

STRICTLY PRIVATE AND CONFIDENTIAL

30 March 2026

Mediwelcome Healthcare Management & Technology Inc.
Unit 2408, 24/F. World-Wide House
No.19 Des Voeux Road Central, Central,
Hong Kong

Attn.: The Board of Directors

Dear Sirs,

MEDIWELCOME HEALTHCARE MANAGEMENT & TECHNOLOGY INC.
(the "Company", together with its subsidiaries, the "Group")
Placing (the "Placing") of new shares of HK\$0.00001 par value each (the "Shares")
in the Company

PART 1 – THE PLACING

The Company was incorporated in the Cayman Island with limited liability and are listed on the main board of the Stock Exchange (Stock Code: 2159). The Company has proposed to issue for a maximum of 65,000,000 new Shares (the "**Placing Shares**") pursuant to the specific mandate to be sought at the extraordinary general meeting (the "**EGM**") of the Company.

The Company intends to appoint us, Wanhai Securities (HK) Limited (the "**Placing Agent**"), to place for a maximum of 65,000,000 new Shares during the Placing Period (as defined as below).

On the terms set out in this agreement (the "**Placing Agreement**"), we agree, on a best effort basis, to place, or procure the placing of, the Placing Shares, at the price of HKD 1.86 per Placing Share (the "**Placing Price**"), with not less than six institutional, corporate, individual or other investors (the "**Placees**"), who and whose ultimate beneficial owner(s) shall be the Independent Third Parties (as defined as below).

The Placing Agent and the Company agree that they will use their best endeavours to ensure that the Company will continue to comply with the public float requirements under the Listing Rules upon completion of the Placing.

A. Placing Agent for the Placing

As the Placing Agent, the major areas of our involvement would be as follows:-

- to place, on a best effort basis, all the Placing Shares to institutional, corporate, individual or other investor(s) who and whose ultimate beneficial owner(s) shall be independent of and not connected with the Company, the connected persons of the Company and their respective associates ("the **Independent Third Parties**") and none of the Placees and their respective associates will, immediately upon Completion, become a substantial shareholder (as defined in the Listing Rules) as a result of the Placing; such that the Placing (i) will not constitute a connected

transaction on the part of the Company; (ii) will not have any implications under the Takeovers Code and no shareholder will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing; and (iii) will not result in non-compliance with the public float requirement;

- to assist the Company in coordinating and liaising with such investor(s) in relation to the Placing; and
- shall not have any underwriting obligation or liability to purchase or subscribe for any of the Placing Shares which are not subscribed for by investors introduced by the Placing Agent, nor shall it be obligated to guarantee the success of the Placing or to purchase any unplaced Placing Shares.

B. Proposed Placing timetable

The proposed period for the Placing (the “**Placing Period**”) shall commence since the date of the Placing Agreement and ending on a date within three (3) business day after the date of EGM or such later date as the Company and the Placing Agent may agree in writing, being the period during which the Placing Agent will seek to effect the Placing.

C. Proposed remuneration in relation to the Placing

With respect to the services outlined above, we would propose the following fee structure:

(i) The Placing Commission

Upon completion of the Placing, a placing commission, being 2.60% of the aggregate amount of the Placing Price multiplied by the actual number of the Placing Shares placed by the Placing Agent. For this purpose, the Placing Agent may deduct the full amount of such placing commission from the amount of any placing moneys paid by such investor(s) at Completion pursuant to Clause E(b)(ii).

D. Conditions of the Placing

Completion of the Placing is conditional upon:-

- (a) the Company's shareholders having approved at the extraordinary general meeting (“EGM”) of the Company this Placing Agreement and the transactions contemplated hereunder (including the grant of the specific mandate);
- (b) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Placing Shares on the Stock Exchange (and such listing approval not subsequently being revoked prior to the Completion);
- (c) all necessary consents and approvals to be obtained on the part of each of the Placing Agent and the Company in respect of this Placing Agreement and the transactions contemplated hereunder having been obtained; and
- (d) this Placing Agreement not having been terminated in accordance with the

terms of this Placing Agreement.

