorisations, permits or waivers of all relevant authorities, including Ministry of Health and third parties necessary or appropriate to carry out and complete the sale and purchase of the WS Dental Sale Shares pursuant to the terms of the WS Dental SSA; (v) the WS Dental Vendors obtaining of all approvals by banks, financial institutions and/or creditors of WS Dental wherever required for the transactions contemplated in the WS Dental SSA; (vi) the execution of the shareholders' agreement between the Dr Brenda and the Purchaser in respect of their mutual obligation in WS Dental; (vii) the execution of a service agreement between Dr Kenneth and WS Dental, and Dr Brenda and WS Dental ("WS Dental Service Agreement"), which contains, amongst others, the salient terms to reflect the following: <ul style="list-style-type: none"> (a) Dr Kenneth and Dr Brenda's contract for service for a period of 5 years commencing from the date of their respective WS Dental Service Agreement, to be extended for such other period to be agreed mutually between the Purchaser and Dr Kenneth and Dr Brenda respectively;

SALIENT TERMS OF WS DENTAL SSA

	<p>(b) Dr Kenneth and Dr Brenda, respectively, shall be prohibited from setting up any new dental business(es) during the 5 years' of the WS Dental Service Agreement period and 3 years after the termination of the WS Dental Service Agreement;</p> <p>(c) Dr Kenneth and Dr Brenda, respectively, shall be prohibited from providing their services in any organisations, clinics or companies or establishing a similar practice as a dentist within 1km radius from any of WS Dental's dental clinic(s) where Dr Kenneth and Dr Brenda are respectively providing services in; and</p> <p>(d) such other terms as mutually agreed between the Purchaser and Dr Kenneth and Dr Brenda, respectively.</p>
	<p>(vii.a) the execution of a share sale agreement between WS Dental and Dr Kenneth in relation to the acquisition of 51% shares of LUMI DENTAL SDN. BHD. (REGISTRATION NO.: 202301017434 (1511356-V)) by WS Dental for the purchase consideration of RM1.00;</p> <p>(vii.b) the execution of a share sale agreement between WS Dental and Dr Brenda in relation to the acquisition of 74% shares of WS JOY DENTAL GROUP SDN. BHD. (REGISTRATION NO.: 202301006653 (1500574-H)) by WS Dental for the purchase consideration of RM1.00;</p> <p>(vii.c) the execution of a shareholder advances repayment letter between WS Dental and the shareholders who have provided a shareholders' loan to WS Dental ("WS Dental Shareholder Advances Repayment Letter"), which contains, amongst others, the salient terms to reflect the repayment period of 5 years and payable by WS Dental to the relevant shareholders semi-annually;</p> <p>(viii) letters of confirmation from the shareholders and/or directors of WS Dental with outstanding advances made to WS Dental to confirm the amount of advances made and the repayment tranches to settle the same;</p> <p>(ix) letters of confirmation from all creditors of WS Dental for sums amounting RM50,000 and above excluding the financial institutions (as particularly set out in the WS Dental SSA) to confirm that the outstanding sum(s) owing to them by WS Dental as of the date of request (if applicable);</p> <p>(x) letters of confirmation/statement from the chargee of WS Dental's loan to confirm that the outstanding sum(s) owing to them by WS Dental as of the date of request (if applicable);</p> <p>(xi) full records and agreements executed with WS Dental's employees and dentists and a letter of confirmation from WS Dental on the details of all existing employees in WS Dental including remittance status of the EPF, SOCSO and EIS Insurance;</p> <p>(xii) letter of confirmation no material adverse change to the business, operations, assets, financial condition, turnover or prospects of WS Dental prior to the WS Dental Completion Date;</p> <p>(xiii) the WS Dental Vendors shall deposit or caused to be deposited with the Purchaser the valid and subsisting insurance policies for all dental practitioners at the WS Dental Clinics and the valid practising certificates by the Ministry of Health or the relevant authorities for all personnel appointed and/or employed by the WS Dental Vendors to practice dentistry in WS Dental;</p> <p>(xiv) the WS Dental Vendors shall furnish the Purchaser with either an additional Premise License or Composite License consisting of both Advertising License and Premise License in respect of the WS Dental Clinics;</p> <p>(xv) the WS Dental Vendors shall take all necessary steps to ensure compliance of the scope of facilities set out in the regulatory clinic certifications issued for the WS Dental Clinics;</p> <p>(xvi) the execution of an escrow agreement between the Escrow Agent, WS Dental Vendors and the Purchaser ("WS Dental Escrow Agreement") in the form and substance agreeable to the Escrow Agent, WS Dental Vendors and the Purchaser;</p> <p>(xvii) procurement of the WS Dental Vendors of all shareholders and directors' resolutions to approve/ratify all material transactions undertaken by WS Dental since the date of incorporation including sale and purchase agreements and tenancy agreements;</p>

