Q & M Dental Group (Singapore) Limited
(Company Registration Number 200800507R)
(Incorporated in the Republic of Singapore)

ENTRY INTO SALE AND PURCHASE AGREEMENT IN RESPECT OF THE EXPERTEETH GROUP

---

1. INTRODUCTION

1.1. The board of directors (the "**Board**" or "**Directors**") of Q & M Dental Group (Singapore) Limited (the "**Company**", and together with its subsidiaries, the "**Group**") refers to the Company's announcement dated 11 March 2026 (the "**Previous Announcement**") in respect of its entry into a memorandum of understanding ("**MOU**") in respect of the Company's proposed acquisition of an Australian dental group.

1.2. Unless otherwise defined, all capitalised terms used herein shall bear the same meanings as ascribed to them in the Previous Announcement.

1.3. The Australian dental group which is the subject of the proposed acquisition referred to in the Previous Announcement is the Experteeth Dental Group ("**Experteeth Group**"). The Experteeth Group comprises a group of companies that operate a network of dental clinics across Australia under the Elevate Dental Group, Lumiere Dental Group, Ace Dental Group, Yiruda Dental Group, Prestige Dental Group and Bubble Teeth Dental Group brands.

1.4. Following negotiations, the Board is pleased to announce that the Company has, on 10 July 2026, entered into a sale and purchase agreement ("**SPA**") with, amongst others, the shareholders of the companies comprising the Experteeth Group (the "**Sellers**"). Pursuant to the SPA, the Company has agreed to acquire, either directly or through a wholly owned subsidiary, 100% of the issued share capital of the companies comprising the Experteeth Group (the "**Proposed Australian Acquisition**"). The SPA supersedes the MOU and sets out the agreed terms between the Company and the Sellers in relation to the Proposed Australian Acquisition.

1.5. As the relative figures in respect of the Proposed Australian Acquisition computed on the bases set out in Rule 1006 of the listing manual ("**Listing Manual**") of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") exceed 20% but do not exceed 100%, the Proposed Australian Acquisition is classified as a "major transaction" under Rule 1014 of the Listing Manual and is subject to the approval of shareholders of the Company ("**Shareholders**") at an extraordinary general meeting ("**EGM**") to be convened. Please refer to paragraph 6 of this announcement for further details. A circular ("**Circular**") containing details of, *inter alia*, the Proposed Australian Acquisition will be issued by the Company in due course.

2. INFORMATION ON THE EXPERTEETH GROUP, THE SALE SHARES, THE SELLERS AND THE GUARANTORS

All information in respect of the Experteeth Group, the Sellers and the Guarantors (as defined below) is based on information and representations made and provided by the Sellers and Guarantors and the Experteeth Group to the Company. The Company has, to the extent possible and practicable, undertaken verification of such information in the course of its due diligence exercise in connection with the Proposed Australian Acquisition. The Company's responsibility is limited to ensuring that such information has been accurately and correctly extracted and reproduced in this announcement in its proper form and context.

2.1. Information on the Experteeth Group

2.1.1. The Experteeth Group comprises 52 companies incorporated in Australia which collectively operate a network of 40 dental clinics across New South Wales, Victoria, Queensland, Tasmania and the Australian Capital Territory under the Elevate Dental Group, Lumiere Dental Group, Ace Dental Group, Yiruda Dental Group, Prestige Dental Group and Bubble Teeth Dental Group brands. The Experteeth Group provides a comprehensive range of dental services, including general dentistry, orthodontics, cosmetic dentistry and implantology.

2.1.2. Founded in 2017, the Experteeth Group is a dentist-owned and managed dental group focused on delivering high-quality, patient-centred care. It has a clinical team of approximately 120 dentists, predominantly general practitioners. The Experteeth Group places significant emphasis on preventive dentistry, clinical governance and the adoption of digital dental technologies to enhance patient outcomes and operational efficiency. The Experteeth Group also invests in the professional development of its clinicians through structured training and knowledge-sharing programmes, while seeking to improve access to quality dental care across both metropolitan and regional communities in Australia.

2.1.3. A corporate structure chart of the Experteeth Group as at the date of this announcement is set out in **Appendix A** to this announcement.

2.2. Information on the Sellers and the Sale Shares

2.2.1. As at the date of this announcement, the Sellers are the legal owners of the shares held by them in the companies comprising the Experteeth Group (the "**Sale Shares**"). The Sellers hold the Sale Shares as trustees of the respective trusts set out below. The Sellers are companies incorporated under the laws of Australia.

2.2.2. Pursuant to the SPA, the Company (either itself or through a wholly owned subsidiary) will acquire the Sale Shares from the Sellers, resulting in the Company acquiring 100% of the issued share capital of the companies comprising the Experteeth Group. Details of the Sellers, the trusts for which they act as trustees, and the Sale Shares to be acquired from each Seller are set out below:

Seller	Number of Sale Shares	Percentage of Shares held
Jasmine Dental Pty Ltd (ACN 634 811 019) ATF Jasmine Dental Trust	1100 Ordinary Shares in GC Health Pty Ltd (ACN 618 393 276) 100 DVVR Shares in GC Health Pty Ltd (ACN 618 393 276)	50% of total shares in GC Health Pty Ltd (ACN 618 393 276)

Seller	Number of Sale Shares	Percentage of Shares held
Westwood International Pty Ltd (ACN 618 002 056) ATF Ophir Trust	1100 Ordinary Shares in GC Health Pty Ltd (ACN 618 393 276) 100 DVVR Shares in GC Health Pty Ltd (ACN 618 393 276)	50% of total shares in GC Health Pty Ltd (ACN 618 393 276)
WH & SH Holdings Pty Ltd (ACN 670 011 971) ATF WH & SH Family Trust	2 Ordinary Shares in Apex Dental Group Pty Ltd (ACN 670 251 073)	100% of total shares in Apex Dental Group Pty Ltd (ACN 670 251 073)
FBX Holdings Pty Ltd (ACN 664 087 996) ATF FBX Family Trust	100 Ordinary Shares in BX Dental Pty Ltd (ACN 664 088 779)	100% of total shares in BX Dental Pty Ltd (ACN 664 088 779)
Dental Partners & Ventures Pty Ltd (ACN 634 903 923) ATF Dental Partners & Ventures Unit Trust	60 Ordinary Shares in Elevate Dental Group Pty Ltd (ACN 637 181 858)	60% of total shares in Elevate Dental Group Pty Ltd (ACN 637 181 858)
WXJ Holdings Pty Ltd (ACN 649 793 886) ATF WXJ Family Trust	100 Ordinary Shares in RW Health Pty Ltd (ACN 649 796 789)	100% of total shares in RW Health Pty Ltd (ACN 649 796 789)
Yiruda Holdings Pty Ltd (ACN 663 548 605) ATF Yiruda Family Trust	100 Ordinary Shares in Yiruda Health Pty Ltd (ACN 663 641 754)	100% of total shares in Yiruda Health Pty Ltd (ACN 663 641 754)