If any of the conditions precedent above is not fulfilled on or before 31 July 2026 or such later date as the Company and the Placing Agent may agree in writing (the “**Long Stop Date**”), the Placing Agreement shall lapse and become null and void and the Company and the Placing Agent shall be released from all obligations thereunder, save the liabilities for any antecedent breaches thereof.

E. Completion

(a) Completion shall take place within three business day after the fulfillment of all the conditions precedent set out in this Placing Agreement (or such other date and place as the Company and the Placing Agent may agree in writing) (the “**Completion Date**”). Completion shall take place not later than 4:00 p.m. on the Completion Date at the principal place of business in Hong Kong of the Company (or such other venue as the Company and the Placing Agent may agree in advance) when all of the following business shall be transacted.

(b) The Placing Agent shall:-

(i) by the last date of the Placing Period, deliver to the Company a schedule showing details of the Placees, including their names in English and Chinese, (for corporations) countries of incorporation, addresses (or, for corporations, registered addresses), telephone numbers, personal identification numbers, employer’s identities, the number of Placing Shares purchased by each placee, and details of the CCASS stock accounts to which such Placing Shares are to be credited;

(ii) Within three working days of the EGM's approval, deliver to the Stock Exchange (and/or the SFC, if requested) details of the Placee(s) procured to subscribe for the Placing Shares including, inter alia, their names in English and Chinese, addresses and the number of Placing Shares which they have respectively agreed to subscribe, and (if requested by the Stock Exchange and/or the SFC) together with acknowledgment confirming, inter alia, that such Placees (and any of their beneficial owners) are Independent Third Parties;

(iii) by no later than 2:00 p.m. on the second business day preceding Completion Date, deliver to the Company (or Computershare Hong Kong Investor Services Limited, the Company’s branch share registrar and transfer office in Hong Kong (the “**Registrar**”)) application for all the Placing Shares taken up by the Placees which was already provided by the Placing Agent to the Company and the Stock Exchange when applying for the listing approval of the Placing Shares; and

(iv) by no later than 12:00 noon on the business day preceding the Completion Date, effect payment to the Company (and the Company should have received in full of such payment) by either the delivery of one of more cashier’s orders(s) issued by a licensed bank in Hong Kong or payment of an amount in immediately available funds in such manner as shall be found by the Company in its reasonable opinion to be acceptable equal to the aggregate placing amount payable for the aggregate number of Placing Shares so subscribed (after deduction of the commissions referred under Clause C).

(c) Against compliance by the Placing Agent with its obligations, the Company shall:-

(i) by no later than 4:00 pm on the day preceding the Completion Date give written instruction to the Hong Kong branch share registrar and transfer office of the Company, Registrar to allot and issue, credited as fully paid, to the Placees (and/or their respective nominees) (if any) as instructed by the Placing Agent) the Placing Shares and shall procure that the Placees and/or such nominees are registered on the branch register of members of the Company in Hong Kong in respect thereof; and

(ii) by no later than 4:00 pm on the Completion Date procure delivery to the Placing Agent definitive share certificates for the Placing Shares in board lots or an integral multiple thereof in such denomination as the respective Placees may request issued in the names of the respective Placees (or their respective nominees) and in accordance with instructions given in the application to be delivered as referred to above.

F. Termination of the Placing

The Placing Agent may, by giving a written notice to the Company, at any time prior to the Completion Date provided that such notice is received prior to 8:00 a.m. on the Completion Date if there develops, occurs or comes into force:

- (a) the occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events, developments or changes occurring or continuing before, on and/or after the date of this Placing Agreement) and including an event or change in relation to or a development of an existing state of affairs of a political, military, industrial, financial, economic, fiscal, regulatory or other nature, resulting in a change in, or which may result in a change in, political, economic, fiscal, financial, regulatory or stock market conditions and which in the Placing Agent's absolute opinion would adversely affect the success of the Placing; or
- (b) the imposition of any moratorium, suspension (for more than seven (7) trading days) or restriction on trading in the securities generally on the Stock Exchange occurring due to exceptional financial circumstances or otherwise and which in the Placing Agent's absolute opinion, would adversely affect the success of the Placing; or
- (c) any new law or regulation or change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdiction relevant to the Group and if in the Placing Agent's absolute opinion any such new law or change may adversely affect the business or financial prospects of the Group and/or the success of the Placing; or
- (d) any litigation or claim being instigated against any member of the Group, which has or may have an adverse effect on the business or financial position of the Group and which in the Placing Agent's absolute opinion would adversely affect the success of the Placing; or