SALIENT TERMS OF WS DENTAL SSA

	<p>(xviii) procurement by the WS Dental Vendors that tenancy agreements in respect of the clinics, business and operations under WS Dental are valid and subsisting and all consecutive renewals of such tenancies have been secured accordingly and the WS Dental Vendors shall further obtain written clarification on all discrepancies or ambiguities in respect of the tenancy agreements from the respective landlords;</p> <p>(xix) procurement by the WS Dental Vendors of the latest assessment bills/receipts of the premises WS Dental and/or the clinics are occupying reflecting the details of the registered owners of the said premises;</p> <p>(xx) procurement by the WS Dental Vendors of full details of the equipment within the premises including the serial numbers and valid and subsisting certificates;</p> <p>(xxi) procurement by the WS Dental Vendors of proof of ownership of the "wongandsimdental.com" domain in favour of WS Dental (if required);</p> <p>(xxii) the representations and warranties of the WS Dental Vendors and the Purchaser herein being true, accurate and correct in all material respects as if made on the WS Dental Completion Date, with references to the existing circumstances and the WS Dental Vendors and the Purchaser having performed in all material respects of all his or its obligations under the WS Dental SSA which are required hereunder to be performed on or before the WS Dental Completion Date,</p> <p>(collectively referred to as the "WS Dental Conditions Precedent" and each a "WS Dental Condition Precedent")</p> <p>Notwithstanding anything to the contrary, the WS Dental Conditions Precedent shall be satisfied within 90 business days from the date of the WS Dental SSA (hereinafter referred to as the "WS Dental Cut-Off Date"). Thereafter, the WS Dental Vendors and the Purchaser may (before or on expiry of the WS Dental Cut-Off Date) have an extension(s) of time as may be granted by the Purchaser in writing to satisfy or fulfil the WS Dental Conditions Precedent. If the WS Dental Conditions Precedent has not been fulfilled on the expiry of the WS Dental Cut-Off Date or such extension of time agreed by the Purchaser, then the WS Dental SSA shall lapse and cease to have any further force or effect and the WS Dental Documentation Stakeholders shall be authorised to return the WS Dental Stakeholders Documents to the WS Dental Vendors and the Purchaser's solicitors shall refund the deposit, and thereafter none of the WS Dental Vendors and the Purchaser shall have any further rights against the other(s).</p>
Profit Guarantee	<p>(i) The WS Dental Vendors hereby agree, undertake and guarantee that the annual normalised operational PAT for WS Dental for the 2 financial years after completion and ending 31 December 2026 and 31 December 2027 ("Profit Guarantee Period") SHALL NOT BE LESS than RM1,100,000 only per year. For clarity, the WS Dental Profit Guarantee by the WS Dental Vendors for the financial year ending 31 December 2026 shall be RM1,100,000 only and the WS Dental Profit Guarantee by the WS Dental Vendors for WS Dental's financial year ending 31 December 2027 shall be RM1,100,000 only. The cumulative WS Dental Profit Guarantee stands at RM2,200,000 only ("Total WS Dental Profit Guarantee").</p> <p>(ii) To secure the Total WS Dental Profit Guarantee, the WS Dental Vendors and the Purchaser shall jointly appoint an Escrow Agent to hold and manage the WS Dental Escrow Sum of RM1,540,000 only in the Escrow Account subject to the terms of the WS Dental SSA and the WS Dental Escrow Agreement. The WS Dental Escrow Sum shall be paid by the Purchaser to the Escrow Agent upon WS Dental Completion Date.</p>

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- (iii) SUBJECT always to the terms of WS Dental Profit Guarantee being first met by the WS Dental Vendors, the WS Dental Escrow Sum shall be released to the WS Dental Vendors in proportion to their respective WS Dental Sale Shares in two (2) equal instalments over WS Dental Profit Guarantee Period identified as follows:-

Profit Guarantee Period	Release of WS Dental Escrow Sum in tranches	WS Dental Vendors' Respective Portion	Total Amount Per Tranche Payment
31 December 2026	First tranche payment	(a) Dr Kenneth: RM550,000 (b) Dr Brenda: RM220,000	RM770,000
31 December 2027	Second tranche payment	(a) Dr Kenneth: RM550,000 (b) Dr Brenda: RM220,000	RM770,000

- (a) the WS Dental Vendors and the Purchaser agree that the Escrow Agent shall not be entitled to release any monies from the Escrow Account to the Purchaser prior to the adoption of Accounts 2026.
- (b) the Escrow Agent shall facilitate the release of the First Tranche Payment of WS Dental Escrow Sum in the event the profit after taxation based on the Accounts 2026 are satisfied in accordance to the section below.
- (c) the Escrow Agent shall facilitate the release of the Second Tranche Payment of WS Dental Escrow Sum in the event the cumulative profit after taxation based on the Accounts 2026 and Accounts 2027 are satisfied in accordance with the clauses below.
- (iv) Upon adoption of the **Accounts 2026** by the shareholders of WS Dental:
- (a) in the event the profit after taxation based on the Accounts 2026 is NOT LESS THAN RM1,100,000 only, then upon receipt of written instruction from both the Purchaser and the WS Dental Vendors, the Escrow Agent shall release the amount stated in the written instruction, this being the First Tranche Payment from the Escrow Account into the account of the WS Dental Vendors in proportion to their respective WS Dental Sale Shares within 14 business days from the date the Accounts 2026 is adopted by the shareholders of WS Dental.
- (b) in the event the profit after taxation based on the Accounts 2026 is MORE THAN RM1,100,000 only, such surplus in excess of RM1,100,000 shall be carried forward for the purposes of computation of the annual Profit Guarantee for the financial year ending 31 December 2027 ("**WS Dental Profit Surplus 2026**").
- (c) in the event the profit after taxation for Accounts 2026 is LESS THAN the amount of RM1,100,000 only, the profit after taxation for the Accounts 2026 shall be added to the calculation of profit after taxation for Accounts 2027. The Escrow Agent shall NOT release any sums of monies from the Escrow Account to the WS Dental Vendors and Purchaser but hold the same subject to the clauses below.
- (v) Upon adoption of the **Accounts 2027** by the shareholders of WS Dental:
- (a) Where there has been a release of part of the WS Dental Escrow Sum pursuant to the clause above and in the event the cumulative profit after taxation based on the Accounts 2027 and WS Dental Profit Surplus 2026 is NOT LESS THAN RM1,100,000 only then upon receipt of written instruction from both the Purchaser and the WS Dental WS Dental Vendors, the Escrow Agent shall release the Second Tranche Payment from the Escrow Account into the account of the WS Dental Vendors in proportion to their respective WS Dental Sale Shares within 14 business days from the date the Accounts 2027 is adopted by the shareholders of WS Dental.

SALIENT TERMS OF WS DENTAL SSA

	<p>(b) Where there has been NO release of part of the WS Dental Escrow Sum pursuant to the clause above and in the event the cumulative profit after taxation based on the Accounts 2026 and Accounts 2027 is <u>NOT LESS THAN</u> RM2,200,000 only then upon receipt of written instruction from both the Purchaser and the WS Dental Vendors, the Escrow Agent shall release the First Tranche Payment and the Second Tranche Payment from the Escrow Account into the account of the WS Dental Vendors in proportion to their respective WS Dental Sale Shares within 14 business days from the date the Accounts 2027 is adopted by the shareholders of WS Dental.</p> <p>(c) Where there has been a release of part of the WS Dental Escrow Sum pursuant to the clause above and in the event the profit after taxation based on Accounts 2027 is <u>LESS THAN</u> RM1,100,000 only, the Purchaser shall be entitled to instruct the Escrow Agent to release from the Second Tranche Payment as follows: -</p> <p>a. firstly, a sum equivalent to 70% of the shortfall ("WS Dental Shortfall Amount 1") to the Purchaser; and</p> <p>b. lastly any balance thereof to the WS Dental Vendors in proportion to their respective WS Dental Sale Shares.</p> <p>(d) Where there is NO release of part of the WS Dental Escrow Sum pursuant to the clause above and in the event the cumulative profit after taxation based on the Accounts 2026 and Accounts 2027 is LESS RM2,200,000 only, the Purchaser shall be entitled to instruct the Escrow Agent to release from the First Tranche Payment and the Second Tranche Payment as follows: -</p> <p>a. firstly, a sum equivalent to 70% of the shortfall ("WS Dental Shortfall Amount 2") to the Purchaser; and</p> <p>b. lastly any balance thereof to the WS Dental Vendors in proportion to their respective WS Dental Sale Shares.</p> <p>(e) Where the First Tranche Payment and/or Second Tranche Payment (as the case may be) is INSUFFICIENT to meet the provisions set out in the clauses above, the WS Dental Vendors shall within 90 days from the date of written notice ("WS Dental Shortfall Notice") pay such difference between Second Tranche Payment and the WS Dental Shortfall Amount 1, OR, difference between First Tranche Payment and the Second Tranche Payment and the WS Dental Shortfall Amount 2 (as the case may be), to the Purchaser in proportion to their respective WS Dental Sale Shares ("WS Dental Top Up") failing which any sums remaining unpaid shall be a deemed a debt due and owing by the respective WS Dental Vendors to the Purchaser in their proportions thereto.</p>
Breach/ Termination	<p>(i) If the Purchaser ("Defaulting Purchaser") shall fail to complete the sale and purchase of the WS Dental Sale Shares in accordance with the WS Dental SSA on the WS Dental Completion Date, then the WS Dental Vendors shall be entitled to terminate the WS Dental SSA and upon such termination, the WS Dental Vendors shall return all the monies paid towards the Purchase Consideration (free of interest) excluding the deposit paid, to the Purchaser. Save and except for all reasonable costs and expenses up to a maximum sum of RM100,000 only incurred by the WS Dental Vendors pursuant to the negotiation and preparation of the WS Dental SSA and any incidental costs thereto including but not limited to solicitors' costs, investment banking advisors' fees, company secretary's fees and tax agents' fees in pursuant to the negotiation and preparation of the WS Dental SSA and any incidental costs thereto PROVIDED ALWAYS that the WS Dental Vendors shall first provide the invoices for the same to the Purchaser for verification;</p>

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	<p>(ii) If the WS Dental Vendors ("Defaulting WS Dental Vendors") shall fail to complete the sale and purchase of the WS Dental Sale Shares in accordance with the WS Dental SSA on the WS Dental Completion Date in the manner stipulated in the WS Dental SSA and/or breaches any of the material terms of the WS Dental SSA, then the Purchaser shall be entitled to terminate the WS Dental SSA and upon such termination, the WS Dental Vendors shall refund to the Purchaser all monies paid towards the Purchase Consideration of WS Dental (free of interest) together with all reasonable costs and expenses incurred by the Purchaser up to a maximum sum of RM100,000 only pursuant to the negotiation and preparation of the WS Dental SSA and any incidental costs thereto including but not limited to solicitors' costs, investment banking advisors' fees, company secretary's fees and tax agents' fees in pursuant to the negotiation and preparation of the WS Dental SSA and any incidental costs thereto PROVIDED ALWAYS that the Purchaser shall first provide the invoices for the same to the WS Dental Vendors; and</p> <p>(iii) If the WS Dental Vendors shall breach any of their respective obligations under their representation and warranties per the WS Dental SSA, the Purchaser shall be entitled to claim for specific performance in addition to any other remedies as may be available to the Purchaser under law and/or equity and the WS Dental Vendors shall indemnify and hold the Purchaser(s) harmless against all costs, charges and expenses incurred or suffered by the Purchaser arising from such breach.</p>
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SALIENT TERMS OF WS DENTAL PUT OPTION AGREEMENT

The following is a summary of the salient terms of the WS Dental Put Option Agreement:-

1. Grant of put option and the right to exercise

In consideration of RM10 only paid by the WS Dental Grantee to the Purchaser receipt of which the Purchaser acknowledges, the Purchaser hereby grants the WS Dental Grantee the WS Dental Put Option on the exercise of which the WS Dental Grantee shall be entitled to sell and the Purchaser and/or its nominated party(ies) shall become bound to complete the sale of the WS Dental Put Option Shares held by the WS Dental Grantee in WS Dental as stipulated in the WS Dental Put Option notice given by the WS Dental Grantee to the Purchaser on the transfer terms.

The WS Dental Grantee may exercise the WS Dental Put Option to sell all and not part of the WS Dental Put Option Shares at any time during the WS Dental Put Option Period (as defined below) and in the manner set out in the WS Dental Put Option Agreement PROVIDED ALWAYS that the exercise of the WS Dental Put Option by the WS Dental Grantee and compliance thereof by the Purchaser will first comply with all existing laws in Malaysia or otherwise including but not limited to any rules and regulations of Bursa Securities, Securities Commission Malaysia and or any other authorities necessary or appropriate to carry out and complete this WS Dental Put Option.

Subject to the provisions above and herein, the WS Dental Put Option may be exercised by the WS Dental Grantee by serving the WS Dental Put Option notice to the Purchaser.

The WS Dental Grantee shall exercise the WS Dental Put Option simultaneously or not at all. For clarity, the Purchaser may refuse to purchase the WS Dental Put Option Shares if the WS Dental Grantee fails to serve the WS Dental Put Option notice during the WS Dental Put Option Period simultaneously to the Purchaser.

2. Put Option price

The WS Dental Put Option price shall be based on a multiple of 8 times ("**Agreed Multiple of WS Dental**") multiplied by the normalised operating PAT for the preceding financial year ("**Applicable PAT of WS Dental**") multiplied by the WS Dental Put Option Shares divided by the total number of shares of shares of WS Dental based on the formula below:-

WS Dental Put Option Price

= (Agreed Multiple of WS Dental x Applicable PAT of WS Dental) x (WS Dental Put Option Shares / total number of shares of WS Dental)

= (8 x Applicable PAT of WS Dental) x (18,000/60,000)

3. Put Option Period

The exercise of WS Dental Put Option by the WS Dental Grantee shall be exercised within a 5 year period from the end of the 5th year anniversary from the completion of the acquisition of the 70% shareholding of WS Dental by the Purchaser from the WS Dental Grantee and Dr Kenneth pursuant to the WS Dental SSA as set out in **Appendix III** of this announcement.

4. Termination

The WS Dental Put Option Agreement shall, at the option of the WS Dental Grantee, terminate upon written notice to the Purchaser, if the Purchaser:-

- (a) is adjudicated as bankrupt, becomes insolvent, commits any act of insolvency, files any action or petition of insolvency or makes a general assignment for the benefit of its creditors; if a receiver of its property or any part thereof is appointed by a court of competent jurisdiction and not dismissed within 30 days or is not in the process of being dismissed; or
- (b) is convicted of or pleads no contest to a crime or offense that is likely to adversely affect the reputation of the WS Dental Grantee.

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In the event the WS Dental Grantee terminates this WS Dental Put Option Agreement in whole or in part as provided in the clause above, the WS Dental Grantee may procure, upon such terms and in such manner the WS Dental Grantee deems appropriate and the Purchaser shall reimburse the WS Dental Grantee upon demand up to a maximum sum of **RM20,000** only for all additional loss, cost and expense incurred by the WS Dental Grantee.

The WS Dental Vendors and the Purchaser may terminate this WS Dental Put Option Agreement at any time by mutual consent under terms and conditions to be agreed at the time of termination.

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