

OFFER INFORMATION STATEMENT DATED 14 FEBRUARY 2018

(Lodged with the Singapore Exchange Securities Trading Limited (the “SGX-ST”) acting as agent on behalf of the Monetary Authority of Singapore (the “Authority”), on 14 February 2018)

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISOR(S) IMMEDIATELY.

The securities offered are issued by Vashion Group Ltd. (the “Company”), an entity whose shares are listed for quotation on the sponsor-supervised listing platform of the SGX-ST (“Catalist”).

Companies listed on Catalist may carry higher investment risk when compared with larger or more established companies listed on the Mainboard of the SGX-ST. In particular, companies may list on Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the securities traded on Catalist. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser.

This offer is made in or accompanied by a copy of this offer information statement (the “Offer Information Statement”), together with copies of the Provisional Allotment Letter (the “PAL”), the Application Form for Rights Shares with Warrants and Excess Rights Shares with Warrants (as defined herein) (the “ARE”) and the Application Form for Rights Shares with Warrants (the “ARS”), which have been lodged with the SGX-ST acting as agent on behalf of the Authority.

Neither the Authority nor the SGX-ST has examined or approved the contents of this Offer Information Statement, the PAL, the ARE and the ARS (collectively, the “Documents”). Neither the Authority nor the SGX-ST assumes any responsibility for the contents of the Documents, including the correctness or accuracy of any of the statements or opinions made or reports contained herein. Neither the Authority nor the SGX-ST has in any way considered the merits of the securities being offered for investment. The lodgment of this Offer Information Statement with the SGX-ST acting as agent on behalf of the Authority does not imply that the Securities and Futures Act (Chapter 289) of Singapore, or any other legal or regulatory requirements, or requirements in the SGX-ST’s listing rules, have been complied with.

An application has been made to the SGX-ST for permission for the Rights Shares (as defined herein), the Warrants (as defined herein) and the Warrant Shares (as defined herein) to be listed for quotation on the Catalist and a listing and quotation notice has been obtained on 25 July 2017 from the SGX-ST to deal in and for the listing of and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Catalist subject to certain conditions which includes, *inter alia*, compliance with the SGX-ST’s listing requirements. The listing and quotation notice granted by the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company, its subsidiaries and their securities.

The Rights Shares, the Warrants and the Warrant Shares will be respectively admitted to the Catalist and official quotation will commence after all conditions imposed by the SGX-ST have been satisfied, including in respect of the Warrants, a sufficient spread of holdings of the Warrants to provide for an orderly market in the Warrants, the Rights Shares certificates and the Warrant Certificates having been respectively issued and the notification letters from The Central Depository (Pte) Limited (“CDP”) having been despatched.

This Offer Information Statement has been prepared solely in relation to the Rights cum Warrants Issue and shall not be relied upon by any other person or for any other purpose.

Acceptance of applications will be conditional upon issue of the securities and upon listing of the issued securities of the Company on the Catalist. Monies paid in respect of any application accepted will be returned if the listing of the securities does not proceed.

The directors of the Company (“Directors”) collectively and individually accept full responsibility for the accuracy of the information given in this Offer Information Statement and confirm, after making all reasonable enquiries, that to the best of their knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its Subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading. Where information in this Offer Information Statement 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 Offer Information Statement in its proper form and context.

After the expiration of six (6) months from the date of lodgement of this Offer Information Statement, no person shall make an offer of securities, or allot, issue or sell any securities, on the basis of this Offer Information Statement; and no officer or equivalent person or promoter of the Company will authorise or permit the offer of any securities or the allotment, issue or sale of any securities, on the basis of this Offer Information Statement. Your attention is drawn to the section entitled “Risk Factors” under paragraph 9 of Part V (Operating and Financial Review and Prospects) of this Offer Information Statement which should be read carefully.

This Offer Information Statement has been prepared by the Company and its contents have been reviewed by the Company’s sponsor (“Sponsor”), Asian Corporate Advisors Pte. Ltd., for compliance with the relevant rules of the SGX-ST. The Company’s Sponsor has not independently verified the contents of this Offer Information Statement including the correctness of any of the figures used, statements or opinions made. The Sponsor has given its written consent to the inclusion herein of its name in the form and context in which it appears in the Offer Information Statement. The contact person for the Sponsor is Ms Foo Quee Yin. Telephone number: 6221 0271.

This Offer Information Statement has not been examined or approved by the SGX-ST. The Sponsor and the SGX-ST assumes no responsibility for the contents of this Offer Information Statement, including the accuracy, completeness or correctness of any of the statements made, opinions expressed or reports contained in this Offer Information Statement.



RENOUNCEABLE NON-UNDERWRITTEN RIGHTS ISSUE OF UP TO 1,130,302,870 RIGHTS SHARES (AS DEFINED HEREIN) AT AN ISSUE PRICE OF S\$0.005 FOR EACH RIGHTS SHARE, WITH UP TO 565,151,435 WARRANTS (AS DEFINED HEREIN) WITH EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) WARRANT SHARE (AS DEFINED HEREIN) AT AN EXERCISE PRICE OF S\$0.005, ON THE BASIS OF TEN (10) RIGHTS SHARES FOR EVERY ONE (1) EXISTING SHARE HELD BY ENTITLED SHAREHOLDERS (AS DEFINED HEREIN) AS AT THE BOOKS CLOSURE DATE (AS DEFINED HEREIN), AND ONE (1) WARRANT FOR EVERY TWO (2) RIGHTS SHARES SUBSCRIBED, FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE “RIGHTS CUM WARRANTS ISSUE”)

Manager for the Rights cum Warrants Issue

ASIAN CORPORATE ADVISORS PTE. LTD.
(Company Registration No. : 200310232R)
(Incorporated in the Republic of Singapore)

IMPORTANT DATES AND TIMES

Last date and time for splitting and trading of “nil-paid” Rights	:	27 February 2018 at 5.00 p.m.
Last date and time for acceptance of / application for and payment for Rights Shares with Warrants	:	5 March 2018 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications) (as defined herein)
Last date and time for renunciation and payment for Rights Shares with Warrants	:	5 March 2018 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Last date and time for application and payment for Excess Rights Shares with Warrants:	:	5 March 2018 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)

* The last date and time for acceptance and/or excess application and payment through an ATM (as defined herein) of a Participating Bank (as defined herein) is 5 March 2018 at 9:30 p.m.

IMPORTANT NOTICE

Capitalised terms used below which are not otherwise defined herein shall have the same meanings as ascribed to them under the section titled “Definitions” of this Offer Information Statement.

For Entitled Depositors and their renounees, acceptances of the Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants may be made through CDP or by way of Electronic Applications.

For Entitled Scripholders and their renounees, acceptances of the Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants may be made through the Share Registrar of the Company, KCK CorpServe Pte. Ltd.

For investors who hold Shares through finance companies or Depository Agents (including but without limitation those who have paid for Shares using CPF Funds or funds in their SRS Accounts), acceptances of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through their relevant approved banks with which they hold their SRS Accounts, respective finance companies or Depository Agents, and in the case of CPF Investors, their respective approved CPF agent banks. Such investors should provide their relevant approved banks with which they hold their SRS Accounts, respective finance companies, Depository Agents or approved CPF agent banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptance and (if applicable) application by the Closing Date of the Rights cum Warrants Issue. Any acceptance and/or application made or purported to be made directly through CDP, the Share Registrar, the Company and/or by way of Electronic Application at any ATM of a Participating Bank will be rejected.

For renounees of Entitled Shareholders or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances or purchase of the Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants must be done through the respective finance companies or Depository Agents, as the case may be. Such renounees and Purchasers are advised to provide their respective finance companies or Depository Agents, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptances of the Rights Shares with Warrants on their behalf by the Closing Date. Any acceptance of the Rights Shares with Warrants made directly through CDP, the Share Registrar, by way of Electronic Application at any ATM of a Participating Bank and/or the Company will be rejected.

For CPF Investors who had purchased Shares using CPF Funds, acceptances of provisional allotments of Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants can only be made using, subject to applicable CPF rules and regulations, their CPF Funds. In the case of insufficient CPF Funds or stock limit, CPF Investors would have to top up cash into their CPF Investment Accounts before instructing their respective approved CPF agent banks to accept provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPF Funds cannot, however, be used for the purchase of provisional allotments of Rights Shares directly from the market.

SRS Investors who had purchased Shares using funds in their SRS Accounts and who wish to accept provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants can only do so, subject to applicable SRS rules and regulations, using monies standing to the credit of their respective SRS Accounts. Such SRS Investors who wish to accept provisional allotments of Rights Shares and Warrants and (if applicable) apply for Excess Rights Shares with Warrants using SRS monies, must instruct the relevant approved banks with which they hold their SRS Accounts to accept provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. Such SRS Investors who have insufficient funds in their SRS Accounts may, subject to the SRS contribution cap, deposit cash into their SRS Accounts with their respective approved banks before instructing their respective approved banks to accept provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. SRS Investors should provide their respective approved banks with which they hold their SRS Accounts with the appropriate

IMPORTANT NOTICE

instructions no later than the deadlines set by their respective approved banks in order for their respective approved banks to make the relevant acceptance and (if applicable) application by the Closing Date of the Rights cum Warrants Issue. Any acceptance and/or application made or purported to be made directly through CDP, the Share Registrar, the Company and/or by way of Electronic Application at any ATM of a Participating Bank will be rejected. For the avoidance of doubt, monies in SRS Accounts may not be used for the purchase of provisional allotments of Rights Shares with Warrants directly from the market.

Information herein relating to investors who hold Shares through finance companies or Depository Agents (including but without limitation those who have paid for Shares using CPF Funds or funds in their SRS Accounts) is provided in general terms only and such investors should consult their relevant approved banks with which they hold their SRS Accounts, respective finance companies, Depository Agents or approved CPF agent banks.

The Existing Shares are listed and quoted on the Catalist.

Persons wishing to subscribe for the Rights Shares with Warrants offered by this Offer Information Statement should, before deciding whether to subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of, *inter alia*, the assets and liabilities, risk factors, profits and losses, financial position and performance and prospects of the Company and/or the Group, the merits of the Rights cum Warrants Issue, and the rights and liabilities attaching to the “nil-paid” Rights, the Rights Shares and the Warrants. They should make their own independent enquiries and investigations of any bases and assumptions, upon which financial projections, if any, are made or based, and carefully consider this Offer Information Statement in the light of their personal circumstances (including financial and taxation affairs). No information in this Offer Information Statement should be considered to be business, financial, legal, investment or tax advice. It is recommended that such persons seek professional advice from their business, financial, legal, investment, tax or other professional advisors before deciding whether to acquire and/or invest in any “nil-paid” Rights, the Rights Shares, the Warrants, the Warrant Shares and/or the Shares.

No person has been authorised to give any information or to make any representation, other than those contained in this Offer Information Statement in connection with the Rights cum Warrants Issue or the allotment and issue of the Rights Shares with Warrants and, if given or made, such information or representation must not be relied upon as having been authorised by the Company. Save as expressly stated in this Offer Information Statement, nothing contained in this Offer Information Statement is, or may be relied upon as, a promise or representation as to the future financial condition, performance, prospects or policies of the Company and/or the Group. Neither the delivery of this Offer Information Statement nor the issue of the “nil-paid” Rights, the Rights Shares or the Warrants shall, under any circumstances, constitute a continuing representation, or give rise to any implication, that there has been no material change in the affairs of the Company and/or the Group or any of the information contained in this Offer Information Statement since the date of this Offer Information Statement. Where such a change occurs after the date of this Offer Information Statement and is material, or is required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same via the SGXNET and, if required, lodge a supplementary or replacement Offer Information Statement with the SGX-ST acting as agent on behalf of the Authority. All Entitled Shareholders and their renounees should take note of any such announcement and upon the release of such announcement and/or lodgement of such supplementary or replacement document (as the case may be) shall be deemed to have notice of such changes.

None of the Company or the Manager and/or their respective officers is making any representation or warranty to any person regarding the legality of an investment in the “nil-paid” Rights Shares, the Rights Shares, the Warrants, the Warrant Shares and/or the Shares, by such person under any investment or any other laws or regulations. No information in this Offer Information Statement should be considered to be business, financial, legal, investment or tax advice. Each prospective investor should consult and seek professional advice from his business, financial, legal, investment, tax or other professional advisors regarding the legality of an investment in the “nil-paid” Rights, the Rights Shares, the Warrants, the Warrant Shares and/or the Shares.

IMPORTANT NOTICE

None of the Company or the Manager and/or their respective officers is making any representation, warranty or recommendation whatsoever as to the merits of the Rights cum Warrants Issue, the “nil-paid” Rights, the Rights Shares, the Warrants, the Warrant Shares, the Shares, the Company and its Subsidiaries, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or its accompanying documents shall be construed as a recommendation to accept or acquire the “nil-paid” Rights, the Rights Shares, the Warrants, the Warrant Shares and/or the Shares. Prospective subscribers of the Rights Shares with Warrants should rely on their own investigation of the financial condition and affairs, appraisal and determination of the merits of investing in the Company and/or the Group and shall be deemed to have done so.

This Offer Information Statement and its accompanying documents have been prepared solely in relation to the issue of the Rights Shares, the Warrants and the Warrant Shares and shall not be relied upon by any other persons (other than Entitled Shareholders to whom these documents have been despatched by the Company, their renounees and Purchasers who are in each case entitled to accept and/or apply for Rights Shares with Warrants in accordance with the terms and conditions of the Rights cum Warrants Issue), or for any other purposes.

This Offer Information Statement, including the PAL, the ARE and the ARS, may not be used for the purposes of, and does not constitute, an offer, invitation or solicitation by anyone in any jurisdictions or in any circumstances in which such an offer, invitation or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such an offer, invitation or solicitation.

The distribution of this Offer Information Statement and/or its accompanying documents, and the purchase, exercise of or subscription for the “nil-paid” Rights, the Rights Shares and the Warrants may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative being complied with) in certain jurisdictions under the relevant securities laws of such jurisdictions. Entitled Shareholders or any other persons having possession of this Offer Information Statement are advised by the Company to keep themselves informed of and observe such prohibitions and restrictions at their own expense and without any liability whatsoever on the part of the Company, the Sponsor and/or the Manager.

Please refer to the section entitled “Eligibility of Shareholders to Participate in the Rights cum Warrants Issue” of this Offer Information Statement for further information. For the avoidance of doubt, the Sponsor has not independently verified the contents of this Offer Information Statement and is not making any representation to any person regarding the accuracy and completeness of the information set out in this Offer Information Statement.

Asian Corporate Advisors Pte. Ltd., as the Manager, had given and has not withdrawn its written consent to the issue of this Offer Information Statement with the inclusion of its name and all references thereto, in the form and context in which it appears in this Offer Information Statement.

TABLE OF CONTENTS

SECTION	PAGE
CORPORATE INFORMATION	1
DEFINITIONS	2
EXPECTED TIMETABLE OF KEY EVENTS	10
ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE	11
TRADING	14
CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS	16
TAKE-OVER LIMITS	17
SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENT) (SHARES AND DEBENTURES) REGULATIONS 2005	18
ADDITIONAL DISCLOSURE REQUIREMENTS FOR THE RIGHTS ISSUE UNDER..... APPENDIX 8A OF THE CATALIST RULES	89
APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS	91
APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS	111
APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS	124
APPENDIX IV – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK	130
APPENDIX V – LIST OF PARTICIPATING BANK	135
DIRECTORS' RESPONSIBILITY STATEMENT	

CORPORATE INFORMATION

Directors of the Company	: Mr Christian Kwok-Leun Yau Heilesen (Executive Director) Ms Zhou Jia Lin (Non-Executive Non-Independent Director) Mr Leung Kwok Kuen Jacob (Independent Director) Ms Eunice Veon Koh Pei Lee (Independent Director) Mr Leung Yu Tung Stanley (Independent Director)
Registered Office of the Company	: 280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322
Company Secretary	: Foo Soon Soo
Share Registrar	: KCK CorpServe Pte. Ltd. 333, North Bridge Road #08-00, KH KEA Building Singapore 188721
Manager of the Rights cum Warrants Issue / Sponsor	: Asian Corporate Advisors Pte. Ltd. 160 Robinson Road #21-05 SBF Center Singapore 068914
Legal Advisor to the Manager in relation to the Rights cum Warrants Issue	: Dentons Rodyk & Davidson LLP 80 Raffles Place #33-00 UOB Plaza 1 Singapore 048624
Receiving Banker	: OCBC Bank 62 Chulia Street #10-00 OCBC Centre East Singapore 049514

DEFINITIONS

For the purposes of this Offer Information Statement, the following terms shall, unless the context otherwise requires, have the following meanings:

CORPORATIONS AND AGENCIES

“ACRA”	:	Accounting and Corporate Regulatory Authority
“Authority”	:	The Monetary Authority of Singapore
“CDP”	:	The Central Depository (Pte) Limited
“CIMB Niaga”	:	PT Bank CIMB Niaga Tbk
“Company” or “Vashion”	:	Vashion Group Ltd.
“CPF Board”	:	The board of the CPF, established under the Central Provident Fund Act, Chapter 36 of Singapore, as amended, modified or supplemented from time to time
“LGC”	:	Louis Gianni Company Limited
“LWTL”	:	Luxury Watch Trading Limited, formerly known as Vashion Group (H.K.) Limited
“Manager” or “ACA” or “Sponsor”	:	Asian Corporate Advisors Pte. Ltd.
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Registrar” or “Warrant Agent”	:	KCK CorpServe Pte. Ltd.
“SIC”	:	Securities Industry Council of Singapore
“SZLG”	:	Shenzhen Louis Gianni Costume Co. Ltd.

GENERAL

“Act” or “Companies Act”	:	The Companies Act, Chapter 50 of Singapore, as amended or modified from time to time
“ARE”	:	Application and acceptance form for Rights Shares with Warrants and Excess Rights Shares with Warrants to be issued to Entitled Depositors in respect of their provisional allotments of Rights Shares with Warrants of such Entitled Depositors under the Rights cum Warrants Issue
“ARS”	:	Application and acceptance form for Rights Shares with Warrants to be issued to Purchasers in respect of the provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue traded on the SGX-ST through the book-entry (scripless) settlement system
“ATM”	:	Automated teller machine(s) of a Participating Bank
“Audit Committee”	:	Audit committee of the Company
“Board” or “Board of Directors”	:	The board of directors or directors of the Company as at the date of this Offer Information Statement

DEFINITIONS

“Books Closure Date”	:	13 February 2018 at 5.00 p.m. (Singapore time), being the time and date at and on which the Register of Members and share transfer books of the Company were closed to determine the provisional allotments of Entitled Shareholders under the Rights cum Warrants Issue and, in the case of Entitled Depositors, at and on which date their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue were determined
“Business Day”	:	A day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for business in Singapore
“Catalist Rules”	:	The listing manual of the SGX-ST and in particular the Listing Manual, Section B: Rules of Catalist of the SGX-ST as amended, supplemented or modified from time to time
“Circular”	:	Circular dated 18 August 2017 issued by the Company to the Shareholders in connection with, <i>inter alia</i> , the Rights cum Warrants Issue
“Closing Date”	:	<p>(i) 5.00 p.m. on 5 March 2018 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), being the last time and date for acceptance and/or excess application and payment, and renunciation and payment, of the Rights Shares with Warrants under the Rights cum Warrants Issue through CDP or the Share Registrar (as may be applicable); or</p> <p>(ii) 9.30 p.m. on 5 March 2018 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), being the last time and date for acceptance and/or excess application and payment of the Rights Shares with Warrants under the Rights cum Warrants Issue through an ATM of a Participating Bank</p>
“Code” or “Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as amended or modified from time to time
“Conditional Deposit Agreement”	:	Has the meaning ascribed thereto in paragraph 7 of Part IV (Key Information) of this Offer Information Statement
“Conditional Deposit”	:	The S\$2.5 million deposited by Industriatics Berhad with the Company pursuant to the Conditional Deposit Agreement
“Constitution”	:	The constitution for the time being of the Company
“Controlling Interest”	:	The interest of the Controlling Shareholder
“Controlling Shareholder”	:	<p>A person who:</p> <p>(a) holds directly or indirectly 15% or more of the nominal amount of all voting shares in the Company. The SGX-ST may determine that a person who satisfies the above is not a Controlling Shareholder; or</p> <p>(b) in fact exercises control over the Company</p>

DEFINITIONS

“CPF”	:	Central Provident Fund
“CPF Approved Bank”	:	Any bank appointed by the CPF Board to be an agent bank under The Central Provident Fund (Investment Schemes) Regulations
“CPF Funds”	:	The CPF account savings of CPF members under the CPFIS-OA
“CPF Investment Account”	:	An account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, <i>inter alia</i> , payment to accept and/or apply for Rights Shares and/or Excess Rights Shares pursuant to the Rights Warrants Issue, as may be applicable
“CPF Investors”	:	Investors who have purchased Shares pursuant to the CPFIS
“CPFIS”	:	Central Provident Fund Investment Scheme
“CPFIS-OA”	:	CPF Investment Scheme – Ordinary Account
“Electronic Application”	:	Where applicable, acceptance of the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants made through an ATM of a Participating Bank in accordance with the terms and conditions of this Offer Information Statement and the relevant procedures for electronic application at ATMs set out in this Offer Information Statement or on the ATM screens
“Entitled Depositors”	:	Shareholders with Shares standing to the credit of their Securities Accounts and whose registered addresses with CDP were in Singapore as at the Books Closure Date or who had at least three (3) Market Days prior to the Books Closure Date, provided CDP with addresses in Singapore for the service of notices and documents
“Entitled Scripholders”	:	Shareholders whose share certificates had not been deposited with CDP and who had tendered to the Share Registrar valid transfers of their Shares and certificates relating thereto for registration up to the Books Closure Date and whose registered addresses with the Company were in Singapore as at the Books Closure Date or who had at least three (3) Market Days prior to Books Closure Date provided the Share Registrar with addresses in Singapore for the service of notices and documents
“Entitled Shareholders”	:	Entitled Depositors and Entitled Scripholders
“EPS” or “LPS”	:	Earnings/(loss) per Share
“Excess Rights Shares”	:	The provisional allotments of Rights Shares with Warrants which are not taken up by the Entitled Shareholders as at the Closing Date, and which may be applied for by the Entitled Shareholders in excess of the number of Rights Shares with Warrants provisionally allotted to such Entitled Shareholders

DEFINITIONS

“Exercise Price”	: S\$0.005 for each Warrant Share
“Existing Share Capital”	: The existing issued and paid-up share capital of the Company of S\$33,715,127 comprising 113,030,287 Shares as at the Latest Practicable Date
“Existing Shares”	: Shares in the capital of the Company prior to the Rights cum Warrants Issue comprising 113,030,287 Shares as at the Latest Practicable Date
“Financing Business”	: The provision of personal and business loans in Hong Kong
“Foreign Shareholders”	: Shareholders whose registered addresses are outside Singapore as at the Books Closure Date and who had not, at least three (3) Market Days prior to the Books Closure Date, provided to CDP or the Share Registrar, as the case may be, addresses in Singapore for the service of notices and documents
“FY”	: Financial year ended or ending 31 December (as the case may be)
“Group”	: The Company and its subsidiaries, collectively
“Issue Price”	: S\$0.005 for each Rights Share with Warrants
“Latest Practicable Date”	: 7 February 2018, being the latest practicable date prior to lodgment of this Offer Information Statement with the SGX-ST acting as agent on behalf of the Authority
“LQN”	: The listing and quotation notice from the SGX-ST on 25 July 2017 for the listing of and quotation for, <i>inter alia</i> , the Rights Shares, the Warrants and the Warrant Shares on Catalist, subject to certain conditions and compliance with the SGX-ST’s listing requirements
“Luxury Goods Business”	: The retail and trading of new and used luxury consumer goods
“Market Day(s)”	: A day or days on which the SGX-ST is open for trading in securities
“Maximum Subscription Scenario”	: The scenario for the acceptance and/or application for the Rights cum Warrants Issue via the allotment and issue of up to 1,130,302,870 Rights Shares with up to 565,151,435 Warrants, based on the assumption that all Entitled Shareholders accept in full their <i>pro rata</i> Rights Shares with Warrants entitlements based on the Existing Share Capital
“NAV”	: Net asset value
“Net Proceeds”	: Net proceeds from subscription of the Rights Shares under the Maximum Subscription Scenario (without taking into account the proceeds from the exercise of the Warrants) after deducting related expenses
“New Business”	: The Financing Business and the Luxury Goods Business

DEFINITIONS

“NRIC”	:	National registration identity card
“NTA”	:	Net tangible assets
“Offer Information Statement”	:	This document issued by the Company and lodged with the SGX-ST acting as agent on behalf of the Authority in connection with the Rights cum Warrants Issue, and where the context requires the ARE, the ARS or the PAL (as the case may be) and all other accompanying documents, including any supplementary or replacement documents, which may be issued by the Company in respect of the Rights cum Warrants Issue
“PAL”	:	The provisional allotment letters to be issued to Entitled Scripholders setting out the provisional allotments of Rights Shares with Warrants of such Entitled Scripholders under the Rights cum Warrants Issue
“Participating Bank”	:	The bank that will be making available its ATMs to Entitled Depositors and Purchasers whose registered addresses with CDP are in Singapore, for acceptances of the Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants, as the case may be, to be made under the Rights cum Warrants Issue, which is listed in Appendix V
“PRC”	:	The People’s Republic of China
“Proposed Business Diversification”	:	The proposed diversification of the current business to include the Financing Business and the Luxury Goods Business which has been approved by the Shareholders on 6 September 2017
“Purchasers”	:	Persons purchasing the provisional allotments of Rights Shares with Warrants traded on Catalist through the book-entry (scripless) settlement system
“Record Date”	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered with the Company or CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
“Register of Members”	:	The electronic register of members of the Company
“Rights cum Warrants Issue”	:	The proposed renounceable non-underwritten rights issue of up to 1,130,302,870 Rights Shares at an issue price of S\$0.005 for each Rights Share and up to 565,151,435 Warrants, each Warrant carrying the right to subscribe for one (1) Warrant Share at an exercise price of S\$0.005, on the basis of ten (10) Rights Shares for every one (1) Consolidated Share held by Entitled Shareholders as at the Rights Books Closure Date, and one (1) Warrant for every two (2) Rights Shares subscribed, fractional entitlements to be disregarded

DEFINITIONS

“Rights Shares”	:	Up to 1,130,302,870 new ordinary shares in the capital of the Company to be allotted and issued by the Company pursuant to the Rights cum Warrants Issue, and each a “Rights Share”
“Scaling Provisions”	:	The scaling down of acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants pursuant to the Rights cum Warrants Issue, based on the level of acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants, the Company will, if necessary, and upon approval of the SGX-ST, scale down acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants pursuant to the Rights cum Warrants Issue to avoid placing the relevant Shareholder and parties acting in concert with it (as defined in the Take-over Code) in the position of incurring a mandatory general offer obligation under the Take-over Code as a result of <i>inter alia</i> other Entitled Shareholders not taking up their Rights Shares with Warrants entitlements fully
“Securities Account”	:	Securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent
“Securities and Futures Act” or “SFA”	:	The Securities and Futures Act, Chapter 289 of Singapore, as amended, modified or supplemented from time to time
“SGXNET”	:	Singapore Exchange Network, the corporate announcement system maintained by the SGX-ST for the submission of announcements by listed companies
“Share Consolidation”	:	The consolidation of every ten (10) Shares held by the Shareholders of the Company as at 19 September 2017 (being, the books closure date in respect of the Share Consolidation) into one (1) Share, fractional entitlements to be disregarded, which has been approved by the Shareholders at the extraordinary general meeting held on 6 September 2017 and completed on 20 September 2017
“Shares”	:	Ordinary shares in the share capital of the Company
“Shareholders”	:	Registered holders of Shares in the Register of Members of the Company, except that where CDP is, the registered holder, the term “Shareholder” shall, in relation to such Shares and where the context so admits, mean the persons named as Depositors in the Depository Register maintained by CDP and into whose Securities Accounts those Shares are credited. Any reference to Shares held by or shareholdings of Shareholders shall include Shares standing to the credit of their respective Securities Accounts
“SRS”	:	Supplementary Retirement Scheme

DEFINITIONS

“SRS Account”	:	An account opened by a participant in the SRS from which monies may be withdrawn for, <i>inter alia</i> , payment for the acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants under the Rights cum Warrants Issue
“SRS Investors”	:	Investors who have purchased Shares pursuant to the SRS
“Substantial Shareholder”	:	A person (including a corporation) who has an interest (directly or indirectly) in not less than five per cent. (5%) of the voting shares in the Company
“Warrant(s)”	:	Up to 565,151,435 free detachable warrants, each warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price, subject to the terms and conditions as set out in the Deed Poll
“Warrant Agency Agreement”	:	the Warrant Agency Agreement dated 7 February 2018 appointing, <i>inter alia</i> , the Warrant Agent, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment
“Warrant Share”	:	565,151,435 new Shares to be allotted and issued by the Company upon exercise of the Warrants pursuant to the Rights cum Warrants Issue

CURRENCIES, UNITS AND OTHERS

“HK\$” and “HKD”	:	Hong Kong dollar, the currency of Hong Kong
“RMB”	:	Renminbi, the currency of the People’s Republic of China
“S\$”, “SGD” and “cents”	:	Singapore dollars and cents, respectively, the currency of Singapore
“USD”	:	United States Dollar, the currency of the United States of America
“%”	:	Per centum or percentage

The expressions “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in section 81SF of the SFA, and the terms “**subsidiary**” and “**treasury shares**” shall have the meanings ascribed to them respectively in the Companies Act.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall include corporations.

The headings in this Offer Information Statement are inserted for convenience only and shall be ignored in construing this Offer Information Statement.

Any references in this Offer Information Statement, the PAL, the ARE and/or the ARS to any enactment are references to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the Securities and Futures Act, the Catalist Rules or any modification thereof and not

DEFINITIONS

otherwise defined in this Offer Information Statement, the PAL, the ARE and/or the ARS shall, where applicable, have the meaning assigned to it under the Companies Act, the Securities and Futures Act, the Catalist Rules or such modification thereof (as the case may be).

Any reference to a time of day in this Offer Information Statement, the PAL, the ARE and/or the ARS shall be a reference to Singapore time unless otherwise stated. Any reference to dates and/or times in this Offer Information Statement in relation to the Rights cum Warrants Issue (including the last dates and times for acceptance and payment, renunciation and payment, and excess application and payment) shall include such other date(s) and/or time(s) as may be announced from time to time by or on behalf of the Company.

References in this Offer Information Statement to “**we**”, “**our**” and “**us**” refer to the Group.

The figures stated in this Offer Information Statement are subject to rounding. Any discrepancies in figures included in this Offer Information Statement between the amounts listed and the total thereof are due to rounding. Accordingly, figures shown as totals in this Offer Information Statement may not be an arithmetic aggregation of the figures that precede them.

Any reference to an “announcement” of or by our Company in this Offer Information Statement includes announcements by our Company posted on the SGX-ST’s website at <http://www.sgx.com>.

EXPECTED TIMETABLE OF KEY EVENTS

The timetable below lists certain important dates and times relating to the Rights cum Warrants Issue. All dates and times referred to below are Singapore dates and times.

Shares trade ex-rights	:	9 February 2018 from 9.00 a.m.
Books Closure Date	:	13 February 2018 at 5.00 p.m.
Despatch of Offer Information Statement (together with the PAL, ARE and/or ARS, as the case may be) to the Entitled Shareholders	:	19 February 2018
Commencement of trading of “nil-paid” Rights	:	19 February 2018 from 9.00 a.m.
Last date and time for splitting and trading of “nil-paid” Rights	:	27 February 2018 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights Shares with Warrants	:	5 March 2018 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Last date and time for renunciation and payment for Rights Shares with Warrants	:	5 March 2018 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Last date and time for application and payment for Excess Rights Shares with Warrants	:	5 March 2018 at 5.00 p.m. (or 9.30 p.m. for Electronic Applications)
Expected date for issuance of Rights Shares	:	12 March 2018
Expected date for issuance of Warrants	:	12 March 2018
Expected date for crediting of Rights Shares with Warrants	:	13 March 2018
Expected date for refund of unsuccessful or invalid applications (if made through CDP)	:	13 March 2018
Expected date for commencement of trading of Rights Shares	:	13 March 2018
Expected date for commencement of trading of Warrants	:	14 March 2018

Pursuant to Rule 820(1) of the Catalist Rules, the Rights cum Warrants Issue will not be withdrawn after the Shares have commenced ex-rights trading. Based on the above timetable, the Shares have commenced ex-rights trading on **9 February 2018** from **9.00 a.m.**

The above timetable is indicative only and is subject to change. As at the Latest Practicable Date, the Company does not expect the timetable to be modified. However, the Company may upon consultation with the Manager and with the approval of the SGX-ST and/or CDP, modify the timetable subject to any limitation under any applicable laws or regulations. In that event, the Company will publicly announce any change to the above timetable through an SGXNET announcement to be posted on the SGX-ST's website at <http://www.sgx.com>.

1. Entitled Shareholders

Entitled Shareholders are entitled to participate in the Rights cum Warrants Issue and to receive this Offer Information Statement together with the PAL or the ARE, as the case may be, and other accompanying documents at their respective addresses in Singapore. Entitled Depositors who do not receive this Offer Information Statement and/or the ARE may obtain them from CDP or the Share Registrar during the period up to the Closing Date. Entitled Scripholders who do not receive this Offer Information Statement and/or the PAL may obtain them from the Share Registrar during the period up to the Closing Date.

Entitled Shareholders have been provisionally allotted the Rights Shares with Warrants under the Rights cum Warrants Issue on the basis of their shareholdings as at the Books Closure Date, fractional entitlements, if any being disregarded. Entitled Shareholders are at liberty to accept, decline, renounce (in full or in part) or in the case of Entitled Depositors only, trade on the Catalist of SGX-ST (during the provisional allotment trading period prescribed by the SGX-ST) their provisional allotments of the Rights Shares with Warrants and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. Entitled Depositors who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants may only do so through CDP or by way of an Electronic Application (as may be applicable).

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Shareholders' entitlements and will, together with the provisional allotments which are not taken up or allotted for any reason, be aggregated and used to satisfy excess applications (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

Provisional allotments of Rights Shares with Warrants which are not otherwise taken up or allotted for any reason in accordance with the terms of the Rights cum Warrants Issue, shall be used to satisfy applications for Excess Rights Shares with Warrants as the Directors may, in their absolute discretion, deem fit. In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board, will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants.

Pursuant to Rule 803 of the Catalist Rules, the Company will not make any allotment and issue of any Excess Rights Shares with Warrants that will result in a transfer of controlling interest in the Company unless otherwise approved by Shareholders in a general meeting.

All dealings in and transactions of the provisional allotments of Rights Shares with Warrants through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs, if any which are issued to Entitled Scripholders will not be valid for delivery pursuant to trades done on the SGX-ST.

Entitled Depositors should note that all correspondences and notices will be sent to their latest mailing addresses with CDP. Entitled Depositors are reminded that any request to CDP to update its records or to effect any change in address must reach CDP at least three (3) Market Days before the Books Closure Date.

Entitled Scripholders should note that all correspondence and notices will be sent to their latest mailing addresses with the Share Registrar. Entitled Scripholders are reminded that any request to the Company to update their records or effect any change in address must reach the Share Registrar at least three (3) Market Days before the Books Closure Date. Entitled Scripholders are encouraged to open Securities Accounts with CDP if they have not already done so and to deposit their share certificates with CDP prior to the Books Closure Date so that their Securities Accounts may be credited by CDP with their Shares and the provisional allotments of Rights Shares with

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

Warrants. Entitled Scripholders should note that their Securities Accounts will only be credited with the Shares on the 12th Market Day from the date of lodgement of the share certificates with CDP or such later date as CDP may determine

The details of the procedures for, and the terms and conditions applicable to, acceptances, splitting, renunciations and/or sales of the provisional allotments of Rights Shares with Warrants and/or the applications for Excess Rights Shares with Warrants, including the different modes of acceptance or application and payment, are contained in Appendices I to III to this Offer Information Statement and in the PAL, the ARE and the ARS.

2. Foreign Shareholders

This Offer Information Statement and its accompanying documents have not been and will not be registered or lodged in any jurisdictions other than in Singapore. The distribution of this Offer Information Statement and/or its accompanying documents, and the purchase, exercise of or subscription for the “nil-paid” Rights, the Rights Shares and Warrants may be prohibited or restricted by law (either absolutely or subject to various securities requirements, whether legal or administrative being complied with) in certain jurisdictions under the relevant securities laws of such jurisdictions.

For practical reasons and in order to avoid any violation of the securities legislations applicable in countries other than in Singapore, the Rights cum Warrants Issue is only made in Singapore and this Offer Information Statement and/or its accompanying documents have not been and will not be despatched to Foreign Shareholders or into any jurisdictions outside Singapore.

Accordingly, Foreign Shareholders will not be entitled to participate in the Rights cum Warrants Issue. No provisional allotment of the Rights Shares with Warrants will be made to Foreign Shareholders and no purported acceptance thereof or application therefor by Foreign Shareholders will be valid.

This Offer Information Statement and its accompanying documents have not been and will not be despatched to persons purchasing the provisional allotments of the Rights Shares with Warrants through the book-entry (scripless) settlement system if their mailing addresses with CDP are outside Singapore (the “**Foreign Purchasers**”). Foreign Purchasers who wish to accept the provisional allotments of the Rights Shares credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore. Further, any renouncee of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore and who has not furnished the Share Registrar with an address in Singapore, will not be entitled to accept the provisional allotment of Rights Shares with Warrants renounced to him.

The Company further reserves the right, but shall not be obliged, to treat as invalid any acceptance or purported acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application or purported application for Excess Rights Shares with Warrants or to decline such acceptance or purported acceptance and (if applicable) such application or purported application which (a) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore or which the Company believes or has reason to believe may violate any applicable legislation of such jurisdiction, (b) provides an address outside Singapore for the receipt of the share certificate(s) for the Rights Shares with Warrants or which requires the Company to despatch the share certificate(s) to an address in any jurisdiction outside Singapore, or (c) purports to exclude any representation or warranty or confirmation, whether expressed or deemed, to be given by such person.

Foreign Shareholders who wish to be eligible to participate in the Rights cum Warrants Issue may provide a Singapore address by notifying in writing, as the case may be, (a) CDP at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588, or (b) the Company’s Share Registrar, KCK CorpServe Pte. Ltd. at 333 North Bridge Road, #08-00 KH KEA Building, Singapore 188721, no later than three (3) Market Days before the Books Closure Date.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

If it is practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotments of Rights Shares with Warrants which would otherwise have been provisionally allotted to Foreign Shareholders, to be sold “nil-paid” on the SGX-ST as soon as practicable after dealings in the provisional allotments of Rights Shares with Warrants commence. Such sales will, however, only be effected if the Company, in its absolute discretion, determines that a premium can be obtained from such sales, after taking into account expenses to be incurred in relation thereto.

The net proceeds from all such sales (after deducting any applicable brokerage, commissions and expenses, including goods and services tax), will be aggregated and thereafter distributed to Foreign Shareholders in proportion to their respective shareholdings or the number of Shares entered against their names in the Depository Register (as the case may be) as at the Books Closure Date and sent to them a crossed cheque drawn on a bank in Singapore and **sent by ordinary post at their own risk** to their mailing addresses in Singapore in the records of CDP, or in the case of net proceeds distributed through CDP, in such other manner as the Foreign Shareholders may have agreed with CDP for the payment of any cash distributions, provided that where the amount of net proceeds to be distributed to any single Foreign Shareholder is less than S\$10.00, the Company shall be entitled to retain such amount for the sole benefit of the Company or otherwise deal with such net proceeds as the Directors may, in their absolute discretion, deem fit and no Foreign Shareholder shall have any claim whatsoever against the Company, the Manager, CDP, the Share Registrar and/or their respective officers in connection therewith.

Where such provisional allotments of Rights Shares with Warrants are sold “nil-paid” on the SGX-ST, they will be sold at such price or prices as the Company may, in its absolute discretion, deem fit and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Manager, CDP and/or the Share Registrar in respect of such sales or the proceeds thereof, the provisional allotments of Rights Shares with Warrants or the Rights Shares with Warrants represented by such provisional allotments.

If such provisional allotments of Rights Shares with Warrants cannot be or are not sold on the SGX-ST as aforesaid for any reason by such time as the SGX-ST shall have declared to be the last day for trading in the provisional allotments of Rights Shares with Warrants, the Rights Shares with Warrants represented by such provisional allotments will be allotted and issued to satisfy excess applications or disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit and no Foreign Shareholder shall have any claim whatsoever against the Company, the Directors, the Manager, CDP or the Share Registrar in connection therewith.

Shareholders should note that the special arrangements described above will apply only to Foreign Shareholders.

Notwithstanding the above, Entitled Shareholders and any other persons having possession of this Offer Information Statement and/or its accompanying documents are advised to keep themselves informed of and to observe all legal requirements applicable thereto at their own expense and without liability to the Company. No person in any territory outside Singapore receiving this Offer Information Statement and/or its accompanying documents may treat the same as an offer, invitation or solicitation to subscribe for any Rights Shares unless such offer, invitation or solicitation could lawfully be made without violating any regulatory or legal requirement in such jurisdiction.

This Offer Information Statement and/or its accompanying documents are not intended for distribution outside of Singapore.

1. Listing of and Quotation for the Rights Shares, the Warrants and the Warrant Shares

The Company had, on 25 July 2017, received the LQN from the SGX-ST for the listing of and quotation for, *inter alia*, the Rights Shares, the Warrants and the Warrant Shares on the Catalist, subject to certain conditions and compliance with the SGXST's listing requirements. The LQN from the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company, its subsidiaries and their securities.

Upon the listing and quotation on the Catalist, the Rights Shares, the Warrants and the Warrant Shares, when allotted and issued, will be traded under the book-entry (scripless) settlement system. For the purposes of trading on the SGX-ST, each board lot of Shares will comprise 100 Shares. All dealings in and transactions (including transfers) of the Rights Shares, the Warrants, effected through the SGX-ST and/or CDP shall be made in accordance with the "Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited" and the "Terms and Conditions for The Central Depository (Pte) Limited to act as Depository for the Rights Shares" and the "Terms and Conditions for The Central Depository (Pte) Limited to act as Depository for the Warrants", as the same may be amended from time to time. Copies of the above are available from CDP.

2. Arrangements for Scripless Trading

To facilitate scripless trading, Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants and/or (if applicable) apply for Excess Rights Shares with Warrants and who wish to trade the Rights Shares with Warrants issued to them on the SGX-ST under the book-entry (scripless) settlement system, should open and maintain Securities Accounts in their own names (if they do not already maintain such Securities Accounts) in order that the number of Rights Shares with Warrants and/or (if applicable) Excess Rights Shares with Warrants that may be allotted to them may be credited by CDP into their Securities Accounts.

Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants and/or (if applicable) apply for Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant form(s) comprised in the PAL.

Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the relevant form(s) comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP, will be issued physical share certificates in their own names for the Rights Shares with Warrants allotted to them and/or (if applicable) Excess Rights Shares with Warrants that may be allotted to them. Such physical share certificates, if issued, will be **sent by ordinary post at their own risk**, to their mailing addresses in Singapore as maintained with the Share Registrar within ten (10) Market Days after the Closing Date, but will not be valid for delivery pursuant to trades done on the SGX-ST under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.

If an Entitled Scripholder's mailing address stated in the PAL is different from his mailing address maintained with the CDP, he should promptly inform the CDP of any changes to his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address as maintained with the CDP.

A holder of physical share certificate(s), or an Entitled Scripholder who has not deposited his share certificate(s) with CDP but wishes to trade on the SGX-ST, must deposit his share certificate(s) with CDP, together with the duly executed instruments of transfer in favour of CDP, and have his Securities Account credited with the number of Rights Shares, Warrants or Existing Shares (as the case may be) before he can effect the desired trade.

3. Rights Trading Period

Entitled Depositors should note that the “nil-paid” Rights will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights Shares with Warrants, or any other board lot size as the SGX-ST may require. Entitled Depositors who wish to trade in lot sizes other than board lots of 100 can do so on the SGX-ST’s unit share market.

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the Catalist can do so for the period commencing on 19 February 2018 from 9.00 a.m., being the date and time of commencement of the “nil-paid” Rights trading period, and ending on 27 February 2018 at 5.00 p.m. (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), being the last date and time of the “nil-paid” Rights trading period.

4. Trading of Odd Lots

Shareholders should note that the Rights Cum Warrants Issue may result in them holding odd lots of Shares (that is, lots other than board lots of 100 Shares).

Shareholders should note that most counters on the SGX-ST trade in lot sizes of 100 shares. Following the Rights cum Warrants Issue, Shareholders who hold odd lots of the Rights Shares with Warrants (i.e. less than 100 Shares) and who wish to trade in odd lots on the SGX-ST should note that they are able to do so on the unit share market of the SGX-ST which allows trading of odd lots with a minimum of one (1) Share.

The market for trading of such odd lots may be illiquid. There is no assurance that Shareholders who hold odd lots of Shares will be able to acquire such number of Shares required to make up a board lot, or to dispose of their odd lots (whether in part or in whole) on the SGX-ST’s unit share market.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements contained in this Offer Information Statement, statements made in public announcements, press releases and oral statements that may be made by the Company or its officers, employees and Directors acting on its behalf, that are not statements of historical fact, constitute “forward-looking statements”. Some of these statements can be identified by words that have a bias towards the future or, are forward-looking such as “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “will”, “would”, “should”, “could”, “may” and “might”. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the Group’s expected financial position, operating results, business strategy, plans and future prospects of the Group’s industry are forward-looking statements. These forward-looking statements, including but not limited to statements as to the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offer Information Statement regarding matters that are not historical facts are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from any future results, performance or achievements expected, expressed or implied by such forward-looking statements. These risks, uncertainties and other factors are discussed in more detail in this Offer Information Statement, in particular, but not limited to, discussions under paragraph 9 of Part V (Operating and Financial Review and Prospects) of this Offer Information Statement.

Given the known and unknown risks, uncertainties and other factors that may cause the Group’s actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward-looking statements in this Offer Information Statement, undue reliance must not be placed on these forward-looking statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. None of the Company, the Manager, directors, officers, executives and employees or any other person represents or warrants that the Company’s and the Group’s actual future results, performance or achievements will be as discussed in these forward-looking statements. The Group’s actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements as a result of, *inter alia*, the risks and uncertainties faced by the Company and the Group.

In light of the volatile global financial markets and global economic uncertainties, any forward-looking statements contained in this Offer Information Statement must be considered with significant caution and reservation.

Further the Company and its directors, officers, executives and employees and the Manager disclaim any responsibility to update any of these forward-looking statements or publicly announce any revisions to these forward-looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future. Where such developments, events or circumstances occur after the lodgement of this Offer Information Statement with the SGX-ST, acting as agent on behalf of the Authority but before the Closing Date and are materially adverse from the point of view of an investor, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same via the SGXNET and, if required, lodge a supplementary or replacement document with the SGX-ST, acting as agent on behalf of the Authority. The Company is also subject to the provisions of the Catalist Rules regarding corporate disclosure.

TAKE-OVER LIMITS

The Take-over Code regulates the acquisition of ordinary shares of public companies in Singapore, including the Company. Except with the consent of the SIC, where (a) any person acquires, whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by parties acting in concert with him) carry 30% or more of the voting rights of the corporation; or (b) any person who, together with parties acting in concert with him, holds not less than 30% but not more than 50% (both inclusive) of the voting rights in the corporation and such person, or any party acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights, such person must extend a mandatory take-over offer immediately to the shareholders for the remaining shares in the corporation in accordance with the provisions of the Take-over Code. In addition to such person, each of the principal members of the group of persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend a take-over offer.

In general, the acquisition of instruments convertible into securities which carry voting rights does not give rise to an obligation to make a mandatory take-over offer under the Take-over Code but the exercise of any conversion rights will be considered an acquisition of voting rights for the purposes of the Take-over Code.

Shareholders who are in doubt as to their position including obligations, if any, to make a mandatory take-over offer under the Take-over Code as a result of the subscription of all or any of their respective entitlement of Rights Shares with Warrants under the Rights cum Warrants Issue should consult the SIC and/or their professional advisors immediately.

Depending on the level of acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants, the Company may, if necessary and upon the approval of the Sponsor and/or the SGX-ST, scale down acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants pursuant to the Rights cum Warrants Issue to avoid placing the relevant Shareholder and parties acting in concert with it (as defined in the Take-over Code) in the position of incurring a mandatory general offer obligation under the Take-over Code as a result of *inter alia* other Entitled Shareholders not taking up their provisional allotments of the Rights Shares with Warrants fully.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART II IDENTITY OF DIRECTORS, ADVISORS AND AGENTS

Directors

1. Provide the names and addresses of each of the directors or equivalent persons of the relevant entity.

Name	Address	Position
Mr Christian Kwok-Leun Yau Heilesen	280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322	Executive Director
Ms Zhou Jia Lin	280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322	Non-Executive Non-Independent Director
Mr Leung Kwok Kuen Jacob	280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322	Independent Director
Ms Eunice Veon Koh Pei Lee	280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322	Independent Director
Mr Leung Yu Tung Stanley	280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322	Independent Director

Advisers

2. Provide the names and addresses of:
- (a) the issue manager to the offer, if any;
 - (b) the underwriter to the offer, if any; and
 - (c) the legal advisor for or in relation to the offer, if any.