2.2.3. Book value of the Sale Shares

Based on the latest unaudited management accounts of the Experteeth Group for the financial year ended 30 June 2025 ("**FY2025**"), the book value of the Sale Shares is approximately S$17,355,735[1] as at 30 June 2025.

2.2.4. Net tangible asset ("**NTA**") attributable to the Sale Shares

Based on the latest unaudited management accounts of the Experteeth Group for FY2025, the NTA attributable to the Sale Shares is approximately S$4,869,125[2] as at 30 June 2025.

[1] Based on the exchange rate of SGD0.8952 to AUD1.00.
[2] Based on the exchange rate of SGD0.8952 to AUD1.00.

2.2.5. Open market value attributable to the Sale Shares

The open market value of the Sale Shares is not available as the Sale Shares are not publicly traded. No independent valuation on the Sale Shares is required under Rule 1014(2) of the Listing Manual for the purposes of the Proposed Australian Acquisition, as the Proposed Australian Acquisition involves an acquisition of shares and not other assets.

Notwithstanding the foregoing, the Board had considered the value of the Sale Shares and determined that an independent valuation was not necessary, taking into account, *inter alia*, (a) the historical financial performance and financial position of the Experteeth Group; (b) the Profit Guarantee (as defined below) provided by the Sellers and supported by the escrow and share security arrangements; (c) the agreed consideration having been negotiated on a willing-buyer willing-seller basis and reflecting the commercial value of the Sale Shares; and (d) the strategic rationale and potential synergies expected from the Proposed Australian Acquisition as set out in paragraph 4 below.

2.2.6. Net profits attributable to the Sale Shares

Based on the latest unaudited management accounts of the Experteeth Group for FY2025, the net profits before tax attributable to the Sale Shares is approximately S$9,413,833[3] for FY2025.

2.3. **Information on the Guarantors**

2.3.1. Under the SPA, the performance of each Seller's obligations will be guaranteed by its respective guarantor (each, a "**Guarantor**" and collectively, the "**Guarantors**").

2.3.2. The Guarantors are among the beneficiaries of the respective trusts for which the Sellers act as trustees and include the founders of the Experteeth Group, being Jeffrey Gao and Hong Chang (the "**Founders**"), and the other identified key dentists of the Experteeth Group ("**Key Dentists**").

2.3.3. The continued involvement of the Guarantors, including the Founders and Key Dentists, is important to the ongoing clinical operations and management of the relevant businesses within the Experteeth Group.

2.3.4. In connection with the Proposed Australian Acquisition, each Founder will enter into a management services agreement ("**Management Services Agreement**") for a minimum term of 15 years following completion of the Proposed Australian Acquisition ("**Completion**"), pursuant to which they will be appointed as Co-Chief Executive Officers of the Experteeth Group. In such capacity, the Founders will be responsible for providing strategic leadership and overseeing the management, direction and long-term growth of the Experteeth Group following Completion.

2.3.5. In addition, each of the Founders and Key Dentists will enter into a 15-year key dentist services facility agreement ("**Key Dentist Services Agreement**"), pursuant to which they will continue to provide clinical dental services to the Experteeth Group. Further details of the Management Services Agreements and Key Dentist Services Agreements are set out in paragraph 3.6 below.

[3] Based on the exchange rate of SGD0.8952 to AUD1.00.

2.3.6. The Guarantors are:

(a) Jeffrey Gao – Founder
(b) Hong Chang – Founder
(c) William Zhen Hui Hong – Key Dentist
(d) Boxi Feng – Key Dentist
(e) Carl Pan – Key Dentist
(f) Berwyn Liu – Key Dentist
(g) Richard Michael Wang – Key Dentist
(h) Seung Yeon Kim – Key Dentist

2.3.7. As at the date of this announcement, to the best of the Board's knowledge, neither the Sellers, the Guarantors nor their respective associates are substantial shareholders of the Company. The Sellers and Guarantors are not directly or indirectly related to any of the Directors or controlling shareholders (as defined in the Listing Manual) of the Company and/or their respective associates (as defined in the Listing Manual).

3. PRINCIPAL TERMS OF THE PROPOSED AUSTRALIAN ACQUISITION

3.1. Purchase Consideration

3.1.1. The consideration for the Proposed Australian Acquisition is AUD119,635,712 ("**Consideration**"), to be satisfied in the proportions and manner set out in the SPA, as follows:

(a) AUD64,635,712 in cash (the "**Cash Consideration**"), comprising:

(i) AUD45,885,712 payable on completion of the Proposed Australian Acquisition ("**Completion Payment**"); and

(ii) AUD18,750,000 payable as deferred purchase price payment ("**Deferred Purchase Price Payment**"), subject to the achievement of the applicable profit guarantee targets in accordance with the SPA, as further described in paragraph 3.5.3 below; and

(b) AUD55,000,000 to be satisfied by the allotment and issuance of 70,337,143[4] new ordinary shares in the capital of the Company to the Sellers (the "**Consideration Shares**") at an issue price of S$0.70 per Consideration Share (the "**Issue Price**"). The Consideration Shares will be held by the Sellers as trustees on behalf of the beneficiaries of the trust, which includes the Guarantors.

3.1.2. The Consideration was arrived at after negotiations with the Sellers on a willing-buyer, willing-seller basis. In arriving at the Consideration, the Company has taken into account, *inter alia*, past revenue, net profit and net asset value of the Experteeth Group, the current market conditions, the potential synergy between the Company and the Experteeth Group , the history, track record and future prospects of the Experteeth Group, the strategic merits as well as the potential future contributions to the Group's earnings through the proposed expansion into the Australian market of the Proposed Australian Acquisition.

[4] The number of Consideration Shares to be issued will be calculated by dividing the consideration shares amount of AUD55,000,000 by the Issue Price, converted to Australian dollars at the consideration exchange rate of SGD0.8952 to AUD1.00.

3.2. **Consideration Shares and Moratorium**

3.2.1. The Consideration Shares represent approximately 7.42% of the existing issued and paid-up share capital of the Company comprising 947,699,131 Shares (excluding treasury) as at the date of this announcement and will represent approximately 6.91% of the enlarged issued and paid-up share capital of the Company of 1,018,036,274 Shares (excluding treasury shares).

3.2.2. The Issue Price represents a premium of 25.7% to the volume weighted average price of the Shares of S$0.557 on 9 July 2026 being the last full market day when the Shares were traded on the SGX-ST up to Company's entry into the SPA.

3.2.3. The Company will be seeking specific approval from Shareholders for the allotment and issuance of the Consideration Shares in accordance with Section 161 of the Companies Act 1967 of Singapore and Rule 805 of the Listing Manual.

3.2.4. The Consideration Shares will be issued free from all claims, charges, liens, pledges, mortgages, and other encumbrances whatsoever and shall rank pari passu in all respects with and carry all rights similar to the existing issued Shares, except that they will not rank for any dividend, right, allotment or other distributions, the Record Date (as defined below) for which falls on or before the date of the allotment and issue of the Consideration Shares. For the purposes of this paragraph, "**Record Date**" means the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares.

3.2.5. The Consideration Shares will not be issued and allotted to any person who is a Director or a substantial shareholder of the Company as at the date of this announcement, or any other person in the categories set out in Rule 812(1) of the Listing Manual. The issuance and allotment of the Consideration Shares will not result in any transfer of controlling interest in the Company.

3.2.6. The Company will be applying to the SGX-ST for the dealing in, listing of and quotation for the Consideration Shares on the Main Board of the SGX-ST and will make the necessary announcement(s) upon receipt of the approval in-principle ("**AIP**") from the SGX-ST.

3.2.7. In connection with the Proposed Australian Acquisition, the Sellers will each enter into a moratorium deed of undertaking ("**Moratorium Undertaking**"), pursuant to which the Consideration Shares will be subject to a moratorium period of 15 years following completion of the Proposed Australian Acquisition (the "**Moratorium Period**"). During the Moratorium Period, the Sellers shall not, and shall procure that no transfer, sale, pledge or other disposal of the Consideration Shares occurs, except as permitted under the Moratorium Undertaking.

3.3. **Equity Injection into the Experteeth Group**

On Completion, the Company shall, by way of subscription for new shares, pay AUD30,364,288 (the "**Financing Facilities Amount**"), which shall be applied towards:

(a) the repayment and discharge of the Experteeth Group's financing facilities;

(b) the funding of the Experteeth Group's expansion; and

(c) the allocation of AUD364,288 for working capital and expansion.

The aggregate amount of any outstanding and unsettled Financing Facilities Amount as at the Completion Date (as defined below) shall not exceed AUD1,000,000.

3.4. **Conditions Precedent**

Completion is conditional upon the fulfilment of various conditions precedent under the SPA ("**Conditions Precedent**"), including but not limited to the following:

(a) the results of legal, financial and commercial due diligence and investigations in relation to the Sellers and the Experteeth Group as the Company considers appropriate or necessary, being satisfactory to the Company (in its sole discretion), and the rectification of any legal, financial and commercial issues identified in connection with the due diligence investigations on the Experteeth Group being satisfactory to the Company (acting in its sole and absolute discretion);

(b) if required, the execution and delivery of a deed of amendment (and any ancillary documents) in such form and on terms satisfactory to the Company;

(c) the implementation and completion of the pre-completion restructuring in accordance with, and as agreed between, the parties;

(d) no material adverse change having occurred before Completion;

(e) receipt of all consents, approvals and waivers required under the contracts specified in the SPA in connection with the acquisition of the Sale Shares, including any consents required in respect of the resulting change of control of the relevant companies of the Experteeth Group, with each such consent, approval or waiver being unconditional or subject only to conditions reasonably acceptable to the Company;

(f) receipt of evidence satisfactory to the Company confirming the requisite consents, registrations, access arrangements, completion of specified renovation works, and termination of certain pre-existing leases in respect of the Experteeth Group's premises;

(g) evidence that certain encumbrances as set out in the SPA have been released from the Personal Property Securities Register established under the Personal Property Securities Act 2009 with effect on and from Completion;

(h) each of the Founders and Key Dentists having entered into the Key Dentist Services Agreements;

(i) the Company having received evidence, to its reasonable satisfaction, that all licences held by the Experteeth Group and the Key Dentists identified remain in full force and effect;

(j) the Company having obtained the approval of its Shareholders for the Proposed Australian Acquisition, at an EGM of the Company to be convened;

(k) the Company having obtained all approvals required from the SGX-ST in connection with the issuance of the Consideration Shares, including the AIP, and where the AIP is subject to conditions, to the extent that any conditions are required to be fulfilled on or before Completion, they are so fulfilled; and

(l) the allotment and issue of the Consideration Shares to the Sellers not being prohibited by any statute, order, rule, regulation or directive promulgated or issued after the date of the SPA by any legislative, executive or regulatory body or authority of Singapore or any other jurisdiction which is applicable to the Company or the Sellers.

The Parties must use all reasonable endeavours to ensure that the Conditions Precedent are satisfied within six (6) months of the date of the SPA, or such other date as otherwise agreed by the parties ("**Longstop Date**"). If any of the conditions contained in the SPA has not been satisfied (or waived) on or before the Longstop Date, either the Company or the Sellers may terminate the SPA by giving notice in writing to the other party.

3.5. **Profit Guarantee**

3.5.1. The Proposed Australian Acquisition will be supported by a profit guarantee ("**Profit Guarantee**") from the Sellers in the aggregate amount of approximately AUD112,647,289 over the eight (8) year period following Completion (the "**Profit Guarantee Period**").

3.5.2. The Sellers acknowledge and agree that the Consideration has been determined on the basis that the Experteeth Group will achieve the following audited net profit after tax targets ("**Guaranteed NPAT**") during the Profit Guarantee Period as follows:

Profit Guarantee Period	Profit Guarantee Years	Guaranteed NPAT
Profit Guarantee Period 1	Year 1	AUD10,300,000
	Year 2	AUD11,330,000
Profit Guarantee Period 2	Year 3	AUD12,463,000
	Year 4	AUD13,709,300
Profit Guarantee Period 3	Year 5	AUD15,080,230
	Year 6	AUD16,588,253
Profit Guarantee Period 4	Year 7	AUD16,588,253
	Year 8	AUD16,588,253

For the purposes of the Profit Guarantee, the net profit after tax ("**NPAT**") of the Experteeth Group shall be calculated in accordance with the SPA and determined by reference to the audited financial statements of the Experteeth Group for the Profit Guarantee Period.

3.5.3. **Deferred Purchase Price Payment**

The Deferred Purchase Price Payment will be payable by the Company to the Sellers if the Experteeth Group's aggregate NPAT for Profit Guarantee Year 1 is equal to or greater than 97% of the Guaranteed NPAT for Profit Guarantee Year 1.

If the Experteeth Group's aggregate NPAT for Profit Guarantee Year 1 is below the Guaranteed NPAT for Profit Guarantee Year 1 but the shortfall is between 3% and 20% (inclusive), the Deferred Purchase Price Payment will be deferred until the applicable Profit Guarantee Period in which the Experteeth Group's aggregate NPAT achieved equals or exceeds the applicable aggregate Guaranteed NPAT for that Profit Guarantee Period. Upon achievement of the applicable aggregate Guaranteed NPAT, the Company will pay the Deferred Purchase Price Payment to the Sellers.

If the Experteeth Group's aggregate NPAT for Profit Guarantee Year 1 is less than the Guaranteed NPAT for Profit Guarantee Year 1 by more than 20%, the Company will not be required to make the Deferred Purchase Price Payment, and such amount will be treated as a reduction of the Consideration.

3.5.4. **Shortfall Amount Payment, Escrow Account and Share Security Arrangement**

(a) If, at the end of any 2-year Profit Guarantee Period, the Experteeth Group's aggregate NPAT is less than the applicable Guaranteed NPAT for the relevant Profit Guarantee Period, the Sellers shall be liable to pay the resulting shortfall amount ("**Shortfall Amount**") in accordance with the SPA.

(b) The Sellers' obligations in respect of any Shortfall Amount shall be supported by

(i) an escrow arrangement whereby AUD8,000,000 of the Completion Payment in cash will be deposited into a separate interest-bearing bank account maintained with a reputable Australian financial institution ("**Escrow Account**"); and

(ii) a deed of share security pursuant to which each Sellers shall grant security over all Consideration Shares held by them in favour of the Company (the "**Share Security Deed**").

(c) If the Experteeth Group's aggregate NPAT is equal to or exceeds the applicable Guaranteed NPAT for Profit Guarantee Year 1, the balance required to be maintained in the Escrow Account shall be reduced from AUD8,000,000 to AUD5,500,000 for the remainder of the Profit Guarantee Period.

(d) Any Shortfall Amount payable by the Sellers shall be satisfied in accordance with the following payment waterfall:

(i) first, by payment in cash by the Sellers within the timeframe specified in the SPA;

(ii) to the extent any Shortfall Amount remains unpaid, by withdrawal by the Company from the Escrow Account; and

(iii) to the extent any Shortfall Amount remains outstanding after application of the Escrow Account, by payment in cash by the Sellers or by the sale of such number of Consideration Shares as is necessary to satisfy the outstanding amount, in accordance with the Share Security Deed.

(e) If any amount is withdrawn from the Escrow Account, the Sellers shall procure that the Escrow Account is topped up within the timeframe specified in the SPA so that the balance is restored to AUD8,000,000 or AUD5,500,000 (as applicable). Any top-up shall be satisfied:

(i) not less than 50% in cash, which may, subject to the Company's consent, be repaid under a 12-month interest-free instalment arrangement, with the amount payable to be repaid by equal monthly instalments over the 12-month period. Each Guarantor and Key Dentist has agreed that, under the applicable Key Dentist Services Agreement, the Company may deduct such monthly instalments from amounts otherwise payable to that Guarantors and Key Dentist in respect of their provision of clinical services at the relevant clinic(s) operated; and

(ii) any remaining balance (up to 50%) through the sale of such number of Consideration Shares as is necessary to generate actual net sale proceeds equal to the remaining top-up amount.

3.5.5. **Put Option**

In connection with the Profit Guarantee, the Company has been granted a put option to require the Sellers to purchase all of the Sale Shares acquired by the Company (the "**Put Option**"). The Company may exercise the Put Option where the Guaranteed NPAT for any Profit Guarantee Period has not been achieved and the Shortfall Amount arising has not been fully satisfied by the Sellers in accordance with the SPA. Upon exercise of the Put Option, the price payable by the Sellers to the Company for the Sale Shares shall be equal to the sum of: (i) the aggregate of the Consideration and the Financing Facilities Amount, less any Shortfall Amounts that have been satisfied by the Sellers in accordance with the SPA; and (ii) an amount calculated to provide the Company with a rate of return of 10% per annum on such amount from (and including) the Completion Date to (and including) the date of completion of the Put Option exercise.

3.5.6. **Disclosures under Rule 1013 of the Listing Manual**

In view of the Profit Guarantee, the Company provides the following information in accordance with Rule 1013(1) of the Listing Manual:

(a) <u>Rule 1013(1)(a) of the Listing Manual: the views of the Board in accepting the Profit Guarantee and the factors taken into consideration and basis for such a view.</u>

The Board's view on the Profit Guarantee is that the Profit Guarantee is reasonable and is beneficial to the Company, and helps to safeguard the interests of the Company and the Shareholders. In accepting the Profit Guarantee, the Board has considered and taken into account, among other things, the following factors:

(i) historical financial performance and track record of the Experteeth Group;

(ii) the Experteeth Group's current operations, and its financial forecasts;

(iii) the intrinsic potential for the Experteeth Group and its growth prospects;

(iv) the experience of the Sellers, Guarantors, Key Dentists and the Founders in the dental industry;

(v) the synergistic benefits of the collaboration;

(vi) prevailing industry conditions;

(vii) the rationale and benefits of the Proposed Australian Acquisition as elaborated in paragraph 4 of this Announcement;

(viii) the principal assumptions made relating to the Profit Guarantee, as elaborated in paragraph 3.5.6(b) of this Announcement; and

(ix) safeguards to ensure the Company's right of recourse in the event that the Profit Guarantee is not met, details of which are set out in paragraph 3.5.6(c) of this Announcement.

(b) <u>Rule 1013(1)(b) of the Listing Manual: the principal assumptions including commercial bases and assumptions upon which the quantum of the Profit Guarantee is based.</u>

The principal assumptions, including commercial bases upon which the quantum of the Profit Guarantee is based, include, inter alia, the following:

(i) operating expenses will either remain constant or that there will be a corresponding increase in revenue when operating expenses increase;

(ii) there will be no material changes in the existing political, legal (including changes in legislation or regulations or rules), fiscal, market or economic conditions in Australia and/or Singapore;

(iii) there will be no material loss of major customers, major suppliers, strategic partners which are essential for the operations of the Experteeth Group;

(iv) there will be no interruption of the operations that will adversely affect the Experteeth Group as a result of a shortage in supply of raw materials or any other circumstances such as natural disasters, or changes in the regulatory regime in Australia and/or Singapore which are beyond management control;

(v) there will be no material capital expenditure during the Profit Guarantee Period, beyond those provided for in the Experteeth Group's annual budget; and

(vi) there will be no material changes in the key personnel of the Experteeth Group.

(c) <u>Rules 1013(1)(c) and 1013(1)(d) of the Listing Manual: the manner and amount of compensation to be paid by the Sellers in the event that the Profit Guarantee is not met and the conditions precedent, if any, and the detailed basis for such a compensation, and the safeguards put in place to ensure the Company's right of recourse in the event that the Profit Guarantee is not met, if any.</u>

In the event that the Profit Guarantee is not met, the Sellers will be liable to pay the applicable Shortfall Amount in accordance with the waterfall payment set out in paragraph 3.5.43.5.3(d) above.

The Sellers shall first satisfy any Shortfall Amount by payment in cash. To the extent any Shortfall Amount remains unpaid, the Company shall be entitled to withdraw the relevant amount from the Escrow Account established to support the Sellers' obligations under the Profit Guarantee. The Sellers are required to replenish the Escrow Account following any withdrawal as set out in paragraph 3.5.4(e) above.

If any Shortfall Amount remains outstanding following application of the cash payment and Escrow Account arrangements, the Sellers may satisfy the remaining amount by either payment in cash or, at the election of the relevant Seller, through the sale of such number of Consideration Shares as is necessary to satisfy the outstanding Shortfall Amount in accordance with the Share Security Deed. If a Seller fails to satisfy its outstanding obligations, the Company shall be entitled to enforce the Share Security Deed and apply the proceeds from the disposal of the relevant Consideration Shares towards satisfaction of the outstanding amount.

These arrangements provide the Company with recourse and safeguards to recover any Shortfall Amount arising from a failure to achieve the Profit Guarantee.

3.6. **Management Services Agreement and Key Dentists Services Agreements**

3.6.1. As stated in paragraph 2.3.4 above, each Founder will enter into a Management Services Agreement for a minimum term of 15 years following Completion, pursuant to which the Founders will be appointed as Co-Chief Executive Officers of the Experteeth Group. The Management Services Agreements will set out the Founders' responsibilities in relation to the strategic direction, management and expansion of the Experteeth Group, including overseeing growth initiatives, business development opportunities and the long-term development of the Experteeth Group following Completion.

3.6.2. Each of the Founders and Key Dentists will enter into a Key Dentist Services Agreement for a minimum term of 15 years following Completion, pursuant to which the Founders and Key Dentists will continue to provide clinical dental services to the Experteeth Group. The Key Dentist Services Agreements will include customary provisions relating to non-compete and non-solicitation obligations.

3.7. **Completion Date**

Completion shall take place five (5) business days after the day when all the Conditions Precedent are satisfied or waived, or such other date as agreed in writing by the Parties (the "**Completion Date**").

3.8. **Governing Law**

The SPA is governed by the law of New South Wales.

4. RATIONALE FOR THE PROPOSED AUSTRALIAN ACQUISITION

The Proposed Australian Acquisition supports the Company's long-term strategic objectives of expanding its footprint beyond Singapore and strengthening its presence in the Asia-Pacific region. Following the Company's proposed expansion into Thailand's private dental market as announced by the Company on 15 October 2025 and 12 July 2026, the Proposed Australian Acquisition represents a further step in its internationalisation strategy and its objective of becoming a leading dental services provider in the Asia-Pacific region by enabling a measured and strategic entry into the Australian market through an established and scalable platform. The Experteeth Group's network of dental clinics provides a strategic operating base that can be further expanded over time through organic growth and potential future acquisitions. It has a clinical team of approximately 120 dentists, predominantly general practitioners and the Company intends to grow the specialist divisions of the Experteeth Group. The Company may leverage its experience in scaling, managing, and operating dental clinics to optimise the performance of the Experteeth Group's network and drive long-term growth.

In addition, the Founders and Key Dentists will enter into the Management Services Agreement and Key Dentist Services Agreement, respectively, and will continue to be actively involved in the business following Completion. They are expected to serve as key strategic partners of the Company in the Australian market. Leveraging their continued operational involvement, local market expertise and alignment with the long-term growth objectives of the Group, together with the strong alignment between the Experteeth Group's growth trajectory and operating philosophy and those of the Company, the Board believes that the Founders and Key Dentists will play an important role in supporting the Group's future expansion in Australia. As the Group continues to grow its regional dental platform, they may also form part of the future leadership and succession pipeline of the Company.

Further, dentists graduating from Singapore Dental Council-recognised dental programs in Australia are currently eligible to practise in Singapore under Conditional Registration. From 2029 onwards, such graduates will be required to pass a qualifying exam before being granted Conditional Registration. Upon successfully fulfilling the terms and conditions of Conditional Registration for a period of 2 years, these dentists may be granted Full Registration in Singapore. In this regard, the Australian platform may support the Group's dentist recruitment and development strategy by providing an additional pathway for clinician mobility within the Group's regional network.

5. SOURCE OF FUNDS

The Cash Consideration portion of the Proposed Australian Acquisition will be funded by bank borrowings, while the balance of the Consideration shall be satisfied through the allotment and the issuance of the Consideration Shares to the Sellers as set out in paragraph 3.1.1 above.

6. RELATIVE FIGURES UNDER CHAPTER 10 OF THE LISTING MANUAL

Based on the Group's latest announced unaudited consolidated financial statements for the financial year ended 31 December 2025, the relative figures of the Proposed Australian Acquisition computed on the bases set out in Rule 1006 of the Listing Manual are as follows:

Rule	Description	Relative Figure (%)
1006(a)	The net asset value of the assets to be disposed of, compared with the group's net asset value. This basis is not applicable to an acquisition of assets.	Not Applicable(1)
1006(b)	The net profits(2) attributable to the assets acquired or disposed of, compared with the group's net profits.	77.26% (3)
1006(c)	The aggregate value of the consideration given or received, compared with the issuer's market capitalisation based on the total number of issued shares excluding treasury shares.	20.29%(4)
1006(d)	The number of equity securities issued by the issuer as consideration for an acquisition,	7.42%(5)

	compared with the number of equity securities previously in issue.	
1006(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the group's proved and probable reserves. This basis is applicable to a disposal of mineral, oil or gas assets by a mineral, oil and gas company, but not to an acquisition of such assets. If the reserves are not directly comparable, the Exchange may permit valuations to be used instead of volume or amount.	Not applicable[(6)]

Notes:

(1) Rule 1006(a) of the Listing Manual is not applicable to an acquisition of assets.

(2) Under Rule 1002(3)(b) of the Listing Manual, "net profits" means profit or loss including discontinued operations that have not been disposed and before income tax and non-controlling interests.

(3) The relative figure for Rule 1006(b) has been computed based on the net profit attributable to the Experteeth Group of approximately S$9,413,833[5] for FY2025.

(4) The market capitalisation of S$527,868,416 is calculated based on the volume weighted average price of S$0.557 on 9 July 2026, being the last full market day on which the shares of the Company were traded, preceding the date of the signing of the SPA, and 947,699,131 Shares in issue.

(5) The relative figure for Rule 1006(d) has been computed based on 70,337,143 Consideration Shares to be issued as partial satisfaction for the Proposed Australian Acquisition and the 947,699,131 Shares in issue.

(6) Rule 1006(e) of the Listing Manual is not applicable as the Company is not a mineral, oil and gas company.

Based on the above figures, the Proposed Australian Acquisition is a "major transaction" under Chapter 10 of the Listing Manual and is subject to the approval of Shareholders at an extraordinary general meeting to be convened.

7. FINANCIAL EFFECTS OF THE PROPOSED AUSTRALIAN ACQUISITION

7.1. The *pro forma* financial effects of the Proposed Australian Acquisition on the Group's NTA per Share and earnings per Share ("**EPS**") as set out below are strictly for illustrative purposes and are not indicative of the actual financial position and results of the Group following Completion. As the Proposed Australian Acquisition is subject to due diligence being undertaken, the *pro forma* financial effects of the Proposed Australian Acquisition, as disclosed in this announcement, are based on information currently available to the Company and remain subject to change pending the completion of due diligence.

[5] Based on the exchange rate of SGD0.8952 to AUD1.00.

7.2. The *pro forma* financial effects have been prepared based on the latest audited financial results of the Group for the financial year ended 31 December 2025, on the following bases and assumptions:

(a) the Proposed Australian Acquisition had been completed on 31 December 2025 for the purposes of illustrating the financial effects on the NTA;

(b) the Proposed Australian Acquisition had been completed on 1 January 2025 for the purposes of illustrating the financial effects on the EPS;

(c) the issue and allotment of 2,599,846 Shares on 31 March 2026 pursuant to share awards granted under the Q & M Performance Share Plan 2018 had been completed on 31 December 2025 for the purposes of illustrating the relevant financial effects;

(d) the transfer of 657,819 treasury shares announced by the Company on 10 June 2026 had been completed on 31 December 2025 for the purposes of illustrating the relevant financial effects;

(e) the share capital of the Company as at the date of this announcement comprising 947,699,131 Shares (excluding treasury shares); and

(f) the expenses incurred in connection with the Proposed Australian Acquisition amounting to S$500,000.

7.3. **Share Capital**

	Before the Proposed Australian Acquisition	**After the Proposed Australian Acquisition**
Issued and Paid-Up Capital (S$'000)	74,648,757	123,884,757
Total Number of issued Shares (excluding treasury shares and subsidiary holdings)	947,699,131	1,018,036,274

7.4. **NTA per Share**

Assuming that the Proposed Australian Acquisition was completed on 31 December 2025, the *pro forma* financial effects on the Group's NTA per Share would be as follows:

	Before the Proposed Australian Acquisition	**After the Proposed Australian Acquisition**
NTA attributable to the owners of the Company (S$'000)	55,783,757	(24,391,243)
NTA per Share (Singapore cents)	5.89	(2.40)

7.5. **EPS**

Assuming that the Proposed Australian Acquisition was completed on 1 January 2025, the *pro forma* financial effects on the Group's EPS would be as follows:

	Before the Proposed Australian Acquisition	After the Proposed Australian Acquisition
Earnings attributable to the owners of the Company (S$'000)	9,312,000	19,190,250
Weighted average number of issued ordinary shares in the Company	949,932,665	1,020,269,808
Earnings per Share (Singapore cents)	0.98	1.88

8. PROPOSED BOARD APPOINTMENTS

It is envisaged that upon Completion, one of the Founders will be appointed as a director of the Company, with the other Founder appointed as his alternate director (subject to compliance with the requirements of the SGX-ST). As at the date of this announcement, the Company has not entered into any service contract with either Founder in connection with their proposed appointments to the Board. The details of any such appointments and service contracts will be set out in the Circular to be despatched to Shareholders in due course.

9. INTEREST OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors or substantial shareholders of the Company or their respective associates have any interests, direct or indirect, in the Proposed Australian Acquisition other than in their capacity as Directors or shareholders.

10. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the matters stated herein, and the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

11. CAUTIONARY STATEMENT

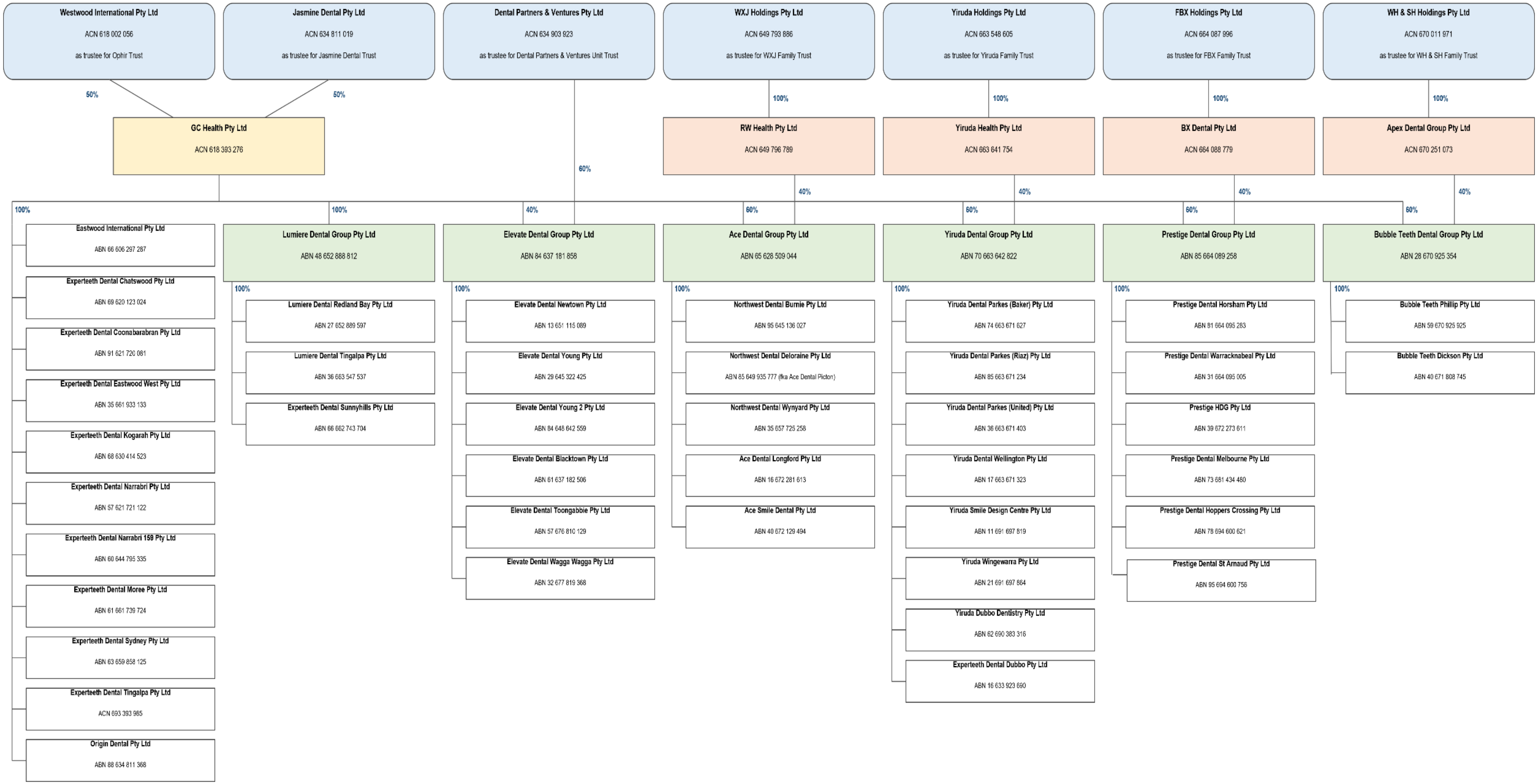
Shareholders and potential investors are advised to exercise caution when dealing in the Company's securities. The Proposed Australian Acquisition is subject to the fulfilment of certain conditions precedent, and there is no certainty that the transaction will materialise. Shareholders are advised to read this announcement, and any further announcements by the Company carefully. Persons in doubt as to the action they should take should consult their stockbrokers, bank managers, solicitors or other professional advisers.

12. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the SPA is available for inspection by Shareholders of the Company at the registered office of the Company at 2 Jurong East Street 21, #05-01, IMM Building, Singapore 609601 during normal business hours for a period of three (3) months from the date of this announcement.

By Order of the Board
Ng Sook Hwa
Chief Financial Officer
12 July 2026

APPENDIX A – Experteeth Group Structure



Details of Experteeth Group Companies

Name	GC Health Pty Ltd	
ACN	618 393 276	
ABN	37 618 393 276	
Issued capital	Class	Dividend-V-R Shares
	Shares issued	200
	Amount paid	AUD200.00
	Amount unpaid	AUD0.00
	Class	Ordinary Shares
	Shares issued	2200
	Amount paid	AUD81,200.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Apex Dental Group Pty Ltd	
ACN	670 251 073	
ABN	51 670 251 073	
Issued capital	Class	Ordinary Shares
	Shares issued	2
	Amount paid	AUD2.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Bubble Teeth Dental Group Pty Ltd	
ACN	670 925 354	
ABN	28 670 925 354	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	BX Dental Pty Ltd	
ACN	664 088 779	
ABN	59 664 088 779	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Victoria	

Name	Prestige Dental Group Pty Ltd	
ACN	664 089 258	
ABN	85 664 089 258	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Victoria	

Name	Lumiere Dental Group Pty Ltd	
ACN	652 888 812	
ABN	48 652 888 812	
Issued capital	Class	Ordinary Shares
	Shares issued	1000
	Amount paid	AUD1,000.00
	Amount unpaid	AUD0.00
State of Incorporation	Queensland	

Name	Elevate Dental Group Pty Ltd	
ACN	637 181 858	
ABN	84 637 181 858	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	RW Health Pty Ltd	
ACN	649 796 789	
ABN	58 649 796 789	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Tasmania	

Name	Ace Dental Group Pty Ltd	
ACN	628 509 044	
ABN	65 628 509 044	
Issued capital	Class	Ordinary Shares
	Shares issued	500
	Amount paid	AUD500.00
	Amount unpaid	AUD0.00
State of Incorporation	Tasmania	

Name	Yiruda Health Pty Ltd	
ACN	663 641 754	
ABN	98 663 641 754	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Dental Group Pty Ltd	
ACN	663 642 822	
ABN	70 663 642 822	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Eastwood International Pty Ltd	
ACN	606 297 287	
ABN	66 606 297 287	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Sydney Pty Ltd	
ACN	659 858 125	
ABN	63 659 858 125	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Chatswood Pty Ltd	
ACN	620 123 024	
ABN	69 620 123 024	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Coonabarabran Pty Ltd	
ACN	621 720 081	
ABN	91 621 720 081	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Eastwood West Pty Ltd	
ACN	661 933 133	
ABN	35 661 933 133	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Kogarah Pty Ltd	
ACN	630 414 523	
ABN	68 630 414 523	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Narrabri Pty Ltd	
ACN	621 721 122	
ABN	57 621 721 122	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Narrabri 159 Pty Ltd	
ACN	644 795 335	
ABN	60 644 795 335	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Moree Pty Ltd	
ACN	661 739 724	
ABN	61 661 739 724	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Tingalpa Pty Ltd	
ACN	693 393 985	
ABN	18 693 393 985	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Origin Dental Pty Ltd	
ACN	634 811 368	
ABN	88 634 811 368	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Subsidiaries

Bubble Teeth Dental Group

Name	Bubble Teeth Phillip Pty Ltd	
ACN	670 925 925	
ABN	59 670 925 925	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Bubble Teeth Dickson Pty Ltd	
ACN	671 808 745	
ABN	40 671 808 745	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Prestige Dental Group

Name	Prestige Dental Horsham Pty Ltd	
ACN	664 095 283	
ABN	81 664 095 283	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Victoria	

Name	Prestige Dental Warracknabeal Pty Ltd	
ACN	664 095 005	
ABN	31 664 095 005	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Victoria	

Name	Prestige Hdg Pty Ltd	
ACN	672 273 611	
ABN	39 672 273 611	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Prestige Dental Melbourne Pty Ltd	
ACN	681 434 480	
ABN	73 681 434 480	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Victoria	

Name	Prestige Dental Hoppers Crossing Pty Ltd	
ACN	694 600 621	
ABN	78 694 600 621	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Prestige Dental St Arnaud Pty Ltd
ACN	694 600 756
ABN	95 694 600 756
State of Incorporation	New South Wales

Lumiere Dental Group

Name	Lumiere Dental Redland Bay Pty Ltd	
ACN	652 889 597	
ABN	27 652 889 597	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	Queensland	

Name	Lumiere Dental Tingalpa Pty Ltd	
ACN	663 547 537	
ABN	36 663 547 537	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Sunnyhills Pty Ltd	
ACN	662 743 704	
ABN	66 662 743 704	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Elevate Dental Group

Name	Elevate Dental Newtown Pty Ltd	
ACN	651 115 089	
ABN	13 651 115 089	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Elevate Dental Young 2 Pty Ltd	
ACN	648 642 559	
ABN	84 648 642 559	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Elevate Dental Young Pty Ltd	
ACN	645 322 425	
ABN	29 645 322 425	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Elevate Dental Blacktown Pty Ltd	
ACN	637 182 506	
ABN	61 637 182 506	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Elevate Dental Wagga Wagga Pty Ltd	
ACN	677 819 368	
ABN	32 677 819 368	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Elevate Dental Toongabbie Pty Ltd	
ACN	676 810 129	
ABN	57 676 810 129	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Ace Dental Group

Name	Northwest Dental Burnie Pty Ltd	
ACN	645 136 027	
ABN	95 645 136 027	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Northwest Dental Deloraine Pty Ltd	
ACN	649 935 777	
ABN	85 649 935 777	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Northwest Dental Wynyard Pty Ltd	
ACN	657 725 258	
ABN	35 657 725 258	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Ace Smile Dental Pty Ltd	
ACN	672 129 494	
ABN	40 672 129 494	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Ace Dental Longford Pty Ltd	
ACN	672 281 613	
ABN	16 672 281 613	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Yiruda Dental Group

Name	Yiruda Dental Parkes (Baker) Pty Ltd	
ACN	663 671 627	
ABN	74 663 671 627	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Dental Parkes (Riaz) Pty Ltd	
ACN	663 671 234	
ABN	85 663 671 234	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Dental Parkes (United) Pty Ltd	
ACN	663 671 403	
ABN	36 663 671 403	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Dental Wellington Pty Ltd	
ACN	663 671 323	
ABN	17 663 671 323	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Experteeth Dental Dubbo Pty Ltd	
ACN	633 923 690	
ABN	16 633 923 690	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Wingewarra Pty Ltd	
ACN	691 697 864	
ABN	21 691 697 864	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Smile Design Centre Pty Ltd	
ACN	691 697 819	
ABN	11 691 697 819	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	

Name	Yiruda Dubbo Dentistry Pty Ltd	
ACN	690 383 316	
ABN	62 690 383 316	
Issued capital	Class	Ordinary Shares
	Shares issued	100
	Amount paid	AUD100.00
	Amount unpaid	AUD0.00
State of Incorporation	New South Wales	