- (e) any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or
- (f) any breach of any of the representations and warranties set out in this Placing Agreement comes to the knowledge of the Placing Agent or any event occurs or any matter arises on or after the date of this Placing Agreement and prior to the Completion Date which if had occurred or arisen before the date of this Placing Agreement would have rendered any of such representations and warranties untrue or incorrect or there has been a breach by the Company of any other provision of this Placing Agreement; or
- (g) there is any material change (whether or not forming part of a series of changes) in market conditions which in the absolute opinion of the Placing Agent would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed.

Upon termination of this Placing Agreement, this Placing Agreement shall thereupon cease to have effect and none of the parties shall have any rights or claims by reason thereof save for any rights or obligations which may accrue under this Placing Agreement prior to such termination.

PART 2 - GENERAL

A. Confidentiality

The Placing Agent confirms that all information and documents received from the Company in connection with this engagement will be regarded as strictly confidential to the Company and will be treated accordingly by the Placing Agent.

B. Representations, Warranties and Indemnities

- (i) In agreeing to the terms of this Placing Agreement, the Company hereby agree the followings:
 - (a) The Company shall be responsible for all other professional fees, expenses of its share registrar and printer's charges.
 - (b) The Company shall provide the Placing Agent with all such information relating to the Company, any companies controlled by the Company and the Group as the Placing Agent would reasonably require for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Group or otherwise and all material facts and information which might reasonably be expected to be relevant in enabling the Placing Agent to fulfil its responsibilities in carrying out the terms of its engagements.
 - (c) The Company shall inform the Placing Agent in the event of any material change in the information in respect of (b) above or in the reasonable opinion of the Company relevant to the Placing.

- (d) The Company shall accept full responsibility for the accuracy of all information and facts given by the Company to the Placing Agent in relation to the Placing and warrant that no other material information or material facts have been or will be withheld, the omission of which will make the information or facts given to the Placing Agent incorrect or misleading in any material respect, and to notify the Placing Agent should such omission or inaccuracy first come to the attention of the Company.
- (e) The Placing Agent may, from time to time, disclose information regarding the Company and each of the companies controlled by the Company, its directors, shareholders, representatives and officers which may be confidential to the regulatory authorities upon their enquiries, including but not limited to the Stock Exchange and the SFC. Should such disclosure be required to be made, the Placing Agent agrees to obtain the consent from the Company or the Company's representatives prior to such disclosure.

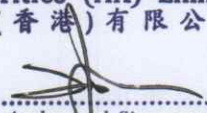
C. Applicable Law and Jurisdiction and Miscellaneous

- (i) This Placing Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong.
- (ii) The Placing Agent hereby warrants and represents to the Company that it is a licensed corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and it and its ultimate beneficial owner(s) are the Independent Third Parties and are not Shareholders.
- (iii) No third party shall have any right under this Placing Agreement by virtue of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

If the Company wish to accept this Placing Agreement subject to the terms and conditions set out above, please duly complete and sign the attached confirmation of acceptance and return duplicate of this Placing Agreement to the Placing Agent by hand at Room 4036-4039, 40/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong.

Yours faithfully,

For and on behalf of
Wanhai Securities (HK) Limited
Wanhai Securities (HK) Limited
萬海證券(香港)有限公司


.....
Authorized Signature(s)

Authorized Signature

To : Wanhai Securities (HK) Limited
Room 4036-4039, 40/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong

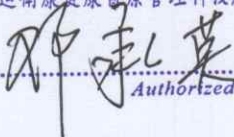
Confirmation of Acceptance

We confirm our acceptance of the terms and conditions of the placing agreement as set out in your letter dated 30 March 2026 of which this confirmation forms part.

For and on behalf of

MEDIWELCOME HEALTHCARE MANAGEMENT & TECHNOLOGY INC.

For and on behalf of
Mediwelcome Healthcare Management & Technology Inc.
麥迪衛康健康醫療管理科技股份有限公司


.....
Authorized Signature(s)

Authorised Signature / Director

Name:

Date: