

SHARE TRANSFER AGREEMENT

This Share Transfer Agreement ("Agreement") is made and entered into on **Friday, 09 May 2025**,

Pursuant to the UAE Commercial Companies Law (Federal Law No. 32 of 2021),

by and between:

1. Mr. **Ganeshwaran Vijayaratnam Vijayaratnam**, holding Emirates ID No. 784199394895249, being the current shareholder in Coral Wealth Investment in Healthcare Enterprises & Development Co. L.L.C, a company registered in the Emirate of Dubai, United Arab Emirates, under Trade License Numbers. (1250854,1435972,53586) with its registered office located at Business Bay, Dubai, UAE . hereinafter referred as First Party (**Transferor**)

2. Mr. **0000000000**, holding Emirates ID No. 784190000000000000000000, hereinafter referred as Second Party (**Transferee**)

a non-shareholder who wishes to acquire shares in the Company under the terms and conditions of this Agreement.:

1. Preamble

CORAL WEALTH INVESTMENT IN HEALTHCARE ENTERPRISES & DEVELOPMENT CO. L.L.C (hereinafter referred to as the "Company") is registered under a license issued by the Dubai Department of Tourism and Economy and is authorized to engage in (investment in technological projects, their establishment, and management / investment in healthcare projects, their establishment, and management / investment in educational projects, their establishment, and management) in accordance with the laws of the United Arab Emirates, with its principal place of business in Dubai.

The First Party (Transferor) owns 00% of the share capital of the Company (hereinafter referred to as the "Shares").

The First Party (Transferor) wishes to transfer ownership of 549.87 shares, equivalent to a value of AED 00,000, to the Second Party (Transferee), who has agreed to purchase them under the terms and conditions set forth below.

Based on the total number of shares in the Company, which is 32,300 shares, and the price per share being AED 909.30, the Second Party (Transferee) will acquire 00.00 shares. This represents 00.00% of the total shareholding in the Company

2. Definitions

Shares: Refers to the **29,070** shares issued by the Company.

Purchase Price: Refers to the amount of **AED 909.30** per share, totaling **AED 0000,000** for the 00.00 shares.

Board of Directors: Refers to the Company's governing body responsible for its management and strategic direction.

Fair Market Value: The value of the Shares as determined by an independent auditor appointed by the Company's Board of Directors, reflecting the prevailing market price at the time of the Withdrawal Notice.

Withdrawal Notice: A written request by a shareholder to the Company to repurchase their Shares under the terms of this Agreement.

Notice Period: A period of 3 months if the total capital to be withdrawn is less than 00,000 AED, or 6 months if equal to or exceeding 00,000 AED.

3. Share Transfer

Transfer: The First Party (Transferor) shall transfer ownership of the Shares to the Second Party (Transferee) on a final and absolute basis, free from any encumbrances, liens, or third-party rights.

Consideration: The Second Party (Transferee) shall pay the Purchase Price to the First Party (Transferor) via bank transfer no later than 10/04/2025.

Approval: This transfer is subject to the approval of the Company's Board of Directors and compliance with the Company's Articles of Association.

4. Representations and Warranties

By the First Party (Transferor):

The First Party (Transferor) represents and warrants that they legally own the Shares, which are duly registered in their name in the Company's records and the Dubai Department of Tourism and Economy. The First Party (Transferor) guarantees that the Shares are free from any third-party claims, encumbrances, or legal restrictions.

The First Party (Transferor) affirms that they have the legal authority to execute this Agreement and will provide all necessary documentation to effect the transfer.

The First Party (Transferor) warrants that the Company has no undisclosed debts or liabilities as of the transfer date.

By the Second Party (Transferee):

The Second Party (Transferee) represents that they have sufficient financial resources to pay the Purchase Price.

The Second Party (Transferee) acknowledges that they are acquiring the Shares for investment purposes and agree to comply with the Company's membership regulations.

The Second Party (Transferee) confirms that they have conducted due diligence on the legal and financial standing of the Company before signing this Agreement.

The Second Party (Transferee) agrees to bear all government fees associated with the transfer.

5. Conditions Precedent

Approval of the Company's Board of Directors for the transfer.

Compliance with pre-emption rights (if any) as stated in the Company's Articles of Association or Shareholders' Agreement.

Either party may terminate this Agreement if the required approvals are not obtained within (60) days from the contract date.

6. Contractual Restrictions

1. Right of First Refusal (ROFR):

If the Second Party (Transferee) or any subsequent shareholder intends to sell or transfer any of their shares in the Company to a third party, they must first submit a written offer to the existing shareholders, specifying the number of shares offered, the price, and the terms of sale.

The existing shareholders shall have thirty (30) days from the date of receiving the written offer to exercise their right of first refusal.

If the shareholders do not exercise this right within the specified period, the selling party may proceed with the sale to the third party under the same terms and price offered to the shareholders.

2. Non-Compete Obligation:

The First Party (Transferor) agrees not to engage, directly or indirectly, in any business activity that competes with the Company's operations or invest in any competing entity within the United Arab Emirates or any market where the Company operates, for a period of) seven (7) years)from the effective date of this Agreement.

This restriction shall not apply to investments in publicly listed companies, provided that the ownership stake does not exceed *5%* of the company's shares.

3. Exclusion for Share Withdrawal Under Clause 8:

- The Right of First Refusal provided under this Clause shall not apply to any shares repurchased by the Company pursuant to Clause 7 (Shareholder Withdrawal Rights).

7. Shareholder Withdrawal Rights

1. Withdrawal Mechanism:

Any shareholder shall have the right to withdraw their capital by requiring the Company to repurchase their shares at Fair Market Value, subject to the following terms and conditions.

2. Withdrawal Notice Requirements:

The shareholder must submit a written Withdrawal Notice to the Company's Board of Directors.

The Notice shall specify the following:

The number of shares to be repurchased

The requested withdrawal dates, provided that such dates shall not be less than three (3) months from the date of the notice

Supporting documentation evidencing share ownership

3. Notice Periods:

The notice period shall be three (3) months and shall commence upon the Company's formal acknowledgment of receipt of the Withdrawal Notice.

The Agreement may also be terminated at any time by mutual written agreement between the Parties

4. Valuation Process:

Within 15 business days of receiving the Withdrawal Notice, the Board shall appoint an independent UAE-licensed auditor

The auditor shall determine the Fair Market Value using:

The average of the last three independent valuations

The Company's most recent audited financial statements

Market comparable for similar healthcare investments
Valuation must be completed within 30 days of appointment

5. Payment Terms:

Payment shall be made in AED by bank transfer

The full payment shall be made within fifteen (15) days from the end of the notice period.

6. Conditions and Limitations:

The Company may refuse repurchase if it would:

Violate UAE capital maintenance requirements

Endanger the Company's financial stability

Contravene any existing financing covenants

Maximum annual repurchase limit: 15% of total issued shares

7. Effect of Withdrawal:

Repurchased shares shall be automatically canceled.

The shareholder's rights shall terminate and profit distributions shall immediately cease. The shareholder shall not be entitled to any distributions or profits resulting from the final business cycle.

The Company shall update its commercial license and share register accordingly. All related fees and expenses shall be borne solely by the shareholder.

8. Dispute Resolution:

1. Amicable Settlement

In case of any disputes arising under this Agreement, the Parties agree to resolve them amicably.

2. Litigation or Arbitration

If amicable settlement fails, the Parties agree to submit to the jurisdiction of Dubai Courts or arbitration for dispute resolution.

8. Confidentiality

Both parties agree not to disclose the details of this Agreement or use any confidential information related to the Company, including financial data, client lists, and business strategies, for any third party.

9. Notices

Any written notices shall be sent to the registered addresses of the parties as stated in this Agreement.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable under applicable laws, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARTIES SIGNATURE:

First Party (Transferor):

Ganeshwaran Vijayaratnam

Second Party Transferee

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Nominee Appointment Declaration

I, 0000000000, holder of Emirates ID No: 7841900000000000.

(Hereinafter referred to as the “Second Party”), hereby declare and appoint the following individual as my nominee in relation to my investment under the SHARE TRANSFER AGREEMENT

dated
Friday, 09 May 2025, in CORAL WEALTH INVESTMENT IN HEALTHCARE ENTERPRISES DEVELOPMENT CO. L.L.C

Nominee Details:

Full Name of Nominee: **000000000**

Relationship to the Second Party: wife

Emirates ID No: 78419000000000

Nominee Rights and Authorities:

In the event of my death or incapacity, the nominee shall have the following rights and authorities in relation to my investment under the SHARE TRANSFER AGREEMENT:

Entitlement to Profits and Returns:

The nominee shall be entitled to receive all profits and returns due to me under the terms of the SHARE TRANSFER AGREEMENT.

Claim of Invested Capital:

The nominee shall have the right to claim and receive the full amount of shares capital invested by me, in accordance with the terms and conditions set forth in the agreement.

Representative Powers:

The nominee shall have full authority to represent me and make decisions on my behalf regarding any legal, financial, or administrative matters related to the shares.

Compliance with UAE Laws:

Both parties, including the nominee, agree to full compliance with all applicable laws and regulations of the United Arab Emirates, including

but not limited to laws relating to inheritance, taxation, financial transactions, and nominee appointments.

The Second Party and the nominee are responsible for ensuring that all actions taken under this declaration are in accordance with UAE federal and local laws.

The First Party shall not bear any responsibility for any consequences, claims, or damages arising from non-compliance with these laws.

Furthermore, any disputes arising from non-compliance with applicable laws shall be resolved in accordance with the legal framework of the United Arab Emirates.

Binding Nature of the Declaration:

This nominee declaration shall be binding upon my legal heirs, executors, administrators, and assigns.

The nominee appointment shall remain effective unless revoked by a written notice submitted to the First Party, duly signed by me and acknowledged in writing by the First Party, prior to any occurrence of death or incapacity.

Indemnity:

The First Party is entitled to rely on and act upon this declaration with the nominee.

The First Party shall not be held liable for any acts or omissions carried out in good faith based on the terms of this declaration.

Furthermore, the First Party shall be indemnified from any claims, losses, damages, or liabilities arising out of its reliance on this declaration, including but not limited to any actions taken by the nominee in relation to the investment.

Governing Law:

This declaration shall be governed by and construed in accordance with the laws of the United Arab Emirates.

IN WITNESS WHEREOF, I have executed this Nominee Declaration on this Friday, 09 May 2025.

SIGNATURE:

Second Party

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Nominee

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