Manager of the Rights cum Warrants Issue	:	Asian Corporate Advisors Pte. Ltd. 160 Robinson Road #21-05 SBF Center Singapore 068914
Underwriter of the Rights cum Warrants Issue	:	Not applicable. The Rights cum Warrants Issue is not not underwritten.
Legal adviser to the Manager in relation to the Rights cum Warrants Issue	:	Dentons Rodyk & Davidson LLP 80 Raffles Place #33-00 UOB Plaza 1 Singapore 048624

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Registrars and Agents

3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities being offered, where applicable.
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Share Registrar and Warrant Agent : **KCK CorpServe Pte. Ltd.**
333 North Bridge Road
#08-00 KH KEA Building
Singapore 188721

Receiving Banker : OCBC Bank
62 Chulia Street
#10-00 OCBC Centre East
Singapore 049514

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART III OFFER STATISTICS AND TIMETABLE

Offer Statistics

1. For each method of offer, state the number of securities being offered.

Method of offer	:	Renounceable non-underwritten Rights cum Warrants Issue
Number of Rights Shares with Warrants	:	Up to 1,130,302,870 Rights Shares with up to 565,151,435 Warrants to be issued, based on the Existing Share Capital
Basis of allotment	:	Ten (10) Rights Shares with Warrants for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded

Please refer to Part X (Additional Information Required for Offer of Securities by Way of Rights cum Warrants Issue) of this Offer Information Statement for more details.

Method and Timetable

2. Provide the information referred to in paragraphs 3 to 7 of this Part to the extent applicable to:

- (a) the offer procedure; and**
 - (b) where there is more than one group of targeted potential investors and the offer procedure is different for each group, the offer procedure for each group of targeted potential investors.**
-

Please refer to paragraphs 3 to 7 of Part III (Offer Statistics and Timetable) of this Offer Information Statement.

3. State the time at, date on, and period during which the offer will be kept open, and the name and address of the person to whom the purchase or subscription applications are to be submitted. If the exact time, date or period is not known on the date of lodgement of this Offer Information Statement, describe the arrangements for announcing the definitive time, date or period. State the circumstances under which the offer period may be extended or shortened, and the duration by which the period may be extended or shortened. Describe the manner in which any extension or early closure of the offer period shall be made public.

Please refer to the section titled “**Expected Timetable of Key Events**” of this Offer Information Statement.

The details of the procedures for, and the terms and conditions applicable to, acceptances, splitting, renunciations and/or sales of the provisional allotments of Rights Shares with Warrants and/or the applications for Excess Rights Shares with Warrants, including the different modes of acceptance or application and payment, are contained in Appendixes II to IV to this Offer Information Statement and in the PAL, the ARE and the ARS.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

As at the Latest Practicable Date, the Company does not expect the timetable under the section titled “**Expected Timetable of Key Events**” of this Offer Information Statement to be modified. However, the Company may upon consultation with the Manager and with the approval of the SGX-ST and/or CDP, modify the timetable subject to any limitation under any applicable laws or regulations. In that event, the Company will publicly announce any change to the timetable through an SGXNET announcement to be posted on the SGX-ST’s website at <http://www.sgx.com>.

4. State the method and time limit for paying up for the securities and, where payment is to be partial, the manner in which, and dates on which, amounts due are to be paid.

All payments for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants must be made in full upon acceptance and/or application. The last date and time for acceptance of and payment for and/or application and payment for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants is on 5 March 2018 at **5.00 p.m.** or, in the case of acceptance of and payment for and/or application and payment for the Rights Shares with Warrants and/or (if applicable) Excess Rights Shares with Warrants (by way of an Electronic Application), on 5 March 2018 at **9.30 p.m.**

The details of the procedures for, and the terms and conditions applicable to, acceptances, splitting, renunciations and/or sales of the provisional allotments of Rights Shares with Warrants and/or the applications for Excess Rights Shares with Warrants, including the different modes of acceptance or application and payment, are contained in Appendixes II to IV to this Offer Information Statement and in the PAL, the ARE and the ARS.

Please refer to the section titled “**Expected Timetable of Key Events**” of this Offer Information Statement for the last date and time for payment for the Rights Shares and (if applicable) the Excess Rights Shares. However, the Company may upon consultation with the Manager and with the approval of the SGX-ST and/or CDP, modify the timetable subject to any limitation under any applicable laws or regulations. In that event, the Company will publicly announce any change to the timetable through an SGXNET announcement to be posted on the SGX-ST’s website at <http://www.sgx.com>.

5. State where applicable, the methods of and time limits for:

- (a) the delivery of the documents evidencing title to the securities being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and**
 - (b) the book-entry transfers of the securities being offered in favour of subscribers or purchasers.**
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The Rights Shares with Warrants will be provisionally allotted to Entitled Shareholders on or about 13 March 2018 by crediting the provisional allotments to the Securities Accounts of the respective Entitled Depositors or through the despatch of the PALs to Entitled Scripholders.

In the case of Entitled Scripholders and their renounees with valid acceptances of Rights Shares with Warrants and/or (if applicable) successful applications for Excess Rights Shares with Warrants and who have, *inter alia*, failed to furnish or furnished incorrect or invalid Securities Account numbers in the relevant form(s) comprised in the PAL, physical share certificates in their own names representing such number of Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be **despatched by ordinary post and at their own risk**, to their mailing addresses in Singapore as maintained with the Share Registrar within ten (10) Market Days after the Closing Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In the case of Entitled Depositors, Purchasers and Entitled Scripholders and their renouncees (who have furnished valid Securities Account numbers in the relevant form(s) comprised in the PAL) with valid acceptances of Rights Shares with Warrants and/or (if applicable) successful applications for Excess Rights Shares with Warrants, share certificates representing such number of Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be registered in the name of CDP or its nominee and despatched to CDP within ten (10) Market Days after the Closing Date and CDP will thereafter credit such number of Rights Shares with Warrants to their respective Securities Accounts. CDP will then send to the respective subscribers **by ordinary post and at their own risk**, to their mailing addresses in Singapore in the records of CDP, a notification letter stating the number of Rights Shares with Warrants that have been credited to their respective Securities Accounts.

The Company will announce the date on which (a) the share certificates for the Rights Shares with Warrants are despatched, and (b) the Rights Shares with Warrants are credited into the relevant Securities Accounts, through an SGXNET announcement to be posted on the SGX-ST's website at <http://www.sgx.com>.

Please refer to Appendixes II to IV to this Offer Information Statement and the PAL, the ARE and the ARS (as the case may be) for further details.

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6. **In the case of any pre-emptive rights to subscribe for or purchase the securities being offered, state the procedure for the exercise of any right of pre-emption, the negotiability of such rights and the treatment of such rights which are not exercised.**
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Not applicable. There are no pre-emptive rights to subscribe for or purchase the securities being offered.

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7. **Provide a full description of the manner in which results of the allotment or allocation of the securities are to be made public and, where appropriate, the manner for refunding the excess amounts paid by applicants (including whether interest will be paid).**
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Results of the Rights cum Warrants Issue

The Company will publicly announce, *inter alia*, the results of the allotment or allocation of the Rights Shares with Warrants as soon as it is practicable after the Closing Date through an SGXNET announcement to be posted on the SGX-ST's website at <http://www.sgx.com>.

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Entitled Depositors

If any acceptance of Rights Shares with Warrants is invalid and/or if no Excess Rights Shares with Warrants are allotted to Entitled Depositors or if the number of Excess Rights Shares with Warrants allotted to them is less than that applied for, the amount paid on acceptance and/or application and/or the surplus application monies (as the case may be) will be returned or refunded by CDP, on behalf of the Company, to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date by any one or a combination of the following:

- (a) by crediting their bank accounts with the Participating Banks at their own risk (if they accept and (if applicable) apply by way of an Electronic Application), the receipt by such bank being a good discharge to the Company, CDP and the Manager of their obligations, if any, thereunder; and/or

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (b) by means of a crossed cheque drawn on a bank in Singapore and **sent by ordinary post at their own risk** to their mailing addresses in Singapore in the records of CDP, or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they accept and (if applicable) apply through CDP).

Entitled Scripholders

If any acceptance of Rights Shares with Warrants is invalid and/or if no Excess Rights Shares with Warrants are allotted to Entitled Scripholders or if the number of Excess Rights Shares with Warrants allotted to them is less than that applied for, the amount paid on acceptance and/or application and/or the surplus application monies (as the case may be) will be returned or refunded by the Company, to such Entitled Scripholders, without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date by a crossed cheque drawn on a bank in Singapore and **sent by ordinary post and at their own risk** to their mailing addresses in Singapore as maintained with the Share Registrar.

Please refer to Appendices I to III to this Offer Information Statement and the PAL, the ARE and the ARS (as the case may be) for further information on the refunding of excess amounts paid by applicants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART IV KEY INFORMATION

Use of Proceeds from Offer and Expenses Incurred

1. In the same section, provide the information set out in paragraphs 2 to 7 of this Part.
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Please refer to paragraphs 2 to 7 of Part IV (Key Information) of this Offer Information Statement.

2. **Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (referred to in this paragraph and paragraph 3 of this Part as the net proceeds). Where only a part of the net proceeds will go to the relevant entity, indicate the amount of the net proceeds that will be raised by the relevant entity. If none of the proceeds will go to the relevant entity, provide a statement of that fact.**
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Under the Maximum Subscription Scenario where the Rights cum Warrants Issue is fully subscribed and up to 1,130,302,870 Rights Shares with up to 565,151,435 Warrants are issued, the estimated net proceeds from the subscription of the Rights Shares (without taking into account the proceeds from the exercise of the Warrants) ("**Net Proceeds**") will be approximately S\$5.3 million, after deducting estimated expenses of approximately S\$0.35 million.

On the basis of the foregoing and assuming that all the 565,151,435 Warrants are exercised at the Exercise Price, the estimated additional gross proceeds from the exercise of the Warrants ("**Exercise Proceeds**") will be approximately S\$2.8 million.

All Net Proceeds and Exercise Proceeds will go to the Company for allocation to its principal intended use set out in paragraph 3 of Part IV (Key Information) of this Offer Information Statement.

3. **Disclose how the net proceeds raised by the relevant entity from the offer will be allocated to each principal intended use. If the anticipated proceeds will not be sufficient to fund all of the intended uses, disclose the order of priority of such uses, as well as the amount and sources of other funds needed. Disclose also how the proceeds will be used pending their eventual utilisation for the proposed uses. Where specific uses are not known for any portion of the proceeds, disclose the general uses for which the proceeds are proposed to be applied. Where the offer is not fully underwritten on a firm commitment basis, state the minimum amount which, in the reasonable opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities.**
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SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Under the Maximum Subscription Scenario, the Company intends to utilise the Net Proceeds in the following proportions:

Use of Net Proceeds	Proportion (%)	Approximate amount under the Maximum Subscription Scenario (\$\$ million)
General working capital	24.5	1.3
Investments in new businesses (including the New Business pursuant to the Proposed Business Diversification)	75.5	4.0
Total	100.0	5.3

The above use of Net Proceeds is subject to rounding.

As set out in paragraph 7 of Part IV (Key Information), pursuant to the Loan Agreements, both the Company and Christian Kwok-Leun Yau Heilesen agreed that the Loans (as defined below) granted by Christian Kwok-Leun Yau Heilesen may be offset partially or entirely by the subscription amount of Christian Kwok-Leun Yau Heilesen for the Rights cum Warrants Issue (“**Offsetting Arrangement**”). The quantum of such Offsetting Arrangement shall be decided and approved by the Board (with Christian Kwok-Leun Yau Heilesen abstaining) at a later date taking into account, *inter alia*, the subscription amount of Christian Kwok-Leun Yau Heilesen, and the results of the Rights cum Warrants Issue.

Notwithstanding the Offsetting Arrangement, the use of the Net Proceeds from the Rights cum Warrants Issue as described above shall not change.

As and when the Warrants are exercised, the Exercise Proceeds, at the discretion of the Directors, will be used to fund general corporate activities including, but not limited to, new business developments (including the New Business pursuant to the Proposed Business Diversification), acquisitions, joint ventures and/or strategic alliances.

Pending disbursement of the Net Proceeds and/or Exercise Proceeds, such proceeds may be placed as deposits with financial institutions in short term money markets or debt instruments or marketable securities or for any other purposes on a short term basis as the Directors may, in their absolute discretion, deem fit.

The Company will make periodic announcements on the utilisation of the Net Proceeds and Exercise Proceeds, as and when such proceeds are materially disbursed or utilised and whether such a use is in accordance with the stated use and in accordance with the percentage allocated in this Offer Information Statement or the announcement, and provide a status report on the utilisation of the Net Proceeds and Exercise Proceeds in the interim and full year financial statements (issued under Rule 705 of the Catalist Rules) and the Company’s annual report. Where there is a material deviation in the use of Net Proceeds and Exercise Proceeds, the Company will announce the reasons for such deviation. Where the Net Proceeds and Exercise Proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on its use for working capital in the Company’s announcements and in the annual report.

The Directors believe that barring unforeseen circumstances and after taking into account the NTA per Share of the Group after the Debt Conversion (as defined below) and Share Consolidation of 4.30 Singapore cents and requirements for the Group’s operations, the Issue Price (which represents a discount of approximately (i) 75.0% from S\$0.02 per Share, being the closing price of S\$0.002 per Share on 24 May 2017, being the last trading day prior to the announcement of the

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Proposed Rights cum Warrants Issue and after adjusting for the Share Consolidation; and (ii) 21.4% from the theoretical ex-rights price of approximately S\$0.0064 per Share, based on the closing price of S\$0.002 per Share on 24 May 2017 and after adjusting for the Share Consolidation) is reasonably priced to encourage or facilitate subscriptions for the Rights Shares with Warrants and participation by Shareholders. Barring unforeseen circumstances, as at the Latest Practicable Date, Directors are of the reasonable opinion that there is no minimum amount which must be raised from the Rights cum Warrants Issue.

In view of the above, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis.

Pursuant to Rule 814(1)(e) of the Catalist Rules, as at the Latest Practicable Date, and barring unforeseen circumstances, the Directors are of the opinion that:

- (a) after taking into consideration the present bank facilities and the cash resources available to the Group (including *inter alia* fixed deposit of approximately S\$2.5 million and current account of approximately S\$0.7 million with CIMB Niaga which are free, unencumbered, available for payment of all operating expenses/liabilities/obligations of the Group and not earmarked for any specific investment or acquisition purpose as at the Latest Practicable Date), the current working capital available to the Group is sufficient to meet its present requirements; and
- (b) after taking into consideration the present bank facilities, the cash resources available to the Group (including *inter alia* fixed deposit of approximately S\$2.5 million and current account of approximately S\$0.7 million with CIMB Niaga which are free, unencumbered, available for payment of all operating expenses/liabilities/obligations of the Group and not earmarked for any specific investment or acquisition purpose as at the Latest Practicable Date) and the potential Net Proceeds and Exercise Proceeds from the Rights cum Warrants Issue, the working capital available to the Group is sufficient to meet its present requirements.

As mentioned in the Circular, the Rights cum Warrants Issue will allow the Group to be less reliant on external sources of funding for general corporate activities including, but not limited to, the New Business pursuant to the Proposed Business Diversification, new business developments, acquisitions, joint ventures and/or strategic alliances.

4. For each dollar of the proceeds from the offer that will be raised by the relevant entity, state the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the offer.

Based on the intended use of the Net Proceeds under the Maximum Subscription Scenario as described in paragraph 3 of Part IV (Key Information) of this Offer Information Statement, for each dollar of the gross proceeds from the Rights cum Warrants Issue (excluding Exercise Proceeds), the estimated amount that will be allocated to each principal intended use and the estimated amount that will be used to pay for expenses incurred in connection with the Rights cum Warrants Issue are as follow:

- (a) approximately 22.98 cents for the general working capital;
- (b) approximately 70.82 cents for investments in new businesses (including the New Business pursuant to the Proposed Business Diversification);
- (c) approximately 6.19 cents for the expenses incurred in connection with the Rights cum Warrants Issue.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

As and when the Warrants are exercised, the Exercise Proceeds, at the discretion of the Directors, will be used to fund general corporate activities including, but not limited to, new business developments (including the New Business pursuant to the Proposed Business Diversification), acquisitions, joint ventures and/or strategic alliances.

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- 5. If any of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business, briefly describe the asset and state its purchase price. If the asset has been or will be acquired from an interested person of the relevant entity, identify the interested person and state how the cost to the relevant entity is or will be determined.**
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As set out in paragraph 3 of Part IV (Key Information) of this Offer Information Statement, the Company intends to use the Net Proceeds for investments in new businesses (including the New Business pursuant to the Proposed Business Diversification), and as and when the Warrants are exercised, the Exercise Proceeds, at the discretion of the Directors, will be used to fund general corporate activities including, but not limited to, new business developments (including the New Business pursuant to the Proposed Business Diversification), acquisitions, joint ventures and/or strategic alliances.

As at the Latest Practicable Date, the Company has not identified any specific asset which the Company intends to, directly or indirectly, acquire or refinance using the Net Proceeds and/or Exercise Proceeds. Nevertheless, in the event an opportunity arises for the Company to acquire any specific asset which the Directors deem to be in the interest of the Company to acquire, the Company may, subject to approval of Shareholders being obtained if required by the Catalist Rules, utilise part of the Net Proceeds and/or Exercise Proceeds to finance such acquisition.

As set out in paragraph 3 of Part IV (Key Information) of this Offer Information Statement, the Company will make periodic announcements on the utilisation of the Net Proceeds and Exercise Proceeds, as and when such proceeds are materially disbursed or utilised. Where there is a material deviation in the use of Net Proceeds and Exercise Proceeds, the Company will announce the reasons for such deviation.

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- 6. If any of the proceeds to be raised by the relevant entity will be used to finance or refinance the acquisition of another business, briefly describe the business and give information on the status of the acquisition.**
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As set out in paragraph 3 of Part IV (Key Information) of this Offer Information Statement, the Company intends to use the Net Proceeds for investments in new businesses (including the New Business pursuant to the Proposed Business Diversification), and as and when the Warrants are exercised, the Exercise Proceeds, at the discretion of the Directors, will be used to fund general corporate activities including, but not limited to, new business developments (including the New Business pursuant to the Proposed Business Diversification), acquisitions, joint ventures and/or strategic alliances.

As at the Latest Practicable Date, the Company has not identified any specific business which the Company intends to, directly or indirectly, acquire or refinance using the Net Proceeds and/or Exercise Proceeds. Nevertheless, in the event an opportunity arises for the Company to acquire any specific business which the Directors deem to be in the interest of the Company to acquire, the Company may, subject to approval of Shareholders being obtained if required by the Catalist Rules, utilise part of the Net Proceeds and/or Exercise Proceeds to finance such acquisition.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

As set out in paragraph 3 of Part IV (Key Information) of this Offer Information Statement, the Company will make periodic announcements on the utilisation of the Net Proceeds and Exercise Proceeds, as and when such proceeds are materially disbursed or utilised. Where there is a material deviation in the use of Net Proceeds and Exercise Proceeds, the Company will announce the reasons for such deviation.

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7. **If any material part of the proceeds to be raised by the relevant entity will be used to discharge, reduce or retire the indebtedness of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, of the group, describe the maturity of such indebtedness and, for indebtedness incurred within the past year, the uses to which the proceeds giving rise to such indebtedness were put.**
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On 10 January 2018, the Company announced that Vashion Group (H.K.) Holdings Limited, a wholly owned subsidiary of the Company, entered into loan agreements dated 3 October 2017 and 10 January 2018 (collectively, the “**Loan Agreements**”) with the Executive Director of the Company, Christian Kwok-Leun Yau Heilesen, whereby Christian Kwok-Leun Yau Heilesen agreed to extend loans with aggregate principal amounts of up to HK\$2,108,389 and HK\$8,000,000 respectively (“**Loans**”) to Vashion Group (H.K.) Holdings Limited. The Loans are unsecured, interest free and have no fixed repayment terms (due and repayable on demand). The first portion of the Loans of HK\$2,108,389 has been fully disbursed as at 4 January 2018 and as at 10 January 2018, being the date of the announcement, has been utilised to, *inter alia*, finance the working capital of the Group namely payment of an existing loan (principal and interest) from Plentywood Holdings Limited (a non-related entity wholly-owned by Reill Edward Champley, a shareholder and former substantial shareholder of the Company) of approximately HK\$0.86 million, staffs salaries of approximately HK\$0.80 million, and purchase of new vehicle of approximately HK\$0.45 million. The second portion of the Loans of HK\$8,000,000 has not been disbursed as at the date of this announcement and shall be solely used for the investment in the Luxury Goods Business, namely for the purchase of stock/branded watches. The additional Loan of HK\$8,000,000 is mainly for the purpose of financing the operating cash flows and working capital requirement for the Luxury Goods Business and enabling the Company to embark on the Luxury Goods Business before the completion of the Rights cum Warrants Issue. Christian Kwok-Leun Yau Heilesen is the Executive Director of the Company and the controlling shareholder of the Company. Accordingly, Christian Kwok-Leun Yau Heilesen is an “interested person” for the purposes of Chapter 9 of the Catalist Rules, and the grant of the Loans by Christian Kwok-Leun Yau Heilesen may be deemed as an interested person transaction. However, as the Loans are interest free, the value at risk is zero and therefore the Company is not required to seek shareholders’ approval pursuant to Rule 906 of the Catalist Rules. The Board and the Audit Committee of the Company are of the view that the grant of the Loans by Christian Kwok-Leun Yau Heilesen is in the best interest of the Company and not prejudicial to the interests of the Company and its minority shareholders as it will improve the cash flow situation of the Company and enable the Company to embark on the Luxury Goods Business before the completion of the Rights cum Warrants Issue. Furthermore, the Board and Audit Committee of the Company confirm that there are proper and sufficient safeguards, procedures and documentary evidences to ensure that the proceeds advanced by Christian Kwok-Leun Yau Heilesen are properly accounted for the purpose of determining the amounts to be available for offsetting and usage. The Company will be making the necessary announcements and confirmations from the Board and the Audit Committee on the Offsetting Arrangement and amounts advanced by Christian Kwok-Leun Yau Heilesen at the appropriate time. Other than Christian Kwok-Leun Yau Heilesen, none of the Directors and Substantial Shareholders has any interest, direct or indirect in the Loans.

As stated in the Circular, Christian Kwok-Leun Yau Heilesen has indicated his intention to participate in the Rights cum Warrants Issue to subscribe for such number of Rights Shares with Warrants and/or apply for such number of Excess Rights Shares with Warrants which are not subscribed or otherwise taken up and/or applied for by the other Entitled Shareholders (as the case may be) in support of the Rights cum Warrants Issue. As at 10 January 2018, being the date of announcement, Christian Kwok-Leun Yau Heilesen has not informed the Company on the number

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

of Rights Shares with Warrants and/or Excess Rights Shares with Warrants which he is going to subscribe. Pursuant to the Loan Agreements, both the Company and Christian Kwok-Leun Yau Heilesen agreed that the Loans granted by Christian Kwok-Leun Yau Heilesen may be offset partially or entirely by subscription amount of Christian Kwok-Leun Yau Heilesen for the Rights cum Warrants Issue ("**Offsetting Arrangement**"). The quantum of such Offsetting Arrangement shall be decided and approved by the Board (with Christian Kwok-Leun Yau Heilesen abstaining) at a later date taking into account, *inter alia*, the subscription amount of Christian Kwok-Leun Yau Heilesen, and the results of the Rights cum Warrants Issue.

Save for the Offsetting Arrangement, the terms and conditions of the Rights cum Warrants Issue remain unchanged and the use of proceeds from the Rights cum Warrants Issue will remain as disclosed in the Company's announcement dated 25 May 2017 and the Circular.

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8. In the section containing the information referred to in paragraphs 2 to 7 of this Part or in an adjoining section, disclose the amount of discount or commission agreed upon between the underwriters or other placement or selling agents in relation to the offer and the persons making the offer. If it is not possible to state the amount of discount or commission, the method by which it is to be determined must be explained.
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Not applicable. The Rights cum Warrants Issue is not underwritten and no placement or selling agents are appointed by the Company for the Rights cum Warrants Issue.

Information on the Relevant Entity

- 9(a) Provide information on the address and telephone and facsimile numbers of the relevant entity's registered office and principal place of business (if different from those of its registered office).
-

Registered office/ principal place of business	: 280 Woodlands Industrial Park E5 #10-50, Harvest @ Woodlands Singapore 757322
Telephone	: (65) 6268 9565
Facsimile	: (65) 6268 9735

- 9(b) Provide information on the nature of the operations and principal activities of the relevant entity or, if it is the holding company or holding entity of a group, of the group.
-

The Company was incorporated in Singapore under the name of PV Startech Holdings Pte. Ltd. on 12 October 1999 as a private company limited by shares and changed its name to Startech Electronics Pte. Ltd. on 5 February 2001. Upon conversion to a public company on 2 July 2001, the Company was renamed as Startech Electronics Ltd. The Company subsequently changed name to Vashion Group Ltd. with effect from 3 December 2007.

As at the Latest Practicable Date, the Group's principal activities comprised the following:

- (1) Distribution of specialty chemical products and consumable material for electronic industry ("**Distribution Business**"); and
- (2) Switchgear design and assembly ("**Switchgear Business**").

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Approval from Shareholders has been obtained on 6 September 2017 for the Proposed Business Diversification. As at the Latest Practicable Date, the Group has not commenced the new business being the Financing Business and the Luxury Goods Business.

As at the Latest Practicable Date, the subsidiaries of the Company and their principal activities are as follows:

Name of Subsidiary	Country of incorporation	Principal activities	Effective interest held by the Company (%)
<u>Held by the Company</u>			
Hi-Tech Distribution Pte. Ltd.	Singapore	Distributor of equipment and consumable materials for the electronic industry	100
Switech Systems & Marketing Pte. Ltd.	Singapore	Designer, assembler, supplier and installer of electrical switch boxes	100
Luxury Watch Trading Limited	Hong Kong	Dormant	100
Vashion Group (H.K.) Holdings Limited ⁽¹⁾	Hong Kong	Investment holding company	100
PT. Louis Gianni ⁽¹⁾⁽²⁾	Indonesia	Dormant	100
<u>Held by Hi-Tech Distribution Pte Ltd</u>			
Chemitec Industrial Private Limited	Singapore	Distributor of specialty chemical products and consumable materials for the electronic industry	100
<u>Held by Vashion Group (H.K.) Holdings Limited</u>			
Sansim Cosmetics (H.K.) Limited ⁽¹⁾	Hong Kong	Dormant	100
FBT HK Limited ⁽¹⁾	Hong Kong	Dormant	100
Vashion Assets Management Limited ⁽¹⁾	Hong Kong	Dormant	100
L&G Global Company Ltd	Cayman Islands	Dormant	100
Vashion Holdings Limited	British Virgin Islands	Dormant	100
<u>Held by L&G Global Company Ltd</u>			
Louis Gianni Asia Limited	British Virgin Islands	Dormant	100

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Notes:

- (1) *The following subsidiaries of the Company, namely Vashion Group (H.K.) Ltd, PT. Louis Gianni, Sansim Cosmetics (H.K.) Ltd, FBT HK Limited and Vashion Assets Management Limited, were engaged in trading or wholesale of garments and cosmetics products or provision of consultancy services. However, these subsidiaries have either ceased operations or remained inactive since prior years. On 1 December 2016, the Board resolved to discontinue the wholesale/retail and consultancy businesses of the Group. Consequently, the foregoing subsidiaries will continue to be dormant until new business opportunities arise or the Company decides to dispose of them in the future.*
- (2) *Tansri Saridju Benui @ Chen Bing Wen, the former Executive Chairman of the Company, holds 2% of the equity interest in PT Louis Gianni on behalf of the Company*

9(c) Provide information on the general development of the business from the beginning of the period comprising the three (3) most recent completed financial years to the latest practicable date, indicating any material change in the affairs of the relevant entity or the group, as the case may be, since:

- (i) **the end of the most recent completed financial year for which financial statements of the relevant entity have been published; or**
- (ii) **the end of any subsequent period covered by interim financial statements, if interim financial statements have been published.**
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The general development of the business of the Group in the three (3) most recent completed financial years up to the Latest Practicable Date are set out below. Shareholders are advised to refer to the public announcements released by the Company via SGXNET and Part V (Operating and Financial Review and Prospects) of this Offer Information Statement for further details.

Significant Developments in FY2014

Updates on resumption trading plan

On 4 April 2014, the Company updated Shareholders on the Company's plans for the resumption of trading of its securities, *inter alia*, that (i) the Audit Committee had on 31 March 2014 received an internal audit report from Grant Thornton and the findings of the internal audit report were being considered by the Audit Committee and the Board and would be addressed further in the annual report for FY2013; and (ii) the Company was also seeking an extension of time from both the SGX-ST and ACRA to hold the annual general meeting for FY2013 no later than 30 June 2014.

On 21 April 2014, the Company announced that SGX-ST has on 17 April 2014, granted the Company a waiver from the requirement under Rule 707(1) of the Catalist Rules and allowed the Company an extension of time up to 30 June 2014 to hold its annual general meeting for FY2013 subject to certain conditions (please refer to the announcement dated 21 April 2014 for the conditions).

Proposed Disposal of SZLG

The Company announced on 30 April 2014 that the application and administrative process for the transfer of legal title of LGSZ required a longer time than expected. As such, completion of the transfer of legal title of SZLG was expected to extend to 21 May 2014. In this regard, the Company had on 30 April 2014 entered into a further supplementary agreement with SGL to extend the completion date to 31 May 2014 and accordingly, the 3rd and 4th tranche payment totalling S\$1 million due from SGL was deferred to end April 2014.

As announced on 26 May 2014, the application and the administrative processes for the transfer of SZLG's legal title were completed on 23 May 2014, and the 3rd and 4th tranche payments totalling S\$1 million were received on 30 May 2014 by LWTL. The remaining outstanding S\$500,000 was scheduled to be paid by SGL on 19 November 2014.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Franchise Agreement

The Company announced on 2 April 2014 that the commencement date of the Franchise Agreement was postponed from 1 April 2014 to 1 May 2014. However, due to the delay in completion of the Proposed Disposal of SZLG, the Franchise Agreement only commenced on 1 June 2014 instead.

Change of continuing sponsor

As announced on 30 June 2014, the Company appointed Asian Corporate Advisors Pte. Ltd. to act as its new continuing sponsor, in place of CNP Compliance Pte. Ltd. ("**CNP**"), with effect from 1 July 2014.

Entry into the Conditional Deposit Agreement

On 10 July 2014, the Company announced that it had on 9 July 2014 entered into the Conditional Deposit Agreement with Industronics Berhad. Pursuant to the Conditional Deposit Agreement, Industronics Berhad shall, within 14 days of the date of the Conditional Deposit Agreement, deposit a sum of S\$2.5 million or equivalent with the Company or a Subsidiary within the Group. In consideration of the foregoing, the Company agreed to enter into a placement agreement with Industronics Berhad to issue to Industronics Berhad such number of Shares, at such price and on such terms as shall be agreed and documented in the placement agreement, subject to the aggregate subscription amount in the placement agreement not being less than the deposit.

As announced on 30 September 2014, pursuant to the Conditional Deposit Agreement, Industronics Berhad had on 16 July 2014 deposited S\$2.5 million into a bank account of the Company's Subsidiary in Hong Kong which remains unutilised. Pursuant to a supplemental to the Conditional Deposit Agreement dated 30 September 2014 (the "**Supplemental Conditional Deposit Agreement**"), the Company and Industronics Berhad agreed to extend the validity period of the Conditional Deposit Agreement to on or before 31 December 2014.

As announced on 31 December 2014, pursuant to a 2nd supplemental to the Conditional Deposit Agreement dated the same day (the "**2nd Supplemental Conditional Deposit Agreement**"), the Company and Industronics Berhad extended the validity period of the Conditional Deposit Agreement to on or before 31 March 2015.

Appointment of internal auditor

As announced on 11 August 2014, the Company appointed JF Virtus Pte Ltd ("**JF Virtus**") as the internal auditor for the Company, in place of Grant Thornton LLP ("**Grant Thornton**") with effect from 11 August 2014 as Grant Thornton has resigned as internal auditor effective from 8 August 2014.

Updates on entry into Exclusivity Agreement

As announced on 14 August 2014, the exclusivity period for the Exclusivity Agreement has lapsed and no further extension of the exclusivity period had been agreed between the parties nor any definitive agreement been entered into by the parties despite the various negotiations and discussions between the Company and the Vendors. The deposit of S\$3 million under escrow was fully refundable in the event no definitive agreement was entered into between the Company and the Vendors or the Target at the expiration of the exclusivity period, and the Company is evaluating the appropriate deployment of funds of approximately S\$2.765 million held in escrow.

Termination of 2012 Subscription Agreement with Agam

On 14 August 2014, the Company announced the termination of the 2012 Subscription Agreement with Agam (as supplemented by the 2012 Supplemental Agreement, the 2nd Supplemental Agreement and the 3rd Supplemental Agreement), with effect from 14 August 2014 subsequent to prolonged negotiations and upon the request of Agam.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

New line of business

On 31 October 2014, the Company announced that the Group has through its Subsidiary, LWTL commence expansion of its business activities into trading and dealing in equipment and consumable materials for the electronics industry and apparel materials in Hong Kong.

Updates on Performance Bonus Shares and Revised Performance Bonus Shares

The Company and the Executives entered into the 1st supplemental to the Settlement Agreement on 31 October 2014 and a 2nd supplemental to the Settlement Agreement on 31 December 2014, extending the date by which the Revised Performance Bonus Shares were to be issued to the Executives to 31 December 2014 and 31 March 2015 respectively.

Significant Developments in FY2015

Updates on resumption trading plan

The Company announced on 26 February 2015 that it had implemented most of the recommendations by JF Virtus (in relation to, *inter alia*, conflict of interest policy, credit evaluation and credit policy, as well as timeliness disclosure of material information) except the code of conduct which the Company is currently working with the internal auditor and that the implementation will be subject to review by the internal auditor in the upcoming review period. The Company would continue to appoint JF Virtus to review the implementation and subsequent operational effectiveness of the Company's improved internal control/corporate governance. A resumption proposal had also been submitted to the SGX-ST and the Company is working with its sponsor and consulting the SGX-ST on its resumption proposal.

As announced on 18 June 2015, the Company received a letter from the SGX-ST in connection with the Company's application for resumption of trading and SGX-ST had no further comments on the Company's resumption proposal subject to disclosure of various confirmations and opinions, as well as submission of undertakings.

Subsequently, as announced on 13 November 2015, the Company received a letter from the SGX-ST in connection with the Company's application for resumption of trading, superseding the previous letter issued on 18 June 2015. The SGX-ST stated that it has no further comments on the Company's resumption proposal subject to disclosure of various confirmations and opinions, as well as submission of certain undertakings.

Subsequently, the Company announced on 23 November 2015 that it will be requesting for the resumption of trading of its Shares on the Catalist with effect from 9.00am (Singapore time) on 24 November 2015.

Updates on Conditional Deposit Agreement

Pursuant to the 3rd supplemental to the Conditional Deposit Agreement dated 31 March 2015, 4th supplemental to the Conditional Deposit Agreement dated 30 June 2016, 5th supplemental to the Conditional Deposit Agreement dated 30 September 2015 and 6th supplemental to the Conditional Deposit Agreement dated 31 December 2015, the Company and Industronics Berhad have agreed to extend the validity period of the Conditional Deposit Agreement to on or before 30 June 2015, 30 September 2015, 31 December 2015 and 31 March 2016 respectively.

Updates on Performance Bonus Shares and Revised Performance Bonus Shares

The Company and the Executives had entered into a 3rd supplemental agreement to the Settlement Agreement on 31 March 2015, a 4th supplemental agreement to the Settlement Agreement on 30 June 2015, a 5th supplemental agreement to the Settlement Agreement on 30 September 2015 and a 6th supplemental agreement to the Settlement Agreement on 31 December 2015, extending the date by which such Revised Performance Bonus Shares are to be issued to the Executives to 30 June 2015, 30 September 2015, 31 December 2015 and 31 March 2016 respectively.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Updates on Proposed Disposal of SZLG

On 31 July 2015, the Company announced that it has entered into a 4th supplemental agreement with the SGL on the same day. Pursuant to the 4th supplemental agreement, the final tranche payment shall be payable in five (5) equal instalment of S\$100,000 each (for which the first payment was to be made in December 2015 and the last payment was to be made in April 2016).

Disposal of LGC

On 14 August 2015, the Company announced its intention to dispose LGC, then a wholly-owned subsidiary of LWTL (the “**LGC Disposal**”) through LWTL, the Company’s wholly-owned Subsidiary.

On 2 December 2015, the Company announced that it had entered into a sale and purchase agreement with Guo Ming Jiao on the same day for the LGC Disposal to Guo Ming Jiao. The consideration for the LGC Disposal was HKD1.00, payable by Guo Ming Jiao to LWTL by cash upon completion. Completion was to take place on or before 31 December 2015.

On 4 December 2015, the Company announced the completion of the LGC Disposal and following the completion, LGC ceased to be a Subsidiary of the Company.

2015 Placement

On 15 December 2015, the Company announced that it had entered into a placement agreement (“**2015 Placement Agreement**”) with four (4) individual placees (“**2015 Placees**”) for the proposed placement of 1,333,333,332 Shares at an issue price of S\$0.0009 for each placement share (“**2015 Placement Shares**”), amounting to an aggregate amount of S\$1.2 million (the “**2015 Placement**”).

Significant Developments in FY2016

2015 Placement

On 25 January 2016, the Company announced that it had entered into a supplemental agreement on the same day (“**2015 Supplemental Agreement**”) with each of the 2015 Placees to amend (a) the issue price from S\$0.0009 to S\$0.001 for each 2015 Placement Share; and (b) the number of 2015 Placement Shares for each 2015 Placees. On 29 January 2016, the Company announced that SGX-ST had on the same day issued the notice for the listing and quotation for 1.2 billion 2015 Placement Shares in the capital of the Company.

On 10 February 2016, the Company announced the issue of 1,200 million 2015 Placement Shares at an issue price of S\$0.001. In addition, as partial repayment for advisory fees on past services rendered (being resumption of trading for the Shares), the Company had on 10 February 2016 issued and allotted 165 million new Shares at an issue price S\$0.001 each to ACA.

Updates on Conditional Deposit Agreement

As announced on 31 March 2016, pursuant to a 7th supplemental to the Conditional Deposit Agreement dated the same day (the “**7th Supplemental Conditional Deposit Agreement**”), the Company and Industriatics Berhad agreed to extend the validity period of the Conditional Deposit Agreement to on or before 30 June 2016.

Repayment of Conditional Deposit and entering into loan agreement

On 5 February 2016, the Company announced that at the request of Industriatics Berhad and as agreed by the Board, the Company had on the same day, made a partial repayment of USD500,000 (equivalent to SGD704,000 at exchange rate of USD1:SGD1.408 on 5 February 2016) to Industriatics Berhad.

On 25 February 2016, the Company announced that at the request of Industriatics Berhad and as agreed by the Board, the Company had on the same day made a further partial repayment of USD282,000 and HKD2 million (equivalent to SGD762,812 at exchange rate of USD1:SGD1.4121 and HKD1:SGD0.1823) to Industriatics Berhad.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 30 June 2016, the Company announced that the 7th Supplemental Conditional Deposit Agreement is due on the same day and no further extension had been agreed between the parties nor a definitive agreement had been entered into by the parties, and that the Company was in negotiations and discussions with Industronics Berhad in relation to the arrangement for the remaining Conditional Deposit of S\$1,033,188.

On 5 August 2016, the Company announced that it had entered into a loan agreement with Industronics Berhad's wholly-owned subsidiary, Industrial Electronics to convert the remaining Conditional Deposit of S\$1,033,188 into a loan, which is assigned to Industrial Electronics.

On 27 October 2016, the Company entered into a supplemental agreement with Industrial Electronics to extend the repayment of the Outstanding Balance and interest accrued to on or before 31 December 2016.

On 22 December 2016, the Company announced that it had on the same date, made a full repayment of S\$1,033,188 as well as approximately S\$175,000 interest charges for the period from July 2016 to December 2016. The source of repayment was made from the proceeds of the 2016 Rights Issue which was completed on 2 December 2016.

Updates on Proposed Disposal of SZLG and impairment of the “Louis Gianni” series of trademarks and franchisee fees

On 29 February 2016, the Company announced that the Company had not received the 1st, 2nd and 3rd instalments amounting to S\$300,000 from SGL. The Board was in doubt with regards to the collectability of the final tranche after further delay in settlement from SGL. The Company had impaired the full amount of the final tranche in FY2015 amounting to S\$485,000 (after taking into account currency translation) as announced on 29 February 2016, as such there would be no further material impact arising from the non-collectability of the final tranche on the Group's financial performance and position for FY2016.

In addition, the Company had also impaired the amount due from SGL in connection with the franchise fees of S\$201,000 for FY2014 which had been long overdue, as the Company expects that the amount may not be recoverable due to a material slowdown in apparels business in the PRC. Lastly, the Company had also provided an impairment of approximately S\$1.6 million for the “Louis Gianni” series of trademarks in view of the decline in the estimated future value as ascribed by an independent valuer, given the increase in competition and decline in demand in the PRC as well as the non-recoverability of the annual franchisee fees from SGL.

Share Consolidation

On 23 March 2016, the Company announced a share consolidation (the “**2016 Share Consolidation**”) of every 25 Shares into one (1) consolidated Share, fractional entitlements to be disregarded. On 12 April 2016, the Company announced that SGX-ST had on the same day, issued the notice for the listing and quotation for up to 175,851,729 consolidated Shares. On 5 May 2016, the Company announced that the books will be closed at 13 May 2016 at 5.00 p.m. The Company announced the completion of the 2016 Share Consolidation on 16 May 2016.

Entering into preliminary agreement

On 6 May 2016, the Company announced that it had entered into a preliminary agreement with Mdm. Ng An Ho, an Indonesian (the “**Lessor**”) to lease a commercial property of warehouse in an industrial park in Jakarta Timur, Indonesia for 20 years. The transaction is subject to execution of definitive agreement (“**Definitive Agreement**”) and as at the Latest Practicable Date, the Company has not entered into the Definitive Agreement with the Lessor.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Listing and quotation of the Revised Performance Bonus Shares

On 26 May 2016, the Company announced that SGX-ST had on the same day issued the notice for the listing of and quotation for 11,230,720 Revised Performance Bonus Shares (after taking into account completion of the Share Consolidation on 16 May 2016) ("**Performance Shares**") in the capital of the Company to Mr Fu Ngai Man ("**Mr Fu**") and Mr Ng Wai Hung ("**Mr Ng**") in equal proportions, at an issue price of S\$0.25 for each Performance Share as performance bonus pursuant to the settlement agreement dated 21 October 2013 as supplemented by the 1st, 2nd, 3rd, 4th, 5th, 6th and 7th supplemental agreements dated 31 October 2014, 31 December 2014, 31 March 2015, 30 June 2015, 30 September 2015, 31 December 2015 and 31 March 2016 respectively.

On 6 June 2016, the Company announced that 11,230,720 Performance Shares had been issued to the Executives in equal proportions, at an issue price of S\$0.25 for each Performance Share as performance bonus.

Use of proceeds from the Conditional Deposit

On 18 January 2016, the Company announced that it had, during the period from 15 December 2015 to 18 January 2016, further utilized approximately S\$178,000 of the Conditional Deposit from Industronics Berhad for settlement of professional fees and listing fees to SGX-ST and approximately S\$40,000 for operating expenses. As at the date of the announcement, the Company had utilized S\$1,543,000 (or 61.72%) of the Conditional Deposit.

On 19 May 2016, the Company announced that it had, during the period from 18 January 2016 to 19 May 2016, further utilized approximately S\$207,000 of the Conditional Deposit from Industronics Berhad for settlement of operating expenses. As at 19 May 2016, the Company had utilized S\$2,454,000 (or 98.16%) of the Conditional Deposit and also repaid S\$1,466,812 to Industronics Berhad.

Use of proceeds from the 2015 Placement

On 4 August 2016, the Company announced that it had fully utilized the net proceeds from the 2015 Placement of S\$1.1 million.

2016 Rights Issue

On 30 June 2016, the Company announced that it is proposing to undertake a renounceable non-underwritten rights issue of up to 1,683,741,510 new ordinary shares ("**2016 Rights Shares**") in the capital of the Company at an issue price of S\$0.0032 ("**2016 Issue Price**") for each rights share, on the basis of nine (9) Rights Shares for every one (1) Existing Share as at a time and date to be determined by the Directors and announced by the Company in due course ("**2016 Rights Issue**").

On 26 July 2016, the Company announced that it had procured the irrevocable undertakings from Mission Well and Go Best, both dated 18 July 2016, in connection with the 2016 Rights Issue. The Company also announced that Go Best had obtained confirmation from a financial institution that it has sufficient financial resources to fulfil its obligations under the Go Best Irrevocable Undertaking. The said confirmation of financial resources was received by the Company on 25 July 2016.

On 3 August 2016, the Company announced that SGX-ST had on the same day issued the LQN for up to 1,683,741,510 rights shares at the 2016 Issue Price pursuant to the 2016 Rights Issue subject to certain conditions as stated in the said announcement.

On 5 September 2016, the Company announced that Shareholders' approval for, *inter alia*, the 2016 Rights Issue has been obtained during the extraordinary general meeting held on 5 September 2016.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

On 17 October 2016, the Company announced the following changes in interest of Substantial Shareholder:

- (a) Ms Siu Hiu Ki Jamie is deemed interested in the 11,690,400 Shares held by Rennace Investments Ltd. as she had become a director and the sole shareholder of Rennace Investments Ltd. with effect from 1 June 2008. In addition, Ms Siu Hiu Ki Jamie confirmed that she is not deemed interested in the 14,200,000 Shares which is held by her spouse, Mr Christian Kwok-Leun Yau Heilesen (Executive Director of the Company) via Mission Well as she is not able to exercise control over the voting rights of the 14,200,000 Shares held by her spouse via Mission Well, neither does she has control nor authority to dispose those Shares.
- (b) Mr Khoo Yick Wai ceased to have a deemed interest in the 11,690,400 Shares held by Rennace Investments Ltd. as he had ceased to be the sole shareholder of Rennace Investments Ltd. with effect of 1 June 2008 and director of Rennace Investments Ltd. with effect from 9 September 2014.

Prior to the disclosure on changes in interests on 17 October 2016 by Ms Siu Hiu Ki, Jamie and Mr Khoo Yick Wai, it had been disclosed in the previous announcements and disclosures made by the Company (including *inter alia*, annual reports) where relevant, that Mr Khoo Yick Wai was deemed interested in 11,690,400 Shares held by Rennace Investments Ltd. as he was the director and sole shareholder of Rennace Investments Ltd.

On 18 October 2016, the Company also announced that Mr Christian Kwok-Leun Yau Heilesen, in addition to his deemed interest in the 14,200,000 Shares held by Mission Well, was also deemed interested in the 11,690,400 Shares held by his spouse, Ms Siu Hiu Ki Jamie via Rennace Investments Ltd., on 23 November 2015 (being the date he became Director of the Company). He was not aware of his spouse's shareholding in the Company until she informed him on 14 October 2016 after she notified the Company of her interest in the Company as a Substantial Shareholder.

On 25 October 2016, the Company announced that further to the announcement on 18 October 2016, Mr Christian Kwok-Leun Yau Heilesen is also deemed interested in 11,690,400 Shares held by his spouse, Ms Siu Hiu Ki Jamie via Rennace Investments Ltd. Accordingly, Mr Christian Kwok-Leun Yau Heilesen is deemed interested in 14,200,000 Shares held by Mission Well (representing approximately 7.59%) and 11,690,400 Shares held by his spouse, Ms Siu Hiu Ki Jamie via Rennace Investments Ltd. (representing approximately 6.25%), aggregate amounting to 25,890,400 Shares (representing approximately 13.84%).

Rennace Investments Ltd has on 1 November 2016 and 2 November 2016 disposed of all its 11,690,400 Shares and as a result, Mr Christian Kwok-Leun Yau Heilesen's deemed interest in the Company had declined from 25,890,400 Shares to 14,200,000 Shares.

On 1 December 2016, the Company announced that as at the close of the 2016 Rights Issue on 25 November 2016, valid acceptances for 694,328,684 2016 Rights Shares and excess applications for a total of 340,490,785 excess 2016 Rights Shares were received (inclusive of 127,800,000 2016 Rights Shares and 40,950,000 excess 2016 Rights Shares validly accepted and applied by Mission Well pursuant to the Mission Well Irrevocable Undertaking). The aggregate of the 2016 Rights Shares and excess 2016 Rights Shares of 1,034,819,469 represents approximately 61.5% of the 1,683,741,510 2016 Rights Shares available for subscription under the 2016 Rights Issue. Following the allocation process for the excess 2016 Rights Shares, excess applications amounting to 340,490,785 2016 Rights Shares had been scaled down to 169,974,089 2016 Rights Shares pursuant to Rule 803 of the Catalist Rules in order to avoid a transfer of controlling interest in the Company.

On 2 December 2016, the Company announced that an aggregate of 864,302,773 2016 Rights Shares have been allotted and issued on 2 December 2016, pursuant to the 2016 Rights Issue, and that the 2016 Rights Shares will be credited into the relevant Securities Account on or about 5

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

December 2016. Following the allotment and issuance of the 2016 Rights Shares, the number of issued Shares in the Company has increased from 187,082,390 to 1,051,385,163 Shares. The 2016 Rights Shares will be listed and quoted on the Catalist with effect from 9.00 a.m. on 5 December 2016 and the trading of the 2016 Rights Shares will commence with effect from 9.00 a.m. on the same day.

Change in signatories

On 8 November 2016, the Company announced that Mr Khoo Yick Wai was made bankrupt by order of the High Court of Hong Kong dated 11 February 2015. Mr Khoo Yick Wai was the Chief Executive Officer and Executive Director of the Company from 3 August 2006 to 23 November 2015 and was the director of PT Louis Gianni, a wholly owned subsidiary of the Company, until 13 October 2016. As at the date of the announcement, Mr Khoo Yick Wai remains as one of the authorized signatories of the bank account of PT Louis Gianni. The Company is taking all necessary steps with, *inter alia*, the relevant authorities or counter parties to effect the change of signatories .

Changes in interest of Directors/ Substantial Shareholders

On 11 November 2016, the Company announced that Reill Edward Champley has on 10 November 2016 disposed 6,835,600 Shares and his direct interest in the Shares declined to 3,366,400, ceasing to be a Substantial Shareholder. On 5 December 2016, the Company announced that Reill Edward Champley had increased its shareholdings to 157,599,704 via an acquisition of securities pursuant to rights issue and became a Substantial Shareholder of the Company on 2 December 2016 (representing approximately 14.99%).

On 5 December 2016, the Company announced the following:

- (a) that Amanah Raya Berhad (“**ARB**”), AmanahRaya Trustees Berhad (“**ARTB**”) and Malayan Banking Berhad have ceased to be a Substantial Shareholder pursuant to the issuance of 864,302,773 2016 Rights Shares further to completion of the 2016 Rights Issue. ARB is the holding company of ARTB, which is the substantial shareholder of Malayan Banking Berhad;
- (b) that Mission Well had on 2 December 2016 increased its shareholdings to 182,950,000 via the acquisition of securities pursuant to rights issue, and remains a Substantial Shareholder; and
- (c) that Ms Zhou Qilin had on 2 December 2016 increased its shareholdings to 160,000,000 via the acquisition of securities pursuant to rights issue, and remains a Substantial Shareholder.

On 6 December 2016, the Company announced the following:

- (a) that Tansri Saridju Benui @ Chen Bing Wei had ceased to be a Substantial Shareholder pursuant to the issuance of 864,302,773 2016 Rights Shares further to completion of the 2016 Rights Issue; and
- (b) that Wong Siu Hung had increased its shareholdings to 75,000,000 via an acquisition of securities pursuant to rights issue and became a Substantial Shareholder of the Company on 2 December 2016 (representing approximately 7.13%).

Use of proceeds from the 2016 Rights Issue

On 22 December 2016, the Company announced that it had utilised S\$1,530,188 or approximately 59.31% of the net proceeds from the 2016 Rights Issue for (a) the repayment of loan and interest charged (b) and professional fees (including, amongst others, external audit fees, internal audit fees, professional fees for various corporate exercises and fees for the Company secretary). The use of proceeds above is in accordance with the intended use. The Company will make further announcements on the further utilisation of the remaining net proceeds from the 2016 Rights Issue of approximately S\$1.05 million as and when it is materially disbursed.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Significant Developments in FY2017

Use of proceeds from the 2016 Rights Issue

On 22 February 2017, the Company announced that subsequent to the announcement dated 22 December 2016, the Company had during the period from 23 December 2016 to the date of the announcement, further utilized approximately S\$782,012 from the net proceeds of which S\$242,000 was used for repayment of short term loan together with approximately S\$21,000 interest fee paid for the period from July 2016 to December 2016, S\$180,774 for settlement of professional fees and S\$338,238 for settlement of operating expenses. On 8 August 2017, the Company announced that it has fully utilized the net proceeds from the 2016 Rights Issue.

Update on preliminary agreement

The Company had announced earlier on 6 May 2016 that it had entered into a preliminary agreement with Mdm. Ng An Ho, an Indonesian (the “**Lessor**”) to lease a commercial property of warehouse in an industrial park in Jakarta Timur, Indonesia for 20 years. On 28 February 2017, the Company announced that the preliminary agreement had expired on 5 February 2017 and no further extension had been agreed between the parties nor any definitive agreement had been entered into. No payment or deposit had been made by the Company in connection with the preliminary agreement and the its termination is not expected to have any material impact on the Group’s consolidated net tangible assets per share and earnings per share for the current financial year ending 31 December 2017.

Changes in interest of Directors/ Substantial Shareholders

On 7 March 2017, the Company announced that Go Best Holdings Limited became a Substantial Shareholders of the Company with 75,000,000 Shares (representing approximately 7.13%). As a result, Aberly Development Limited, Focus Square Limited, HSBC International Trustee Limited has also become Substantial Shareholders, being deemed interested in the 75,000,000 shares held by Go Best Holdings. HSBC International Trustee Limited (acting as trustee of the CKLY Family Trust which the beneficiaries are family members of Christian Kwok-Leun Yau Heilesen) is the holding company of Focus Square Limited, which is the holding company of Aberly Development Limited, which is the holding company of Go Best Holdings Limited.

On 7 March 2017, the Company also announced a change in the interests of Mr Christian Kwok-Leun Yau Heilesen as a result of Go Best Holdings Limited becoming a Substantial Shareholder and HSBC International Trustee Limited becoming deemed interested in the 75,000,000 Shares, as HSBC International Trustee Limited acts as a trustee of the CKLY Family Trust which the beneficiaries are family members of Christian Kwok-Leun Yau Heilesen.

On 8 March 2017, the Company announced that Reill Edward Champley had ceased to be a Substantial Shareholder on 7 March 2017 via a disposal of his shareholdings.

Differences between audited and previously announced unaudited financials for the financial year ended 31 December 2016

On 6 April 2017, the Company announced that upon the finalization of the FY2016 audit, certain adjustments were made which have a material impact on previously announced FY2016 results. The differences between the previously announced FY2016 results with the explanations for the material differences are set out in the same announcement.

Disposal of trademark

On 5 May 2017, the Company announced that Vashion Group (H.K.) Limited, its wholly-owned subsidiary, had entered into a sale and purchase agreement with Long Grown Industries Limited on 5 May 2017 for the sale of trademark to the Purchaser (the “**Disposal**”). Completion of the Disposal shall take place on or before 30 June 2017 after the conditions precedent shall have been fulfilled.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The consideration will be HKD5,000 payable by the purchaser to Vashion Group (H.K.) Limited by cash upon completion. The proceeds from the Disposal will be used as the Company's working capital to fund the operation of the Group's businesses.

The Disposal is carried out due to discontinued operation of retails and wholesales in People's Republic of China and cost cutting for maintenance and renewal of the trademark.

Announcement of Proposed Transactions

On 25 May 2017, the Company announced the following ("**Proposed Transactions**"):

- (a) proposed conversion of directors' fees owing by the Company to the independent Directors into new ordinary shares in the capital of the Company at a fixed conversion price of S\$0.003 per Debt Conversion Share ("**Debt Conversion**");
- (b) proposed Share Consolidation of every ten (10) existing ordinary shares in the capital of the Company as at a books closure date to be determined into one (1) consolidated share, fractional entitlements to be disregarded;
- (c) Rights cum Warrants Issue; and
- (d) Proposed Business Diversification to include the Financing Business and the Luxury Goods Business.

On 25 July 2017, the Company announced that it had obtained the LQN from the SGX-ST for the listing of and quotation for debt conversion shares, the consolidated Shares, the Rights Shares, the Warrants and the Warrant Shares on the Catalist, subject to certain conditions and compliance with the SGX-ST's listing requirements.

On 6 September 2017, the Company obtained approval from the Shareholders for the Proposed Transactions.

On 9 September 2017, the Company announced that the Debt Conversion Shares have been issued to the then independent Directors of the Company.

On 20 September 2017, the Company announced the completion of the Share Consolidation.

On 26 September 2017, the Company announced that Vashion Group (H.K.) Limited, a wholly owned subsidiary of the Company, has changed its name to Luxury Watch Trading Limited with effect from 22 September 2017. The change of name is in conjunction with the Company's plan to embark on the Proposed Business Diversification.

Appointment and cessation of directors

On 30 September 2017, the Company announced that Leung Kwok Kuen Jacob had been re-designated from non-executive non-independent director to independent director of the Company, chairman of the nominating and remuneration committees, and member of the audit committee. The Company had also announced that Chan Siew Wei had ceased his appointment as the lead independent director of the Company, chairman of the Group, and chairman of the audit committee, nominating committee and remuneration committee.

On 13 October 2017, the Company announced that Tan Chin Lee had ceased his appointment as independent director of the Company.

Reconstitution of board of directors

On 6 October 2017, the Company announced that Leung Yu Tung Stanley had been appointed as an independent director of the Company and chairman of the audit committee.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Significant Developments from 1 January 2018 to the Latest Practicable Date

Announcement of interest free loan and offsetting arrangement

On 10 January 2018, the Company announced that Vashion Group (H.K.) Holdings Limited, a wholly owned subsidiary of the Company, entered into the Loan Agreements dated 3 October 2017 and 10 January 2018 with the Executive Director of the Company, Christian Kwok-Leun Yau Heilesen, whereby Christian Kwok-Leun Yau Heilesen agreed to extend the Loans with aggregate principal amount of up to HK\$2,108,389 and HK\$8,000,000 respectively to Vashion Group (H.K.) Holdings Limited. The Loans are unsecured, interest free and have no fixed repayment terms (due and repayable on demand). The first portion of the Loans of HK\$2,108,389 has been fully disbursed as at 4 January 2018 and as at 10 January 2018, being the date of the announcement, has been utilized to finance the working capital of the Group namely payment of an existing loan (principal and interest) from Plentywood Holdings Limited (a non-related entity wholly-owned by Reill Edward Champley, a shareholder and former substantial shareholder of the Company) of approximately HK\$0.86 million, staffs salaries of approximately HK\$0.80 million, and purchase of new vehicle of approximately HK\$0.45 million. The second portion of the Loans of HK\$8,000,000 has not been disbursed as at the date of this announcement and shall be solely used for the investment in the Luxury Goods Business, namely for the purchase of stock/branded watches. The additional Loan of HK\$8,000,000 is mainly for the purpose of enabling the Company to embark on the Luxury Goods Business before the completion of the Rights cum Warrants Issue. Christian Kwok-Leun Yau Heilesen is the Executive Director of the Company and the controlling shareholder of the Company. Accordingly, Christian Kwok-Leun Yau Heilesen is an “interested person” for the purposes of Chapter 9 of the Catalist Rules, and the grant of the Loans by Christian Kwok-Leun Yau Heilesen is an interested person transaction. However, as the Loans are interest free, the value at risk is zero and therefore the Company is not required to seek shareholders’ approval pursuant to Rule 906 of the Catalist Rules. The Board and the Audit Committee of the Company are of the view that the grant of the Loans by Christian Kwok-Leun Yau Heilesen is in the best interest of the Company and not prejudicial to the interests of the Company and its minority shareholders as it will improve the cash flow situation of the Company and enable the Company to embark on the Luxury Goods Business before the completion of the Rights cum Warrants Issue. Other than Christian Kwok-Leun Yau Heilesen, none of the Directors and Substantial Shareholders has any interest, direct or indirect in the Loans.

As stated in the Circular, Christian Kwok-Leun Yau Heilesen has indicated his intention to participate in the Rights cum Warrants Issue to subscribe for such number of Rights Shares with Warrants and/or apply for such number of Excess Rights Shares with Warrants which are not subscribed or otherwise taken up and/or applied for by the other Entitled Shareholders as the case may be in support of the Rights cum Warrants Issue. As at 10 January 2018, being the date of announcement, Christian Kwok-Leun Yau Heilesen has not informed the Company on the number of Rights Shares with Warrants and/or Excess Rights Shares with Warrants which he is going to subscribe. Pursuant to the Loan Agreements, both the Company and Christian Kwok-Leun Yau Heilesen agreed that the Loans granted by Christian Kwok-Leun Yau Heilesen may be offset partially or entirely by subscription amount of Christian Kwok-Leun Yau Heilesen for the Rights cum Warrants Issue. The quantum of such Offsetting Arrangement shall be decided and approved by the Board (with Christian Kwok-Leun Yau Heilesen abstaining) at later date taking into account, *inter alia*, the subscription amount of Christian Kwok-Leun Yau Heilesen, and the results of the Rights cum Warrants Issue.

Save for the Offsetting Arrangement, the terms and conditions of the Rights cum Warrants Issue remain unchanged and the use of proceeds from the Rights cum Warrants Issue will remain as disclosed in the Company’s announcement dated 25 May 2017 and the Circular.

Announcement of arbitration orders against LWTL

On 17 January 2018, the Company announced that LWTL had received three (3) arbitration orders from the Shenzhen Arbitration Commission (“**Arbitration Orders**”) on 17 January 2018. The Arbitration Orders pertained to LWTL entering into guarantee agreements (“**Guarantee Agreements**”) dated 14 January 2012, 20 November 2012 and 25 March 2013 with the borrower,

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Raymond Fu Ngai Man (the “**Borrower**”), former general manager of SZLG, and lender 潘少斌 (“**Mr Poon**”) and 方國釗 (“**Mr Fong**”) (together, the “**Lenders**”) that in the event of default in payment by the Borrower, LWTL would be liable to make repayment to the Lenders. The Arbitration Orders include (a) a charge for repayment of RMB10,490,000 (principal amount of RMB5,500,000 and interest and related expenses of RMB4,990,000) to Mr Poon, (b) a charge for repayment of RMB12,370,500 (principal amount of RMB6,500,000 and interest and related expenses of RMB5,870,500) to Mr Poon, and (c) a charge for repayment of RMB2,152,200 (principal amount of RMB1,000,000 and interest and related expenses of RMB1,152,200) to Mr Fong.

Subsequently on 5 February 2018, the Company announced, *inter alia*, that in conjunction with the Company’s plan to embark on the business diversification into, *inter alia*, the Luxury Goods Business and in view of the Arbitration Order against LWTL, the Board decided to carry out the Luxury Goods Business under Vashion Group (HK) Holdings Limited, a wholly-owned subsidiary of the Company, instead of LWTL. The Company intends to commence the Luxury Goods Business with trading of luxury watch, which primarily involved cash transactions, by March 2018. The Company has established the internal control policy and procedure for the Luxury Goods Business which shall be implemented and adhered to.

On 12 February 2018, the Board provided further update to the Shareholders:-

- (a) after receipt of legal advice on matters related to the Arbitration Orders, the Board decided that none of the representative of LWTL need to attend the arbitration proceeding on 7 February 2018 due to *inter-alia* the Board’s views that the case against LWTL may be without merit and cost reasons.
- (b) LWTL was in a net liabilities position (arising from mainly past losses and inter-company indebtedness comprising approximately HK\$29.5 million and HK\$28.5 million of dues to the Company and fellow subsidiary Vashion Group (H.K.) Holdings Limited respectively) of approximately HK\$58.0 million as at 31 December 2017. As at 31 December 2017, there are no intercompany advances. LWTL has been dormant since 1 January 2015 with no revenue. For the financial year ended 31 December 2017, LWTL incurred a net loss after tax of approximately HKD458 thousand. LWTL is not a principal subsidiary of the Group and has been classified as discontinued operation in the Company’s audited financial statements since 31 December 2016. LWTL’s net liabilities position is already reflected in the unaudited consolidated financial statements for the Group as at 31 December 2017 (as announced on 17 January 2018).
- (c) The Board confirms that: i) no corporate guarantee(s) has been provided by the Company or any of its subsidiaries to the Lenders for and on behalf of the Borrower; and ii) both the Directors and the directors of LWTL at the material time are not aware of the existence of the Guarantee Agreements. The Board is therefore of the view that there are no lapses in control within the Company and its subsidiaries. The Board is of the view that the Arbitration Orders are without merit in view of the following: (a) none of directors of LWTL have entered into and/or have authorised any person to enter into any agreements with the Borrower and the Lenders to guarantee the obligations of the Borrower; (b) no signature of any director or authorised person of LWTL was sighted in all Guarantee Agreements; and (c) the company stamp which appears in the Guarantee Agreements is of a different size from the original LWTL’s company stamp.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (d) The Board is of the opinion barring unforeseen circumstances that, based on the legal advice obtained, the Arbitration Orders or in the event that award is made against LWTL (“Award”) for the amounts claimed under the Arbitration Orders shall not have any material impact on the financial position and performance of the Company and the Group or the ability of the Company or the Group to continue as a going concern or in its ability to meet its obligations when due. The basis of such opinion are:-
- No corporate guarantee has been provided by the Company or any of its subsidiaries to the Lenders for and on behalf of the Borrower.
 - LWTL and the Company are separate legal entities. The liability of the Company, being the sole shareholder of LWTL in the event of the winding-up of LWTL, will be capped to the amounts of capital contributed, Based on the legal advice obtained, the Company cannot, *inter-alia* be held liable in law for the sums in the Award. Furthermore the Directors confirm that there are no obligations or contractual or regulatory requirement for the Company or any of its other subsidiaries to fulfil or indemnify any obligations or owings of LWTL. Regardless of Arbitration Orders or the Award against LWTL, LWTL is not a significant subsidiary of the Group, the amount due to the Group has already been eliminated on the consolidation basis).
- (e) Furthermore the Board confirms that its existing controls to safeguard monies (existing cash as well as funds to be raised) are adequate after taking into account, *inter-alia*:
- proper documentation, recording, accounting, approvals and verification of usage as announced and/or approved by Shareholders of the Company (including *inter-alia* the funds to be raised pursuant to the Rights cum Warrants Issue whose notice of books closure date was announced on 5 February 2018 and the arrangements to offset advances made by the Executive Director against his subscription of Rights Shares with Warrants or excess Rights Shares with Warrants as the case may be);
 - internal control procedures and approvals for the Luxury Goods Business which has been reviewed by the Company’s internal auditors and approved by the Board; and
 - the on-going regular review of and reports on *inter-alia* the Company’s cash balances, transactions, procedures, controls and documentation by internal auditors appointed since resumption, and adoption by Management of the internal auditor’s recommendations. Such transactions to be reviewed will include the Rights cum Warrants Issue to be completed in due course and this includes the Offsetting Arrangements and its approval by the whole Board including the Audit Committee and with the Executive Director abstaining.

Save as disclosed herein and in public announcements released by the Company via SGXNET, there has been no material change in the affairs of the Group since 31 December 2017 to the Latest Practicable Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

9(d) Provide information on the equity capital and the loan capital of the relevant entity as at the Latest Practicable Date, showing:

- (i) in the case of the equity capital, the issued capital; or**
- (ii) in the case of the loan capital, the total amount of the debentures issued and outstanding, together with the rate of interest payable thereon.**

As at the Latest Practicable Date, the equity capital and the total outstanding loans of the Company are as follows:

Issued and paid-up share capital	: S\$33,715,127
Number of ordinary shares in issue (excluding treasury shares)	: 113,030,287
Number of treasury shares	: Nil.
Loan capital	: Nil.

9(e) Where:

- (i) the relevant entity is a corporation, the number of shares of the relevant entity owned by each substantial shareholder as at the latest practicable date; or**
- (ii) the relevant entity is not a corporation, the amount of equity interests in the relevant entity owned by each substantial interest-holder as at the latest practicable date.**

As at the Latest Practicable Date, the Substantial Shareholders of the Company and the number of Shares they hold as recorded in the Register of Substantial Shareholders maintained by the Company pursuant to the Companies Act, were as follows:

Substantial Shareholders	Direct Interest		Deemed Interest	
	No. of Shares	% of issued Shares⁽¹⁾	No. of Shares	% of issued Shares⁽¹⁾
Wong Siu Hung	7,500,000	6.64	–	–
Zhou Qilin	16,000,000	14.16	–	–
Mission Well Limited	18,295,000	16.19	–	–
Christian Kwok-Leun Yau Heilesen ⁽²⁾	–	–	25,795,000	22.82
Go Best Holdings Limited	7,500,000	6.64	–	–
Abery Development Limited ⁽³⁾	–	–	7,500,000	6.64
Focus Square Limited ⁽⁴⁾	–	–	7,500,000	6.64
HSBC International Trustee Limited ⁽⁵⁾	–	–	7,500,000	6.64

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Notes:

- (1) *Based on the number of issued Share capital of 113,030,287 as at the Latest Practicable Date.*
- (2) *Mr Christian Kwok-Leun Yau Heilesen is deemed interested in the 18,295,000 Shares held by Mission Well Limited as he is the sole shareholder and director of Mission Well Limited. Furthermore, he is also deemed to be interested in the 7,500,000 shares held by Go Best Holdings Limited. HSBC International Trustee Limited (acting as trustee of the CKLY Family Trust which the beneficiaries are family members of Christian Kwok-Leun Yau Heilesen) is the holding company of Focus Square Limited, which is the holding company of Aberly Development Limited, which is the holding company of Go Best Holdings Limited.*
- (3) *Aberly Development Limited is the holding company of Go Best Holdings Limited. As such, Aberly Development Limited is deemed to have an interest in the shares of Vashion Group Ltd. held by Go Best Holding Limited.*
- (4) *Focus Square Limited is the holding company of Aberly Development Limited, which is the holding company of Go Best Holdings Limited. As such, Focus Square Limited is deemed to have an interest in the shares of Vashion Group Ltd. held by Go Best Holding Limited.*
- (5) *HSBC International Trustee Limited (acting as trustee of the CKLY Family Trust which the beneficiaries are family members of Christian Kwok-Leun Yau Heilesen) is the holding company of Focus Square Limited, which is the holding company of Aberly Development Limited, which is the holding company of Go Best Holdings Limited. As such, HSBC International Trustee Limited is deemed to have an interest in the shares of Vashion Group Ltd. held by Go Best Holding Limited.*

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- 9(f) Provide information on any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the twelve (12) months immediately preceding the date of lodgement of the offer information statement, a material effect on the financial position or profitability of the relevant entity or, where the relevant entity is a holding company or holding entity of a group, of the group.**
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As at the date of lodgement of this Offer Information Statement and save for disclosures made via SGXNET (including the announcement of Arbitration Orders against LWTL as set out in paragraph 9(c) of Part IV (Key Information) of this Offer Information Statement), the Directors are not aware of any legal or arbitration proceedings which are pending or known to be contemplated, which may have, or which have had in the twelve (12) months immediately preceding the date of lodgement of this Offer Information Statement, a material effect on the financial position or profitability of the Group taken as a whole.

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- 9(g) Where any securities or equity interest of the relevant entity have been issued within the twelve (12) months immediately preceding the latest practicable date:**

- (i) **if the securities or equity interest have been issued for cash, state the prices at which the securities have been issued and the number of securities or equity interests issued at each price; or**
 - (ii) **if the securities or equity interest have been issued for services, state the nature and value of the services and give the name and address of the person who received the securities or equity interests.**
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The Company announced that an aggregate of 864,302,773 2016 Rights Shares have been allotted and issued on 2 December 2016 pursuant to the 2016 Rights Issue at the issue price of S\$0.0032 for each 2016 Rights Share.

The Company had on 9 September 2017 issued 78,917,999 Debt Conversion Shares at an issue price of S\$0.003 each to Chan Siew Wei and Tan Chin Lee pursuant to the Debt Conversion Agreement for the conversion of directors fees owing by the Group.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Name of Directors	Address
Chan Siew Wei	243 Wolskel Road, Singapore 358028
Tan Chin Lee	No. 6 Jalan Kuning Muda Satu, Taman Pelangi, Johor Bahru 80400, Malaysia

Save as disclosed above and in this Offer Information Statement, the Company has not issued any securities or equity interests in the last 12 months immediately preceding the Latest Practicable Date.

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- 9(h) Provide a summary of each material contract, other than a contract entered into in the ordinary course of business, to which the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any member of the group is a party, for the period of two (2) years immediately preceding the date of lodgement of the offer information statement, including the parties to the contract, the date and general nature of the contract, and the amount of any consideration passing to or from the relevant entity or any other member of the group, as the case may be.**
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As at the Latest Practicable Date, save for disclosures made via SGXNET and as disclosed in paragraph 9(c) of Part IV (Key Information) of this Offer Information Statement and below, there were no material contracts (not being contracts entered into in the ordinary course of business) entered into by the Company and its Subsidiaries during the two (2) years preceding the date of lodgement of this Offer Information Statement:

- (i) Conditional Deposit Agreement dated 10 July 2014 as supplemented by the 1st, 2nd, 3rd, 4th, 5th, 6th and 7th supplemental agreement dated 30 September 2014, 31 December 2014, 31 March 2015, 30 June 2015, 30 September 2015, 31 December 2015 and 31 March 2016 entered into between the Company and Industronics Berhad where the Company has agreed to enter into a placement agreement with Industronics Berhad to issue such number of Shares at such price and on such terms to be agreed pursuant to which Industronics Berhad deposited S\$2.5 million with the Company;
- (ii) preliminary agreement dated 6 May 2016 entered into between PT Louis Gianni, a wholly-owned Subsidiary of the Company, and Mdm. Ng An Ho to, *inter alia*, lease a commercial property of warehouse in an industrial park in Jakarta Timur, Indonesia, for 20 years, for a consideration of S\$2,906,400, based on a total lettable area 6,055 square meters with S\$2 per square meter per month for 20 years;
- (iii) loan agreement dated 5 August 2016 as supplemented by the supplemental agreement dated 27 October 2016 entered into between the Company and Industrial Electronics in connection with the conversion of the remaining Conditional Deposit of S\$1,033,188 into a loan, which is assigned to Industrial Electronics; and
- (iv) sale and purchase agreement dated 5 May 2017 between Vashion Group (H.K.) Limited (as vendor), a wholly-owned subsidiary of the Company, and Long Grown Industries Limited (as purchaser) for the disposal of trademark. Consideration for the sale is HKD5,000 payable by purchaser to vendor in cash upon completion;
- (v) Debt Conversion Agreement dated 25 May 2017 between the Company, Chan Siew Wei and Tan Chin Lee for the conversion of directors fees in the aggregate of S\$236,754 owing by the Group into 78,917,999 Debt Conversion Shares at a fixed conversion price of S\$0.003 per Debt Conversion Share;
- (vi) The Loan Agreements;
- (vii) The Warrant Agency Agreement; and
- (viii) The Deed Poll.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

**PART V
OPERATING AND FINANCIAL REVIEW AND PROSPECTS**

Operating Results

1. Provide selected data from:

- (a) the audited income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the audited consolidated income statement of the relevant entity or the audited combined income statement of the group, for each financial year (being one of the three (3) most recent completed financial years) for which that statement has been published; and**
 - (b) any interim income statement of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, any interim consolidated income statement of the relevant entity or interim combined income statement of the group, for any subsequent period for which that statement has been published.**
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Please refer to paragraph 2 of Part V (Operating and Financial Review and Prospects) of this Offer Information Statement.

2. The data referred to in paragraph 1 of this Part shall include the line items in the audited income statement, audited consolidated income statement, audited combined income statement, interim income statement, interim consolidated income statement or interim combined income statement, as the case may be, and shall in addition include the following items:

- (a) dividends declared per share in both the currency of the financial statements and the Singapore currency, including the formula used for any adjustment to dividends declared;**
 - (b) earnings or loss per share; and**
 - (c) earnings or loss per share, after any adjustment to reflect the sale of new securities.**
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SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The audited consolidated income statements of the Group for FY2016, and FY2015 and the unaudited consolidated income statements of the Group for FY2017 are set out below:-

	Unaudited FY2017 S\$'000	Audited FY2016 S\$'000	Audited FY2015 S\$'000
<u>Continuing operations</u>			
Revenue	3,246	3,096	3,478
Cost of sales	(2,613)	(2,492)	(2,703)
Gross profit	633	603	775
Other operating income	50	337	336
Selling and distribution expenses	(230)	(235)	(233)
Administrative expenses	(1,864)	(2,303)	(2,070)
Other operating expenses	(697)	(52)	(2)
Finance costs	(11)	(199)	(4)
Profit/(Loss) before income tax	(2,119)	(1,849)	(1,198)
Income tax	–	–	–
Profit/(Loss) for the year from continuing operations	(2,119)	(1,849)	(1,198)
Discontinued operations			
Loss for the year from discontinued operations	(451)	(326)	(1,609)
Total (loss)/profit for the year	(2,570)	(2,176)	(2,806)
Other comprehensive profit/(loss)			
Items that may be classified subsequently to profit or loss:			
Foreign currency translation gain / (loss)	815	(88)	(593)
Reclassification adjustment relating to foreign operation disposed	–	–	(83)
Total comprehensive loss for the year	(1,755)	(2,264)	(3,483)

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

No dividends were declared for FY2017, FY2016, and FY2015.

Singapore cents	Unaudited FY2017	Audited FY2016	Audited FY2015
(LPS)/EPS before Rights cum Warrants Issue			
- Basic (cents) ⁽¹⁾	(2.39)	(0.92)	(2.45)
- Diluted (cents) ⁽²⁾	(2.39)	(0.92)	(2.45)

Notes:

(1) Calculated based on the weighted average number of Shares in issue of 114,388,368 in FY2015; 235,802,636 in FY2016; 107,624,945 in FY2017. The Share Consolidation was completed on 20 September 2017.

(2) Calculated based on the weighted average number of Shares in issue of 114,388,368 in FY2015; 235,802,636 in FY2016; 107,624,945 in FY2017. The Share Consolidation was completed on 20 September 2017.

Shareholders should note that the financial figures for FY2017 stated above have not been audited or reviewed by the Company's external auditor. There can be no assurance that if such financial statements had been audited or reviewed that there would be no change in the financial statements and that such changes would not be material. Potential investors should exercise caution when using such data to evaluate the Company's financial condition, results of operations and results.

Assuming the Maximum Subscription Scenario and that the Proposed Debt Conversion, the Share Consolidation and the Rights cum Warrants Issue had been completed on 1 January, the EPS/LPS for FY2017, FY2016, and FY2015 after adjusting for issuance of the Rights Shares with Warrants are as follows:

	FY2017	FY2016	FY2015
Profit/(loss) attributable to Shareholders ⁽¹⁾ (S\$'000)	(2,570)	(2,176)	(2,808)
<u>EPS/(LPS) as at the respective financial year end</u>			
Weighted average number of Shares in issue	107,624,945 ⁽³⁾	235,802,636	114,388,368 ⁽²⁾
EPS/(LPS) attributable to Shareholders (S\$ cents)	(2.39)	(0.92)	(2.45)
<u>EPS/(LPS) after the Rights cum Warrants Issue⁽⁴⁾</u>			
Weighted average number of Shares in issue	202,462,135	247,296,066	129,103,108
EPS/(LPS) attributable to Shareholders (S\$ cents)	(1.27)	(0.88)	(2.17)
<u>EPS/(LPS) after the Rights cum Warrants Issue and the full exercise of the Warrants⁽⁵⁾</u>			
Weighted average number of Shares in issue	294,490,378	310,509,616	193,654,662
EPS/(LPS) attributable to Shareholders (S\$ cents)	(0.87)	(0.70)	(1.45)

Notes:

(1) Profit/(loss) attributable to Shareholders excludes profit/(loss) attributable to the non-controlling interests. Based on the assumption that the Rights cum Warrants Issue and the Share Consolidation had been completed at the beginning of FY2015, FY2016 and FY2017 and disregarding any interest, revenue and/or returns that may arise from the deployment of the Net Proceeds.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (2) *On 16 May 2016, the Company completed the share consolidation of every twenty five existing Shares into one consolidated Share. On 2 December 2016, the Company has issued of rights shares at an issue price of S\$0.0032 for each Rights Shares, on the basis of nine rights shares for every one existing Share. The weighted average number of ordinary shares used for the calculation of the LPS and EPS for FY2015 has been adjusted for the effect of the share consolidation and the issue of rights shares.*
- (3) *The Share Consolidation was completed on 20 September 2017.*
- (4) *After the issuance and allotment of the Debt Conversion Shares, completion of the Share Consolidation and issuance and allotment of the Rights Shares with Warrants but prior to any exercise of the Warrants.*
- (5) *After the issuance and allotment of the Debt Conversion Shares, completion of the Share Consolidation, issuance and allotment of the Rights Shares and issuance and allotment of the Warrants Shares pursuant to the exercise of the Warrants.*

Review of Past Performance

3. In respect of:

- (a) **each financial year (being one of the three (3) most recent completed financial years) for which financial statements have been published; and**
- (b) **any subsequent period for which interim financial statements have been published,**

provide information regarding any significant factor, including any unusual or infrequent event or new development, which materially affected profit or loss before tax of the relevant entity or, if it is the holding company or holding entity of a group, of the group, and indicate the extent to which such profit or loss before tax of the relevant entity or the group, as the case may be, was so affected. Describe any other significant component of revenue or expenditure necessary to understand the profit or loss before tax for each of these financial periods.

A review of the operations, business and financial performance of the Group is set out below:

FY2017 vs FY2016

The Group's revenue increased by S\$150 thousand or 4.84% from approximately S\$3.1 million in FY2016 to approximately S\$3.25 million in FY2017. Revenue contributed from distribution of consumable material for electronic industry slightly increased by 8.97% from approximately S\$2.9 million in FY2016 to approximately S\$3.2 million in FY2017. Revenue from switchgear design and assembly recorded approximately S\$33 thousand in FY2017 comparing to approximately S\$147 thousand in FY2016. The significant decline in switchgear design and assembly revenue was due to absence of big projects in FY2017.

The gross profit margin of the Group remain stable at 19.50% in FY2017 and FY2016. The gross profit of the Group slightly increased from approximately S\$603 thousand in FY2016 to approximately S\$633 thousand in FY2017.

The significant decrease in other operating income from approximately S\$337 thousand in FY2016 to approximately S\$50 thousand in FY2017 was mainly due to absence of (i) exchange gain result from foreign currency translation of approximately S\$221 thousand; (ii) gain on disposal of fixed assets by approximately S\$11 thousand; (iii) decline of agency fee income by S\$38 thousand from approximately S\$83 thousand in FY2016 to approximately S\$45 thousand in FY2017 and (iv) written off other payable by approximately S\$11 thousand and others.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The Group's other operating income in FY2017 comprised mainly agency fee income of approximately S\$45 thousand and others. Agency fee income refer to the Group acting as an agent for collection and payment on behalf in relation to sales and purchases transaction of garment related materials between the buyer and the seller. Both buyer and seller are not related to any directors nor substantial shareholders of the Company.

The selling and distribution expenses remain stable recorded approximately S\$230 thousand in FY2017 (FY2016: approximately S\$235 thousand).

The administrative expenses dropped by 19.06% from approximately S\$2.3 million in FY2016 to approximately S\$1.86 million in FY2017 was mainly due to (i) decrease in legal and professional fee by approximately S\$272 thousand result from less corporate actions carried out by the Company in FY2017; (ii) decline of rental and building management fee by approximately S\$68 thousand; (iii) cost cutting in travelling and entertainment expenses by approximately S\$42 thousand; (iv) printing expenses dropped by approximately S\$14 thousand; (v) decrease in depreciation by approximately S\$12 thousand; (vi) audit fee reduced by approximately S\$9 thousand and others. The administrative expenses of approximately S\$1.86 million are mainly attributable to wages and salaries and directors' remuneration (approximately S\$1.25 million), professionals and audit fees (approximately S\$336 thousand), rental and building management fee (approximately S\$65 thousand), travelling and entertainment expenses (approximately S\$53 thousand), printing expenses (approximately S\$28 thousand), listing fee (approximately S\$23 thousand), depreciation (approximately S\$19 thousand), telephone expenses (approximately S\$12 thousand), bank charges (approximately S\$11 thousand), courier and logistic expenses (approximately S\$10 thousand) and others (approximately S\$57 thousand).

The other operating expenses increased significantly solely due to exchange loss result from foreign currency translation between intercompany balance (depreciation of Hong Kong Dollars against Singapore Dollars).

The finance expenses in FY2017 relates mainly to interest expenses accumulated for period August 2017 to October 2017 on short term borrowings with aggregate principal amount of HK\$800,000. Meanwhile, the finance expenses in FY2016 related mainly to loan agreement with Industrial Electronics (S) Pte Ltd which was fully repaid in December 2016.

During FY2017, there was no provision for income tax for Singapore and Hong Kong subsidiaries due to loss making.

The loss after tax from the continuing operation of approximately S\$2.1 million in 2017 was mainly due to (i) increase in other operating expenses; (ii) decrease in other operating income and (iii) decrease in administrative expenses.

The discontinued operations refer to subsidiaries, Vashion Group (H.K.) Ltd, PT. Louis Gianni, Sansim Cosmetics (H.K.) Ltd, FBT HK Limited and Vashion Assets Management Limited, were engaged in trading or wholesale of garments and cosmetics products or provision of consultancy services. These subsidiaries have either ceased operations or remained inactive since prior years. The loss from discontinued operations increased from approximately S\$326 thousand in FY2016 to approximately S\$451 thousand in FY2017 mainly due to increase in exchange loss result from foreign currency translation between intercompany balance. The income from discontinued operations solely benefit from the interest income (approximately S\$183 thousand) from fixed deposit in Indonesia. Administrative expenses from discontinued operations included rental and building management fee (S\$87 thousand); withholding tax of interest income in Indonesia (approximately S\$37 thousand); traveling expense (approximately S\$20, thousand); audit fee (approximately S\$8 thousand) and others approximately (S\$1 thousand).

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

FY2016 vs FY2015

The Group's revenue decreased by S\$0.4 million or 11.01% from S\$3.5 million in FY2015 to S\$3.1 million in FY2016. Revenue contributed from distribution of consumable material for electronic industry slightly decreased by 5.51% from S\$3.1 million in FY2015 to S\$2.95 million in FY2016. Revenue from switchgear design and assembly recorded S\$146,000 in FY2016 comparing to S\$357,000 in FY2015. The significant decline in switchgear design and assembly revenue was due to absence of big projects in FY2016. The gross profit margin of the Group decreased from 22.3% in FY2015 to 19.49% in FY2016 mainly due to decline in gross profit margin in distribution of consumable material from 21.66% in FY2015 to 17.77% in FY2016. Apart from this, the gross profit margin in switchgear design and assembly increased significantly from 27.87% in FY2015 to 54.23% in FY2016 result from decrease of direct material in FY2016. The gross profit of the Group dropped from S\$776,000 in FY2015 to S\$603,000 in FY2016.

In continuing operations, the Group's other operating income in FY2016 recorded about the same as FY2015 of around S\$337,000 and S\$336,000 respectively. The other operating income in FY2016 comprised mainly foreign exchange gain for approximately S\$221,000 arose from elimination of intercompany balance, agency fee income of S\$83,000, gain on disposal of plant and equipment for S\$13,000 and others. Agency fee income refer to the Group acting as an agent for collection and payment on behalf in relation to sales and purchases transaction of garment related materials between the buyer and the seller. Both buyer and seller are not related to any directors nor substantial shareholders of the Company.

The Group's selling and distribution expenses amounted to approximately S\$235,000 in FY2016. The Group's administrative expenses in continuing operations increased by 11.28% from S\$2.1 million in FY2015 to S\$2.3 million in FY2016. The increase was mainly due to (i) increase in director remuneration and fee of S\$341,000 and (ii) increase in professional fee of S\$56,000. Apart from these increment in administrative expenses, the Company also carried out a cost cut in FY2016 which result in decrease of rent and building management fee by S\$114,000 and travelling expenses by S\$35,000 comparing to FY2015. In Singapore site, the management had decided not to renew an office for switchgear design and assembly section by moving related staffs into headquarter office; in Hong Kong site, to rent a cheaper rate office for cost savings in FY2016.

According to the record in continuing operations, there was S\$53,000 other operating expenses recorded in FY2016 while compared to FY2015 of approximately S\$2,000. The other operating expenses in FY2016 was mainly due to the recording of (i) impairment of other receivables of S\$39,000; (ii) allowance for inventory obsolescence of S\$5,000 and (iii) fixed assets written off of S\$9,000 due to damage.

The discontinued operations registered a loss after tax attributable to equity holders of \$326,000, compared to a loss of S\$1.6 million in FY2015.

In terms of finance expenses, the substantial increase in finance expenses in FY2016 was due to interest expenses charged by Industrial Electronics (S) Pte Ltd in relation to loan agreement as well as short term borrowing in Hong Kong.

Overall, the loss in FY2016 was mainly due to increase in administrative expenses as well as increase in finance expenses as a result of interest charged on loan.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Financial Position

4. Provide selected data from the balance sheet of the relevant entity or, if it is the holding company or holding entity of a group, the group as at the end of:
 - (a) the most recent completed financial year for which audited financial statements have been published; or
 - (b) if interim financial statements have been published for any subsequent period, that period.
5. The data referred to in paragraph 4 of this Part shall include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and shall in addition include the following items:
 - (a) number of shares after any adjustment to reflect the sale of new securities;
 - (b) net assets or liabilities per share; and
 - (c) net assets or liabilities per share after any adjustment to reflect the sale of new securities.

The summary of the audited consolidated balance sheet of the Group as at 31 December 2016 and the unaudited consolidated balance sheet of the Group as at 31 December 2017 is set out below:

	Unaudited as at 31 December 2017 S\$'000	Audited as at 31 December 2016 S\$'000
ASSETS		
Non-current assets		
Plant and equipment	96	35
Membership rights	24	24
Trademark	–	1
Total non-current assets	120	60
Current assets		
Inventories	423	258
Trade receivables	1,076	1,100
Other receivables, deposits and prepayments	293	518
Fixed deposits	2,465	3,219
Cash and cash equivalents	1,026	1,248
Total current assets	5,283	6,343
TOTAL ASSETS	5,403	6,403

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

	Unaudited as at 31 December 2017 S\$'000	Audited as at 31 December 2016 S\$'000
EQUITY		
Share capital	33,715	33,503
Performance bonus share reserve	—	—
Translation reserve	(1,558)	(2,373)
Accumulated losses	(29,052)	(26,482)
Total equity	3,105	4,647
Current liabilities		
Trade payables	(129)	(211)
Other payables and accruals	(1,777)	(1,447)
Borrowings	—	(37)
Loan from director	(326)	—
Lease obligations	(2)	—
Income tax payable	(56)	(61)
Total current liabilities	(2,290)	(1,756)
Non-current liabilities		
Lease obligations	(8)	—
Total non-current liabilities	(8)	—
Total liabilities	(2,298)	(1,756)
TOTAL EQUITY AND LIABILITIES	5,403	6,403

Shareholders should note that the financial figures for FY2017 stated above have not been audited or reviewed by the Company's external auditor. There can be no assurance that if such financial statements had been audited or reviewed that there would be no change in the financial statements and that such changes would not be material. Potential investors should exercise caution when using such data to evaluate the Company's financial condition, results of operations and results.

The financial effects of the Rights cum Warrants Issue on the NAV per Share are as follows:

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Assuming the Maximum Subscription Scenario and that the Proposed Debt Conversion, the Share Consolidation, and the Rights cum Warrants Issue had been completed on 31 December 2016, the NAV per Share as at 31 December 2016, after adjusting for the issuance of the Rights Shares and Warrant Shares are as follows:

	NAV (S\$'000)	Number of Shares	NAV per Share (S\$ cent)
As at 31 December 2016	4,647	1,051,385,163	0.442
After the Proposed Debt Conversion	4,884	1,130,303,162	0.432
After the Proposed Debt Conversion and Share Consolidation	4,884	113,030,287	4.321
After the Proposed Debt Conversion, Share Consolidation and Rights cum Warrants Issue but before exercise of the Warrants	10,536	1,243,333,157	0.847
After the Proposed Debt Conversion, Share Consolidation and Rights cum Warrants Issue and after exercise of the Warrants	13,361	1,808,484,592	0.739

Under the Maximum Subscription Scenario, the NAV per Share will increase from 0.442 cents to 0.739 cents.

Assuming the Maximum Subscription Scenario and that the Rights cum Warrants Issue had been completed on 31 December 2017, the NAV per Share as at 31 December 2017, after adjusting for the issuance of the Rights Shares and Warrant Shares are as follows:

	NAV (S\$'000)	Number of Shares	NAV per Share (S\$ cent)
As at 31 December 2017	3,105	113,030,287	2.747
After the Rights cum Warrants Issue but before exercise of the Warrants	8,757	1,243,333,157	0.704
After the Rights cum Warrants Issue and after exercise of the Warrants	11,582	1,808,484,592	0.640

Under the Maximum Subscription Scenario, the NAV per Share will decrease from 2.747 cents to 0.640 cents.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Liquidity and Capital Resources

6. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of:
- (a) the most recent completed financial year for which financial statements have been published; and
 - (b) if interim financial statements have been published for any subsequent period, that period.

The audited consolidated cash flow statement for FY2016 is set out below:

	Unaudited FY2017 S\$'000	Audited FY2016 S\$'000
Net cash (used in) operating activities	(1,263)	(1,709)
Net cash generated from investing activities	824	245
Net cash from/(used in) by financing activities	299	1,214
Net decrease in cash and cash equivalents	(141)	(249)
Cash and cash equivalents at beginning of the financial year	1,248	1,499
Effects of changed in foreign exchange rates on cash and cash equivalents	(81)	(1)
Cash and cash equivalents at end of the financial year	1,026	1,248

Shareholders should note that the financial figures for FY2017 stated above have not been audited or reviewed by the Company's external auditor. There can be no assurance that if such financial statements had been audited or reviewed that there would be no change in the financial statements and that such changes would not be material. Potential investors should exercise caution when using such data to evaluate the Company's financial condition, results of operations and results.

FY2017

The Group has a negative cash flows before working capital changes of approximately S\$1.6 million as at 31 December 2017 mainly due to loss of approximately S\$2.6 million and adjusted by non-cash items of (i) unrealised exchange loss of approximately S\$1.1 million; (ii) depreciation of approximately S\$23 thousand; (iii) interest expenses of approximately S\$11 thousand and (iv) interest income of S\$183 thousand. Net cash used in operating activities of approximately S\$1.26 million was mainly due to (i) decrease in inventories of approximately S\$165 thousand; (ii) increase in trade receivables of approximately S\$250 thousand and (iii) increase in payables of approximately S\$247 thousand. Net cash of approximately S\$0.8 million was generated from investing activities as at 31 December 2017 mainly because of (i) decrease of approximately S\$0.72 million in fixed deposit with CIMB in Indonesia and (ii) interest received in fixed deposit in Indonesia (approximately S\$183 thousand). Net cash generated in financing activities of approximately S\$0.3 million as at 31 December 2017 was due to (i) interest free and unsecured loan of approximately S\$327 thousand from Executive Director; (ii) the repayment of borrowing of approximately S\$37 thousand and (iii) finance lease of printer \$S9 thousand.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

FY2016

The Group reported net cash used in operating activities of approximately S\$1.7 million, including S\$1.8 million of interest expense. The Group's net cash generated from investing activities of approximately S\$0.2 million was mainly due to interest received from fixed deposit in Indonesia. The net cash generated from financing activities of approximately S\$1.2 million was due to (i) net proceeds of S\$3.8 million from placement and rights issue carried out in February 2016 and December 2016 respectively; (ii) borrowing of short term loan from Hong Kong subsidiary of approximately S\$0.2 million which was guaranteed by Vashion Group Limited and (iii) the repayment of borrowing of S\$205,000 and (iv) repayment of conditional deposit from an investor of S\$2.6 million during the year.

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7. **Provide a statement by the directors or equivalent persons of the relevant entity as to whether, in their reasonable opinion, the working capital available to the relevant entity or, if it is the holding company or holding entity of a group, to the group, as at the date of lodgement of the offer information statement, is sufficient for present requirements and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided.**
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As at the date of lodgement of this Offer Information Statement, and barring unforeseen circumstances, the Directors are of the opinion that:

- (i) after taking into consideration the present bank facilities and the cash resources available to the Group (including *inter alia* fixed deposit of approximately S\$2.5 million and current account of approximately S\$0.7 million with CIMB Niaga which are free, unencumbered, available for payment of all operating expenses/liabilities/obligations of the Group and not earmarked for any specific investment or acquisition purpose as at the Latest Practicable Date), the working capital available to the Group is sufficient for its present requirements; and
- (ii) after taking into consideration the potential Net Proceeds and Exercise Proceeds from the Rights cum Warrants Issue, the cash resources available to the Group (including *inter alia* fixed deposit of approximately S\$2.5 million and current account of approximately S\$0.7 million with CIMB Niaga which are free, unencumbered, available for payment of all operating expenses/liabilities/obligations of the Group and not earmarked for any specific investment or acquisition purpose as at the Latest Practicable Date) and the present bank facilities, subject to market and economic conditions and barring unforeseen circumstances, the working capital available to the Group will be sufficient to meet its present requirements.
- (iii) after taking into consideration the Arbitration Orders against LWTL or in the event that Award is made against LWTL for the amounts claimed under the Arbitration Orders, the potential Net Proceeds and Exercise Proceeds from the Rights cum Warrants Issue, the cash resources available to the Group (including *inter alia* fixed deposit of approximately S\$2.5 million and current account of approximately S\$0.7 million with CIMB Niaga which are free, unencumbered, available for payment of all operating expenses/liabilities/obligations of the Group and not earmarked for any specific investment or acquisition purpose as at the Latest Practicable Date) and the present bank facilities, the Group will be able to continue operating as a going concern for the next 12 months.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

In connection with the Arbitration Orders against LWTL, the Board is of the opinion that, based on the legal advice obtained, the Arbitration Orders or in the event that Award is made against LWTL for the amounts claimed under the Arbitration Orders, such Award shall not have any material impact on the financial position and performance of the Company and the Group or the ability of the Group to continue as a going concern or in its ability to meet its obligations when due. The basis of such opinion are:-

- No corporate guarantee has been provided by the Company or any of its subsidiaries to the Lenders for and on behalf of the Borrower.
- LWTL and the Company are separate legal entities. The liability of the Company, being the sole shareholder of LWTL in the event of the winding-up of LWTL, will be capped to the amount of capital contributed. Based on the legal advice obtained, the Company cannot, *inter-alia* be held liable in law for the sums in the Award. Furthermore the Directors confirm that there are *inter-alia* no obligations or contractual or regulatory requirement for the Company or any of its other subsidiaries to fulfil or indemnify any obligations or owings of LWTL.
- Regardless of Award against LWTL, LWTL is not a significant subsidiary of the Group, the amount due to the Group has already been eliminated on the consolidation basis for its unaudited financial statements as announced recently.

As mentioned in paragraph 3 of Part IV (Key Information) of this Offer Information Statement, the Rights cum Warrants Issue will allow the Group to be less reliant on external sources of funding for general corporate activities including, but not limited to, the Proposed Business Diversification, new business developments, acquisitions, joint ventures and/or strategic alliances.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

8. If the relevant entity or any other entity in the group is in breach of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the relevant entity's financial position and results or business operations, or the investments by holders of securities in the relevant entity, provide:
- (a) a statement of that fact;
 - (b) details of the credit arrangement or bank loan;
 - (c) any action taken or to be taken by the relevant entity or other entity in the group, as the case may be, to rectify the situation (including the status of any restructuring negotiations or agreement, if applicable).

As at the Latest Practicable Date, the Directors are not aware of any breach by any entity in the Group of any of the terms and conditions or covenants associated with any credit arrangement or bank loan which could materially affect the Company's financial position and results or business operations, or the investments by holders of securities in the Company.

Trend Information and Profit Forecast or Profit Estimate

9. Discuss, for at least the current financial year, the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, as well as any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in the offer information statement to be not necessarily indicative of the future operating results or financial condition. If there are no such trends, uncertainties, demands, commitments or events, provide an appropriate statement to that effect.

Save as disclosed below and in this Offer Information Statement, the Company's annual reports, circulars and SGXNET announcements, the Directors are not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on net sales or revenues, profitability, liquidity or capital resources, or that would cause financial information disclosed in this Offer Information Statement to be not necessarily indicative of the future operating results or financial condition of the Group.

BUSINESS AND FINANCIAL PROSPECTS OF THE GROUP FOR THE CURRENT FINANCIAL YEAR

As disclosed in the Group's results announcement for FY2017, the principal supplier of the consumables distribution business unit has committed to cooperate with the Group to compete with more aggressive and competitive pricing strategy to improve and recover lost market share.

The Proposed Business Diversification into the New Business has been approved by shareholders at extraordinary general meeting held on 6 September 2017. In relation to this, the Group intends to commence the Luxury Goods Business with the trading of luxury watch, which primarily involves cash transactions, by March 2018. The Company has established the internal control policy and procedure for the Luxury Goods Business which shall be implemented and adhered to. The Group would be able to tap into the thriving luxury goods market in Hong Kong and Singapore where they are able to widen their source of revenue by extending these products to young individuals and professionals. Whilst Hong Kong and Singapore would be the main markets, the Group does not rule out possibilities of operating the Luxury Goods Business in other geographical areas as it deems fit.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The outlook of the distribution of consumables to electronic manufacturer business segments remains constant and stable in next twelve months based on the feedback from customers and business dealings with the four long term customers. However, the switchgear design and assembly division is facing increased competition that could materially reduce the revenue from this business segment.

The Group have undertaken certain cost reduction measures to improve the overall overheads in 2018. Going forward, the Group continue to remain competitive in distribution business on the prospects of the Group.

Although the Group's operations may face various challenges in the coming 12 months, the Group will continue to keep exploring any potential investment opportunities in order to expand and diversify the Group's business, and improve the Group's operating results in foreseeable future.

RISK FACTORS

To the best of the Directors' knowledge and belief, all the risk factors that are material to prospective investors in making an informed judgment on the Rights cum Warrants Issue are set out below. Prospective investors should carefully consider and evaluate each of the following risk factors and all other information contained in this Offer Information Statement before deciding on whether to invest in the Rights Shares, Warrants, Warrant Shares and/or Shares. The Group could be affected by a number of risks that may relate to the industries and countries in which the Group operates as well as those that may generally arise from, *inter alia*, economic, business, market and political factors, including the risks set out herein.

The risks described below are not intended to be exhaustive and are not presented in any particular order of importance. There may be additional risks not presently known to the Group or that the Group may currently deem immaterial, which could affect its operations. If any of the following considerations and uncertainties develops into actual events, the business, results of operations, financial condition and prospects of the Group could be materially and adversely affected. In any such case, the trading price of our Shares could decline and you may lose all or part of your investment in our Shares, the Rights Shares, the Warrants and/or Warrant Shares. Before deciding to invest in the Rights Shares, the Warrants and/or Warrant Shares, you should seek professional advice from your adviser(s) about your particular circumstances.

RISKS RELATING TO THE GROUP'S BUSINESS AND INDUSTRY

The Group may be materially and adversely affected by the general slowdown in the global economy

The general slowdown in the global economy and the difficult conditions of the global capital markets have resulted in a reduction of liquidity levels, a general decline in lending activity between financial institutions and in commercial lending markets and increased volatility and diminished expectations for the global economy and the markets in the near term. In view of the recent economic downturn, it is envisaged that the demand for the Company's products may be materially and adversely affected due to the decline in consumer and business confidence. Further, the Group may face difficulty in securing financing for its business activities.

The Group is exposed to the credit risks of its customers

The Group usually extends to its customers credit terms of between 30 to 270 days. Other credit terms are assessed and approved on a case-by-case basis. Cashflow problems encountered by customers may impair their ability to settle their trade debts due to the Group promptly. Economic and/or political pressures in the countries where the Group distributes its products to, may also have an adverse impact on the ability of the customers located in that country to obtain foreign exchange or credit facilities to pay the Group. This will have a negative impact on both the financial performance and financial position of the Group. Although the Group has in place various credit evaluation processes, credit policies and collection procedures, there can be no assurances on the

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

timeliness of payments by customers and the ability of its customers to fulfill their payment obligations. Delays and/or defaults in payment by customers will adversely affect the Group's operations and financial results.

The Group is dependent on existing customers

Besides acquiring new customers, the Group's performance is also dependent on its ability to retain existing customers. Delays, reductions and/or cancellations of orders by these customers will reduce the Group's turnover and adversely affect the Group's financial performance. If the Group's customers decide to buy directly from the Group's suppliers or the Group's suppliers solicit business from the Group's customers in the event the suppliers establish their own distribution networks in the markets the Group operates in, the Group's financial performance will be adversely affected. There is no guarantee that the Group's present existing customers will continue to do business with the Group, or that there will be no reduction in the orders received from them. In such events, the Group's financial results may be adversely affected.

There is no assurance that the Group's future plan to venture into the New Businesses will be successful

The Group intends to venture into the proposed New Businesses as part of its future plans. This will involve additional working capital requirements and expose the Group to unforeseen risks associated with entering into new markets. The Group may also incur losses due to a potential increase in the Group's operating costs to finance growth and expansion of the proposed New Businesses.

There is no assurance that such plans will be commercially successful or the actual outcome of the proposed New Businesses will match the Group's expectations. Should the Group fail to achieve its objectives in relation to the proposed New Businesses or that the Group's venture into the proposed New Businesses results in performance problems and/or any other unanticipated events or circumstances, the Group's business, financial condition, results of operations and prospects may be materially and adversely affected.

The outcome of the Arbitration Orders is uncertain

On 17 January 2018, the Company announced that LWTL had received three (3) Arbitration Orders from the Shenzhen Arbitration Commission. The Arbitration Orders pertained to LWTL entering into guarantee agreements dated 14 January 2012, 20 November 2012 and 25 March 2013 with the Borrower, and the Lenders that in the event of default in payment by the Borrower, LWTL would be liable to make repayment to the Lenders. The Arbitration Orders include (a) a charge for repayment of RMB10,490,000 (principal amount of RMB5,500,000 and interest and related expenses of RMB4,990,000) to Mr Poon, (b) a charge for repayment of RMB12,370,500 (principal amount of RMB6,500,000 and interest and related expenses of RMB5,870,500) to Mr Poon, and (c) a charge for repayment of RMB2,152,200 (principal amount of RMB1,000,000 and interest and related expenses of RMB1,152,200) to Mr Fong.

The outcome of such proceedings could be uncertain and could result in settlements or outcomes which negatively impact our reputation and our financial condition and could also disrupt our business operations. In addition, any proceedings could expose us to substantial legal expenses and liabilities to third parties as well as significant time and attention of our management, diverting their attention from our business and operations. This could have a material adverse effect on our business, financial condition and results of operations. Please refer to the announcement of Arbitration Orders as set out in paragraph 9(c) of Part IV (Key Information) of this Offer Information Statement for further details.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

RISK RELATING TO THE PROPOSED BUSINESS DIVERSIFICATION

The Group has no prior track record and operating history in the New Businesses

The Group does not have a prior track record in carrying out or the implementation of the New Businesses. Hence, there is no assurance that the Group's foray into the New Businesses will be commercially successful and that the Group will be able to derive sufficient revenue to offset the capital and start-up costs as well as operating costs arising from the New Businesses. The New Businesses may require high capital commitments and may expose the Group to unforeseen liabilities or risks associated with its entry into new markets or new businesses.

The Group's future plans with regard to the New Businesses may not be profitable, may not achieve profitability that justify the investments made and may take a long period of time before the Group can realise any return. Further, such future plans and new initiatives could result in potentially dilutive issuances of equity securities, the incurrence of capital commitments, debts and contingent liabilities as well as increased operating expenses, all of which may materially and adversely affect the financial performance of the Group.

The New Businesses also involves business risks including the financial costs of setting up new operations, capital investment and maintaining working capital requirements. If the Group does not derive sufficient revenue from or does not manage the costs of the New Businesses effectively, the overall financial position and profitability of the Group may be adversely affected.

The Group may not have the ability or sufficient expertise to execute the Proposed Business Diversification

The Group's ability to successfully diversify into the New Businesses is dependent upon its ability to adapt its existing knowledge and expertise and to understand and navigate the New Businesses. There is no assurance that the Group will be able to hire and subsequently retain employees with the relevant experience and knowledge as the Group may have to depend on the expertise of certain individuals to provide guidance and/or its investment partners to undertake the projects coming within the New Businesses. The Group may also appoint third party professionals and/or foster partnerships with various third parties to assist in undertaking the New Businesses more effectively and efficiently. However, there is no assurance that these third parties will be able to deliver and/or that these partnerships will be successful. Accordingly, the Group may not be able to successfully implement the New Businesses and this may adversely affect the Group's financial performance and profitability.

The Group is subject to various government regulations in the New Businesses

The New Businesses is exposed to the risks posed by current and potential future regulations and legislation that apply to the country or industry in which the Group operates and the countries or industries its clients operate. The New Businesses may require certain statutory and regulatory licences, permits, consents and approvals to operate. These licences, permits, consents and approvals may be granted for fixed periods of time and may need to be renewed after expiry from time to time. The Group may not be able to apply for and obtain the relevant licences, permits, consents and approvals or assurances that the relevant authorities will issue any such licences, permits, consents and approvals in time or at all. Failure by the Group to renew, maintain or obtain the required licences, permits, consents or approvals, or cancellation, suspension or revocation of any of its licences, permits, consents or approvals may result in the Group being unable to undertake the relevant segment of the New Businesses and/or in the interruption of its operations and may have a material adverse effect on its businesses. The Group must also comply with the applicable laws and regulations in the New Businesses, failing which the Group may be subject to penalties, have its licences or approvals revoked, or lose its right to own or manage its properties which may have a material and adverse impact on the Group's business, financial condition, results of operations and prospects. Further, any changes in applicable laws and regulations could result in higher compliance costs and adversely affect the operations of the Group and the financial performance of the Group.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Risks relating to the Financing Business

The Group may not be able to effectively manage the credit risk and the quality of the loans portfolio under the Financing Business

As a licensed lender, the Group may face the risk of impairment loss in view of non-performing loans and contingent liabilities including credit commitments, credit support and financial guarantees issued. In order to effectively manage the risk of non-performing loans, the Group intends to implement credit risk management measures to assess the creditworthiness of borrowers (including inter alia, establishment of approval policy and credit risk committee). There is no assurance that the credit risk management measures to be established by the Company will result in effective credit risk management. Failure of the Group's credit risk management measures may result in an increase in the level of non-performing loans and thus, adversely affect the quality of loans portfolio. In addition, the quality of the Group's loans portfolio may also deteriorate due to other external factors, such as decline in property and stock market prices, weak business environment and other general economic factors.

The Financing Business is dependent on Hong Kong as its only market

The Financing Business will operate solely in Hong Kong and as at the Latest Practicable Date, the Company has no plan to expand the Financing Business outside of Hong Kong. As a result, the Financing Business is entirely dependent on the business environment, macroeconomic, political and industry factors of Hong Kong. Such undiversified country risk may adversely and materially affect the financial performance of the Financing Business. A slowdown in the Hong Kong economy and any changes in laws, regulations and policies may have a direct adverse impact on the Financing Business.

The Hong Kong financial services industry is highly competitive and the Group may not be able to keep up with the competition

The Hong Kong financial services industry is highly competitive. Many competitors in the financial services industry may have greater financial and marketing resources than the Group. An increase in competition and the Group's failure to keep up with the intense competition may have a material and adverse effect on the financial condition and results of the Financing Business.

The Group may not have adequate financing for its Financing Business and may require additional funding for its future growth

The Financing Business is capital-intensive in nature and the Group may require a substantial amount of capital for operations and for future expansion. As the Group establishes and grows its Financing Business, its working capital requirements may increase. To the extent that the proceeds from the Proposed Rights cum Warrants Issue and funds generated from operations have been exhausted, the Group may have to raise additional funds to meet new financial requirements. These additional funds may be raised by way of a placement or by further rights offering (which would be subject to Shareholders' approval if necessary) or by way of borrowings. In the event that new Shares are issued, Shareholders who are unable or unwilling to participate in such fund-raising will suffer a dilution in his investment. Further, if the Group fails to utilise the new equity to generate a commensurate increase in earnings, the Group's earnings per Share will be diluted, and this could lead to a decline in the Share price. Any additional debt financing may, apart from increasing interest expense and gearing, contain restrictive covenants with respect to dividends, future fund raising exercises and other financial and operational matters. If the Group is unable to procure the additional funding that may be required, its growth or financial performance will be adversely affected.

The Group's risk management systems and policies may not be effective in mitigating the Group's risk exposure, and the Group may be exposed to unidentified or unanticipated risks, which may materially and adversely affect its results of operations and financial condition

The Group's risk management systems, policies and other risk management techniques may not be effective in mitigating the Group's risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Any failure of the Group's risk

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

management procedures or any failure to identify any applicable risks may have a material adverse effect on the Group's results of operations and financial condition.

The value of the security provided by borrowers may not be sufficient to pay off loans

The loans advanced to corporate and individual borrowers may, from time to time, be secured by a mortgage, charge or lien on the assets provided by borrowers. The value of such security may be adversely affected by conditions such as damage, loss, devaluation or over-supply of the underlying assets. If the value of the asset or the residual value of the mortgaged assets declines, the safety margin of the loan will be reduced and the Group risks not being able to recover the full amount of their loans in the event of default. If the full amount of loans is not recoverable, the Group's financial condition and results of operations may be materially and adversely affected.

Changes in market interest rates may adversely affect demand for the Group's services and its results of operations and financial condition may be materially and adversely affected

The Group intends to closely monitor its pricing to stay responsive to changing market interest rates. However, increases in market interest rates, or the perception that an increase may occur, could adversely affect the Group's ability to originate new finance receivables and the ability of the Financing Business to grow.

The Group may be subject to claims arising from disputes over the interpretation or enforceability of loan or investment documentation and the Group may not be able to successfully enforce its rights to the underlying contract

In respect of the Financing Business, the Group may enter into loan contracts or investment agreements with borrowers from time to time. In this regard, the Group will face risks of disputes over interpretation or enforceability of the documentation and may be subject to claims arising from disputes by borrowers or other counterparts. If the claims are successful, the Group may be required to compensate the claimant. Furthermore, even though the Group may from time to time take security over assets under its financing contracts, there is no absolute assurance that upon default under the terms of the contract, the Group would be entitled to the security in the event of a dispute. In the event of successful claims against the Group or if the Group is unable to bring an enforcement action on the security, the Group's financial condition and results of operations may be adversely affected.

There is no assurance that the Group will be able to obtain or renew the Money Lender License and other relevant permits or approvals necessary for the Financing Business

As mentioned earlier, the Financing Business may be done either via organically or acquisition of an existing licensed lender with a money lender license. In the event that the Financing Business is done organically, the Company will apply for the money lender license and it will be subject to annual renewal. In the event that the Financing Business is done via acquisition of an existing licensed lender, there will be a need to renew the money lender license annually. There is however no absolute assurance that the Company will be successful in its application or subsequent renewal for such money lender license and in obtaining or renewing any other relevant permits or approvals for its Financing Business. In the event that the Company fails to obtain or renew the necessary licence, permit or approval, the Group may be restricted in its scope and scale of the Financing Business and in such an event, the Group will not be able to fully capitalise on the opportunities available. In case of non-compliance with the Money Lenders Ordinance, the Company may be subject to penalty charges and breaches, which may constitute a criminal offence, and thereafter may lead to suspension or revocation of the money lender license, resulting in a termination of the Financing Business.

Risk relating to the Luxury Goods Businesses

The Luxury Goods Business will primarily involve cash transactions

The procurement process and sales process are primarily cash-based. As transactions are mainly cash-based and of high value in nature, all transactions would be probably settled with HKD1,000

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

notes, which are highly susceptible to forgery. Given the nature of the business, it would not be advisable to reject all HKD1,000 notes and request for HKD500 notes only. However, if the Company receives the counterfeit notes and unknowingly uses it for subsequent procurement, it is an offence to attempt to reuse any suspected counterfeit banknotes under Section 99 of the Crimes Ordinance. The Company will consider the hedging policy when necessary. There is a risk that cash might be misappropriated from the coffers. In addition, there is only a few staff involved in the process, this makes misappropriation easy to manipulate and hide.

As the transactions are mainly cash-based and high volume in nature and the cash changing hands on various occasions from the coffers/to the coffers, there is a risk of human error leading to missing cash during the process. There is a risk of procurement or sales transactions being erroneously recorded or overlooked. These errors or omissions will affect the completeness and accuracy of the cash books.

The Company might be implicated if cash from questionable sources might be used to purchase luxury watches from the Company. In addition, there are serious implications if the cash comes from a politically exposed person (“PEP”). PEP-specific compliance legislation addresses the link between government corruption, money laundering and terrorism financing.

The Luxury Goods Business is subject to regulatory requirements

The Luxury Goods Business is subject to several laws and regulations in both Hong Kong and Singapore, including but not limited to the Secondhand Goods Dealers Act (for Singapore).

In the event that there are any changes in applicable laws, regulations or policies governing the retailing and trading of new and pre-owned jewellery, watches and hand bags industries, the Company may be required to comply with further and/or stricter requirements, which may restrict or hamper business or operations of the Luxury Goods Business, or result in higher operating costs. In the event that the Company is unable to pass on any increased operating costs to its customers, it will have to absorb these cost increments. The occurrence of any of these events may materially and adversely affect business, financial performance and results of operations of the Luxury Goods Business.

The Luxury Goods Business may also require regulatory licences and/or exemptions (“Licences”) to operate the outlets. Certain Licences may be granted for fixed periods of time and need to be renewed from time to time. Any failure to renew, maintain or obtain Licences, or any cancellation, suspension or revocation of any Licence may result in the interruption of operations and/or materially and adversely affect business, financial performance and results of operations.

The Luxury Goods Business may require significant capital outlay

The Luxury Goods Business require significant capital outlay for, *inter alia*, the purchase of inventory for retail and trading business, and rental payments for network of retail outlets in Hong Kong and Singapore. To finance its capital requirements, the Company may rely on bank facilities, cash generated from our operations, and advances from our Shareholders. In the event that the Company is unable to obtain requisite financing on terms that are acceptable to it, or at all, it may have to, *inter alia*, reduce the inventory for the retail and trading business, and/or delay expansion of network of outlets. This may materially and adversely affect our business, prospects, financial performance and results of operations.

The Luxury Goods Business faces intense competition

The retail and trading of new and pre-owned jewellery, watches and hand bags industry, is highly competitive. It faces competition from local pawnshops and retail chains and retail outlets dealing in new and pre-owned jewellery, watches and hand bags. In order to maintain competitiveness in these industries, the Company may have to offer more competitive rates or prices. If we need to lower rates or prices despite high operating costs, the Company’s profit margins may be materially and adversely affected. In the event that the Company is not able to compete successfully against

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

its competitors or adapt to market conditions, its business and financial performance may be materially and adversely affected.

The Luxury Goods Business may be affected by macroeconomic factors and other factors

The Luxury Goods Business may be affected by adverse macroeconomic conditions, such as general economic conditions, market sentiment and consumer confidence, particularly in Hong Kong and Singapore. Various factors may influence these macroeconomic conditions, including without limitation, unemployment rates and real disposable income, inflation, recession, stock market sentiment, the interest rate environment and the availability of consumer credit and regulatory (including fiscal and other governmental policies), social or political changes, all of which are beyond the Company's control.

The Company's business and operations may also be materially and adversely affected by unforeseeable circumstances and other factors such as (i) power outages, labour disputes, severe weather conditions and natural or other catastrophes, which may disrupt the Company's operations and cause loss and damage to its outlets; (ii) outbreaks of infectious diseases in Hong Kong or Singapore or the region, which may affect personnel and consumer sentiment; and (iii) terrorist attacks or other acts of violence, which may materially and adversely affect the global financial markets and business confidence. If any of these events occur, the Company's business, operations and financial performance may be materially and adversely affected.

RISK RELATING TO THE SHARES

Investments in shares quoted on Catalist involve a higher degree of risk and can be less liquid than shares quoted on the Mainboard of the SGX-ST

Catalist is a listing platform designed primarily for fast-growing and emerging or smaller companies, to which a higher investment risk tends to be attached, as compared to larger or more established companies listed on the Mainboard of the SGX-ST. An investment in shares quoted on Catalist may carry a higher risk than an investment in shares quoted on the Mainboard of the SGX-ST and the future success and liquidity in the market of the Shares cannot be guaranteed.

The Company's Share price may be volatile

The market price for the Shares may be highly volatile and can fluctuate significantly and rapidly in response to, *inter alia*, the following factors, some of which are beyond the Company's control, namely (i) variations in the Group's operating results, (ii) changes in securities analysts' recommendations, perceptions or estimates of the Group's financial performance, (iii) success or failure of the Company's management team in implementing business and growth strategies, (iv) gain or loss of an important business relationship, (v) additions or departures of key personnel, (vi) fluctuations in stock market prices and volume, (vii) involvement in litigation and (viii) general economic, stock and credit market conditions.

In the event a Shareholder is unable or unwilling to participate in certain additional fund-raising exercises, he may suffer potential dilution in his investment

The Group's working capital requirements, financing plans and capital expenditure needs may vary from those presently expected. If the Group does not meet its goals with respect to revenues, or if costs are higher than anticipated or if there are changes to its current financing plans, substantial additional funds may be required. To the extent that funds generated from operations have been exhausted, the Group may have to raise additional funds to meet new financial requirements. These additional funds may be raised by way of a placement or by further rights offering (which would be subjected to Shareholders' approval if necessary) or through the issuance of new Shares. In all such events, if any Shareholder is unable or unwilling to participate in such fund raising, such Shareholder may suffer a dilution in his investment.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

An active trading market in the “nil-paid” rights may not develop

There is no certainty that an active trading market for the “nil-paid” Rights on the SGX-ST Catalist will develop during the trading period for such nil-paid entitlements. Even if an active market develops, the trading price for the “nil-paid” Rights, which depends on the trading price of the shares, may be volatile.

Liquidity of the Shares

Active and liquid trading for securities generally result in lower volatilities in price and more efficient execution of buy and sell orders for investors. Generally, the liquidity of the market for a particular share is dependent on, amongst others, the size of the free float, the price of each board lot, institutional interests, and the business prospects of the Group as well as the prevailing market sentiment. There is no assurance that the liquidity of the Shares or the volume of the Shares as traded on the SGX-ST Catalist may not change or decline after the Rights cum Warrants Issue.

Shareholders need to act promptly and follow proper procedures, otherwise their acceptance and/or excess application and payment may be rejected and their provisional allotments of Rights Shares may expire without value and without any compensation

Shareholders who wish to accept the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants under the Rights cum Warrants Issue must act promptly to ensure that all required forms, letters and payments are received by the relevant agents prior to the respective expiration dates and times. Failure to complete and sign the required acceptance forms or letters, the sending of an incorrect payment amount, or otherwise failure to follow the procedures that apply to a Shareholder's desired transaction may lead to rejection of all or part of the Shareholder's acceptance and/or excess application and payment, and their provisional allotments of Rights Shares with Warrants will expire without value and without any compensation. The Company, the Share Registrar and CDP do not undertake to contact the Shareholder concerning, or attempt to correct, an incomplete or incorrect acceptance form, letter or payment. The Company has sole discretion to determine whether an acceptance and/or excess application and payment follows the proper procedures. Shareholders who hold Shares through a securities sub-account, brokerage account or other similar custodial account with a Depository Agent, broker, custodian or nominee other than CDP are urged to consult their Depository Agent, broker, custodian or nominee without delay regarding the proper procedures that they need to follow. The Shares may not be traded regularly. There is no assurance that there will be an active trading market for the Shares subsequent to the Rights cum Warrants Issue and even if there is, there is no assurance that an active trading market for the Shares will be sustained.

The Group's Shares may not be actively traded

Active and liquid trading of securities generally result in lower volatilities in share prices. The liquidity of the market for a particular share is dependent on, amongst others, the size of the free float, the price of each board lot, presence of institutional interests, and the business prospects of the company as well as the prevailing market sentiment. There is no assurance that the liquidity of the Group's Shares or the volume of Shares traded on the SGX-ST may not fluctuate following the Rights cum Warrants Issue.

Dilution of interest for Shareholders

Foreign Shareholders and Entitled Shareholders who do not accept their entitlements of the Rights Shares with Warrants will have their shareholdings in the Company diluted after the completion of the Rights cum Warrants Issue due to the issue of new Shares. As at the Latest Practicable Date, the Company has no outstanding convertible securities.

Future sale of Shares could adversely affect the share price

Any future sale or availability of Shares can have a downward pressure on the share price. The sale of a significant amount of Shares in the public market, or the perception that such sales may

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

occur, could materially affect the market price of the Shares. These factors will also affect the Company's ability to sell additional equity securities. There will be no restrictions on the ability of the substantial shareholders to sell their Shares either on the SGX-ST or otherwise.

Fluctuations in price and trading volume

The demand for the Shares and its accompanying price fluctuations as well as trading volume may vary from that of the Warrants.

RISK RELATING TO THE WARRANTS

Warrants may expire worthless

The Warrants issued pursuant to the Rights cum Warrants Issue have an Exercise Period. In the event that the Warrants are not exercised by the end of the Exercise Period, the Warrants will expire worthless.

Potential dilution in the event that the Warrants are not exercised

In the event that an Entitled Shareholder does not take up his entitlements to the Rights Shares with Warrants or does not exercise any Warrants taken up under the Rights cum Warrants Issue while the other Warrants issued under the Rights cum Warrants Issue are exercised, such Entitled Shareholder's interest in the Company may be diluted or varied.

There may be further issues of Shares

Subject to the terms and conditions of the Warrants as set out in the Deed Poll, the Company may issue Shares for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit, but the Warrantholders shall not have any participating rights in such further issues unless otherwise resolved by the Company in a general meeting.

The listing of Warrants is subject to a sufficient spread of holdings

In the event that permission is not granted by the SGX-ST for the listing of and quotation for the Warrants due to an insufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants, the Company shall nevertheless proceed and complete the Rights cum Warrants Issue. Accordingly, the Warrantholders will not be able to trade their Warrants on Catalist.

Fluctuations in price and trading volume

The demand for the Warrants and its accompanying price fluctuations as well as trading volume may vary from that of the Shares.

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- 10. Where a profit forecast is disclosed, state the extent to which projected sales or revenues are based on secured contracts or orders, and the reasons for expecting to achieve the projected sales or revenues and profit, and discuss the impact of any likely change in business and operating conditions on the forecast.**
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Not applicable. No profit forecast is disclosed in this Offer Information Statement.

- 11. Where a profit forecast or profit estimate is disclosed, state all principal assumptions, if any, upon which the directors or equivalent persons of the relevant entity have based their profit forecast or profit estimate, as the case may be.**
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Not applicable. No profit forecast or profit estimate is disclosed in this Offer Information Statement.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

12. Where a profit forecast is disclosed, include a statement by an auditor of the relevant entity as to whether the profit forecast is properly prepared on the basis of the assumptions referred to in paragraph 11 of this Part, is consistent with the accounting policies adopted by the relevant entity, and is presented in accordance with the accounting standards adopted by the relevant entity in the preparation of its financial statements.

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

13. Where the profit forecast disclosed is in respect of a period ending on a date not later than the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:
- (a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, that the profit forecast has been stated by the directors or equivalent persons of the relevant entity after due and careful enquiry and consideration; or
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

14. Where the profit forecast disclosed is in respect of a period ending on a date after the end of the current financial year of the relevant entity, provide in addition to the statement referred to in paragraph 12 of this Part:
- (a) a statement by the issue manager to the offer, or any other person whose profession or reputation gives authority to the statement made by him, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast; or
 - (b) a statement by an auditor of the relevant entity, prepared on the basis of his examination of the evidence supporting the assumptions referred to in paragraph 11 of this Part and in accordance with the Singapore Standards on Auditing or such other auditing standards as may be approved in any particular case by the Authority, to the effect that no matter has come to his attention which gives him reason to believe that the assumptions do not provide reasonable grounds for the profit forecast.

Not applicable. No profit forecast is disclosed in this Offer Information Statement.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Significant Changes

15. Disclose any event that has occurred from the end of:

- (a) the most recent completed financial year for which financial statements have been published; or**
- (b) if interim financial statements have been published for any subsequent period, that period,**

to the latest practicable date which may have a material effect on the financial position and results of the relevant entity or, if it is the holding company or holding entity of a group, the group, or, if there is no such event, provide an appropriate negative statement.

Save as disclosed in this Offer Information Statement and the Company's annual reports, circulars and SGXNET announcements, the Directors are not aware of any event which has occurred since 31 December 2017 up to the Latest Practicable Date which has not been publicly announced and which may have a material effect on the financial position and results of the Group.

16. In this Part, "published" includes publication in a prospectus, in an annual report or on the SGXNET.

Noted.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART VI OFFER AND LISTING

Offer and Listing Details

1. **Indicate the price at which the securities are being offered and the amount of any expense specifically charged to the subscriber or purchaser. If it is not possible to state the offer price at the date of lodgement of the offer information statement, the method by which the offer price is to be determined must be explained.**
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The Issue Price is S\$0.005 for each Rights Share with Warrants, payable in full on acceptance and/or application.

One (1) Warrant will be issued free with every two (2) Rights Shares successfully subscribed for. The Exercise Price is S\$0.005 for each Warrant, payable in full upon the exercise of the Warrant (subject to any adjustment under certain circumstances as set out in the Deed Poll).

The expenses incurred in connection with the Rights cum Warrants Issue will not be specifically charged to subscribers or purchasers of the Rights Shares with Warrants. The expenses associated with the Rights cum Warrants Issue will be deducted from the gross proceeds received by the Company from the Rights cum Warrants Issue.

An administrative fee will be charged by the Participating Bank for each Electronic Application. Such administrative fee shall be borne by the subscribers of the Rights Shares with Warrants.

2. **If there is no established market for the securities being offered, provide information regarding the manner of determining the offer price, the exercise price or conversion price, if any, including the person who establishes the price or is responsible for the determination of the price, the various factors considered in such determination and the parameters or elements used as a basis for determining the price.**
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Not applicable in respect of the Rights Shares and Warrant Shares. The Shares are, and the Rights Shares Warrants Shares will be, traded on the Catalist.

In respect of the Warrants, there is no established market. The Exercise Price of S\$0.005 for each Warrant Share was determined by the Company after taking into consideration, *inter alia*, the market price of the Shares and the Exercise Price of the Warrants. The Exercise Price represents:

- (a) a discount of approximately 75.0% from S\$0.02 per Share, being the closing price of S\$0.002 per Share on 24 May 2017, which is the last trading day prior to the date of announcement of the Rights cum Warrants Issue, adjusted for the Share Consolidation;
- (b) a discount of approximately 21.4% from the theoretical ex-rights price of approximately S\$0.0064 per Share, based on the closing price of S\$0.002 per Share on 24 May 2017, which is the last trading day prior to the date of announcement of the Rights cum Warrants Issue, adjusted for the Share Consolidation; and
- (c) a discount of approximately 73.7% from S\$0.019 per Share, being the closing price as at 7 February 2018, being the Latest Practicable Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

3. If:

- (a) any of the relevant entity's shareholders or equity interest-holders have pre-emptive rights to subscribe for or purchase the securities being offered; and
- (b) the exercise of the rights by the shareholder or equity interest-holder is restricted, withdrawn or waived,

indicate the reasons for such restriction, withdrawal or waiver, the beneficiary of such restriction, withdrawal or waiver, if any, and the basis for the offer price.

None of the Shareholders have pre-emptive rights to subscribe for the Rights Shares, Warrants or Warrant Shares.

As there may be prohibitions or restrictions against the offering of Rights Shares with Warrants in certain jurisdictions outside Singapore, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue subject to and upon terms and conditions set out in this Offer Information Statement. Please refer to the section titled "**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**" of this Offer Information Statement for further information.

4. If securities of the same class as those securities being offered are listed for quotation on any securities exchange:

- (a) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:
 - (i) for each of the 12 calendar months immediately preceding the calendar month in which the latest practicable date falls; and
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date; or
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No securities of the same class as the Warrants are listed for quotation on any securities exchange. However, the Rights Shares and the Warrants Shares are of the same class as the Shares and the Shares are listed for quotation on the Catalist of the SGX-ST.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The price range and volume of the Shares traded on the SGX-ST for each of the last 12 calendar months immediately preceding the calendar month in which the Latest Practicable Date falls and for the period from 1 February 2018 to the Latest Practicable Date are as follows:

Month	Price Range		Volume ('000)
	High (S\$)	Low (S\$)	
February 2017	0.005	0.002	97,102
March 2017	0.005	0.003	162,583
April 2017	0.005	0.003	16,391
May 2017	0.004	0.002	74,335
June 2017	0.002	0.001	47,071
July 2017	0.003	0.001	41,564
August 2017	0.002	0.001	4,529
September 2017	0.014	0.001	30,705 ⁽¹⁾
October 2017	0.011	0.007	3,023
November 2017	0.029	0.009	27,006
December 2017	0.038	0.018	83,090
January 2018	0.036	0.025	67,574
1 February 2018 to the Latest Practicable Date	0.026	0.013	11,247

Source: Bloomberg L.P.⁽²⁾

Notes:

- (1) The Share Consolidation has been completed and effective as at 20 September 2017.
- (2) Bloomberg L.P. has not consented for the purposes of Sections 249 and 277 of the SFA to the inclusion of the information above which is publicly available, and is thereby not liable for these statements under Section 253 and Section 254 of the SFA. The Company has included the above information in its proper form and context and has not verified the accuracy of the content of these statements. The Company is not aware of any disclaimers made by Bloomberg L.P. in relation to these quotes.

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- (b) in a case where the first-mentioned securities have been listed for quotation on the securities exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities:
- (i) for each calendar month immediately preceding the calendar month in which the latest practicable date falls; and
 - (ii) for the period from the beginning of the calendar month in which the latest practicable date falls to the latest practicable date;
-

Not applicable. The Shares have been listed and quoted on the SGX-ST for more than 12 months immediately preceding the Latest Practicable Date.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (c) **disclose any significant trading suspension that has occurred on the securities exchange during the three (3) years immediately preceding the latest practicable date or, if the securities have been listed for quotation for less than three (3) years, during the period from the date on which the securities were first listed to the latest practicable date; and**
-

The Company had requested for a trading halt on 14 June 2012 at 8:55 a.m. pending release of the notice of annual general meeting for FY2011 and despatch of the annual report for FY2011. Subsequently, the Company had on 18 June 2012 at 5:55 p.m. requested for suspension with effect from 19 June 2012 at 8:55 a.m. The announcement on 18 June 2012 stated that the signed audited financial statements was only received by CNP on the same date and that CNP needed time to review the independent auditors report, statement of directors and the 2011 financial statements with possible follow-on questions. As such, the Company applied to the SGX-ST for a further extension to hold annual general meeting for FY2011.

As announced on 26 February 2015, the Company had submitted a resumption proposal to the SGX-ST. On 13 November 2015, the Company announced that it has received a letter from SGX-ST on the same day in connection with the Company's application for resumption of trading in the Company's Shares, stating that SGX-ST have no further comments on the Company's resumption proposal subject to *inter alia*, various disclosure, as well as submission of undertakings stated in the announcement dated 13 November 2015. On 23 November 2015, the Company requested for the resumption of trading with effect from 9.00 a.m. on 24 November 2015 and has received no objections from SGX-ST in relation to its application for the resumption of trading. The Company resumed trading on 24 November 2015.

Save as disclosed above and save for the temporary trading halts to cater for the release of announcements by the Company on the website of the SGX-ST at <http://www.sgx.com> in accordance with the requirements of the Catalist Rules, there has not been any other significant trading suspension of the Shares that has occurred on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.

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- (d) **disclose information on any lack of liquidity, if the securities are not regularly traded on the securities exchange.**
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Please refer to paragraph (a) above for the volume of Shares traded during each of the last 12 calendar months immediately preceding the calendar month in which the Latest Practicable Date falls and for the period from 1 February 2018 to the Latest Practicable Date. Based on the information set out therein, the Company is of the view that the Shares were traded regularly on the SGX-ST.

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5. **Where the securities being offered are not identical to the securities already issued by the relevant entity, provide:**

- (a) **a statement of the rights, preferences and restrictions attached to the securities being offered; and**
- (b) **an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities, to rank in priority to or *pari passu* with the securities being offered.**
-

Not applicable. The Rights Shares with Warrants and Warrant Shares, when allotted and issued, will rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares with Warrants or Warrant Shares (as the case may be).

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The Rights Shares with Warrants and Warrant Shares are to be issued pursuant to the specific approval obtained from Shareholders at extraordinary general meeting of the Company held on 6 September 2017.

The Company has no existing warrants in issue and the Warrants to be issued under the Rights cum Warrants Issue are not identical to any securities already issued by the Company. Please refer to Part X (Additional Information Required For Offer Of Securities By Way Of Rights cum Warrants Issue) of this Offer Information Statement for information on the rights, preferences and restrictions attached to the Warrants.

Plan of Distribution

6. **Indicate the amount, and outline briefly the plan of distribution, of the securities that are to be offered otherwise than through underwriters. If the securities are to be offered through the selling efforts of any broker or dealer, describe the plan of distribution and the terms of any agreement or understanding with such entities. If known, identify each broker or dealer that will participate in the offer and state the amount to be offered through each broker or dealer.**

Number of Rights Shares with Warrants

Up to 1,130,302,870 Rights Shares with up to 565,151,435 Warrants to be issued, based on the Existing Share Capital.

Basis of provisional allotment

The Rights cum Warrants Issue is made on a renounceable non-underwritten basis to Entitled Shareholders, on the basis of ten (10) Rights Shares for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, and one (1) Warrant for every two (2) Rights Shares subscribed, fractional entitlements to be disregarded.

For the avoidance of doubt, the Warrants will be issued free with the Rights Shares on the basis of one (1) Warrant for every two (2) Rights Shares successfully subscribed for.

The Rights Shares and Warrant Shares, when allotted and issued, will rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares and Warrant Shares respectively.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Shareholders' entitlements and will, together with the provisional allotments which are not taken up or allotted for any reason, be aggregated and used to satisfy excess applications (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day to day affairs of the Company or the terms of the Rights cum Warrants Issue or have representation (direct or indirect through a nominee) on the Board will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants.

For the avoidance of doubt, only Entitled Shareholders (not the renounees of the Entitled Shareholders or purchasers of the provisional allotments) shall be entitled to apply for Excess Rights Shares with Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Issue Price

S\$0.005 for each Rights Share with Warrants, payable in full on acceptance of the provisional allotments for the Rights Shares with Warrants and/or application for the Excess Rights Shares with Warrants.

Entitled Shareholders

Entitled Shareholders will be at liberty to accept, decline, renounce (in full or in part) or in the case of Entitled Depositors only, trade on the Catalist of SGX-ST (during the provisional allotment trading period prescribed by the SGX-ST) their provisional allotments of the Rights Shares with Warrants and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue. Entitled Depositors who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants may only do so through CDP or by way of an Electronic Application (as may be applicable).

The Rights cum Warrants Issue will not be underwritten and will not be offered through any broker or dealer. The Directors believe that barring unforeseen circumstances and after taking into account the net tangible asset per Share of the Group after the Debt Conversion and Share Consolidation of 4.30 Singapore cents and requirements for the Group's operations, the Issue Price (which represents a discount of approximately (i) 75.0% from S\$0.02 per Share, being the closing price of S\$0.002 per Share on 24 May 2017, being the last trading day prior to the announcement of the Proposed Rights cum Warrants Issue and after adjusting for the Share Consolidation; and (ii) 21.4% from the theoretical ex-rights price of approximately S\$0.0064 per Share, based on the closing price of S\$0.002 per Share on 24 May 2017 and after adjusting for the Share Consolidation) is reasonably priced to encourage or facilitate subscriptions for the Rights Shares with Warrants and participation by Shareholders. Likewise, the Rights cum Warrants Issue will not be underwritten for the above reasons and the cost that may be incurred in the event of underwriting as well as the time that may be taken for the completion of the Rights cum Warrants Issue.

Foreign Shareholders

As there may be prohibitions or restrictions against the offering of Rights Shares with Warrants in certain jurisdictions outside Singapore, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the section titled "**Eligibility of Shareholders to Participate in the Rights Issue**" of this Offer Information Statement for further details.

Terms and Conditions

The allotment and issue of the Rights Shares with Warrants pursuant to the Rights cum Warrants Issue is governed by the terms and conditions as set out in this Offer Information Statement (including Appendices I to IV), the PAL, the ARE and the ARS.

The Rights Shares with Warrants are not offered the selling efforts of any broker or dealer.

7. Provide a summary of the features of the underwriting relationship together with the amount of securities being underwritten by each underwriter.

Not applicable. The Rights cum Warrants Issue is not underwritten.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

PART VII ADDITIONAL INFORMATION

Statements by Experts

1. Where a statement or report attributed to a person as an expert is included in the offer information statement, provide such person's name, address and qualifications.

Not applicable. No statement or report attributed to a person as an expert is included in this Offer Information Statement.

2. Where the offer information statement contains any statement (including what purports to be a copy of, or extract from, a report, memorandum or valuation) made by an expert:
- (a) state the date on which the statement was made;
 - (b) state whether or not it was prepared by the expert for the purpose of incorporation in the offer information statement; and
 - (c) include a statement that the expert has given, and has not withdrawn, his written consent to the issue of the offer information statement with the inclusion of the statement in the form and context in which it is included in the offer information statement.

Not applicable. No statement or report made by an expert is included in this Offer Information Statement.

3. The information referred to in paragraphs 1 and 2 of this Part need not be provided in the offer information statement if the statement attributed to the expert is a statement to which the exemption under regulation 26(2) or (3) applies.

Not applicable. No statement or report attributed to a person as an expert or made by an expert is included in this Offer Information Statement.

Consents from Issue Managers and Underwriters

4. Where a person is named in the offer information statement as the issue manager or underwriter (but not a sub-underwriter) to the offer, include a statement that the person has given, and has not withdrawn, his written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.

The Manager has given and has not, before the lodgement of this Offer Information Statement, withdrawn its written consent to being named in this Offer Information Statement as the Manager of the Rights cum Warrants Issue.

No underwriter has been appointed in relation to the Rights cum Warrants Issue.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Other Matters

5. Include particulars of any other matters not disclosed under any other paragraph of this Schedule which could materially affect, directly or indirectly:
- (a) the relevant entity's business, operations or financial position or results; or
 - (b) investments by holders of securities in the relevant entity.

Save as disclosed in this Offer Information Statement and the Company's annual reports, circulars and SGXNET announcements, the Directors are not aware of any event which has not been publicly announced and which may materially affect, directly or indirectly (a) the Group's business, operations or financial position or results; or (b) investments by holders of securities in the Group.

**PART VIII
ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES
OR UNITS OF DEBENTURES**

Not applicable.

**PART IX
ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES**

Not applicable.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

**PART X
ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES
BY WAY OF RIGHTS CUM WARRANTS ISSUE**

1. Provide –

(a) the particulars of the Rights cum Warrants Issue;

Principal terms of the Rights Shares

Number of Rights Shares : Up to 1,130,302,870 Rights Shares with up to 565,151,435 Warrants to be issued, based on the Existing Share Capital.

Basis of provisional allotment : 10 Rights Shares with Warrants for every one (1) existing Share held by Entitled Shareholders as at the Books Closure Date, fractional entitlements to be disregarded.

Issue Price : S\$0.005 for each Rights Share with Warrants, payable in full on acceptance of the provisional allotments for the Rights Shares with Warrants and/or application for the Excess Rights Shares with Warrants.

The Issue Price represents:

- (a) a discount of approximately 73.7% from the closing price of S\$0.019 per Share as at 7 February 2018, being the Latest Practicable Date; and
- (b) a discount of approximately 20.3% from the theoretical ex-rights price of approximately S\$0.0063 per Share, based on the closing price of S\$0.019 per Share as at 7 February 2018, being the Latest Practicable Date.

Status of Rights Shares : The Rights Shares with Warrants, when allotted and issued, will rank *pari passu* in all respects with the then existing Shares, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of issue of the Rights Shares with Warrants.

Eligibility to participate in the Rights cum Warrants Issue : Please refer to the section titled “**Eligibility of Shareholders to Participate in the Rights cum Warrants Issue**” of this Offer Information Statement.

Trading of “nil-paid” Rights : Upon the listing and quotation on the Catalist, the Rights Shares, when allotted and issued, will be traded under the book-entry (scripless) settlement system.

Entitled Depositors should note that the “nil-paid” Rights will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights Shares, or any other board lot size as the SGX-ST may require. Entitled Depositors who wish to trade in lot sizes other than board lots of 100 can do so on the SGX-ST’s unit share market.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the Catalist can do so for the period commencing on 19 February 2018 from 9.00 a.m., being the date and time of commencement of the “nil-paid” Rights trading period, and ending on 27 February 2018 at 5.00 p.m. (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), being the last date and time of the “nil-paid” Rights trading period.

Acceptances, excess applications and payment procedures

- : Entitled Shareholders will be at liberty to accept, decline, renounce (in full or in part) or in the case of Entitled Depositors only, trade on the Catalist of SGX-ST (during the provisional allotment trading period prescribed by the SGX-ST) their provisional allotments of the Rights Shares with Warrants and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue. Entitled Depositors who wish to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants may only do so through CDP or by way of an Electronic Application (as may be applicable).

The procedures for acceptance, excess application and payment by Entitled Depositors and the procedures for acceptance, splitting, renunciation, excess application and payment by Entitled Scripholders are set out in Appendices II to IV to this Offer Information Statement and in the PAL, the ARE and the ARS.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Shareholders' entitlements and will, together with the provisional allotments which are not taken up or allotted for any reason, be aggregated and used to satisfy excess applications (if any) or disposed of or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

Provisional allotments of Rights Shares with Warrants which are not otherwise taken up or allotted for any reason in accordance with the terms of the Rights cum Warrants Issue, shall be used to satisfy Excess Rights Shares with Warrants applications as the Directors may, in their absolute discretion, deem fit. In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board, will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

The Directors will take steps to ensure that Rule 803 of the Catalist Rules on the restriction of transfer of controlling interest without prior approval of Shareholders in a general meeting is complied with in their exercise of discretion to allot or issue any such Excess Rights Shares with Warrants.

Use of CPF Funds

- : Shareholders who have subscribed for or purchased Shares under the CPFIS-OA must use, subject to applicable CPF rules and regulations, monies standing to the credit of their respective CPF Investment Accounts to pay for the acceptance of their entitlements to the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants, if they have previously bought their Shares using CPF Funds. Such Shareholders who wish to accept their entitlements to Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using CPF Funds must have sufficient funds in their CPF Investment Accounts and must instruct their respective approved banks, where such Shareholder hold their CPF Investment Accounts, to accept their entitlements to the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. Such Shareholders who have insufficient funds or stock limit may top up cash into their CPF Investment Accounts with their approved banks before instructing their respective approved banks to accept their entitlements to the Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. CPF Funds may not, however, be used for the purchase of provisional allotments of Rights Shares with Warrants directly from the market.

CPF members should also note that CPF Funds cannot be used for the payment of Rights Shares with Warrants and/or Excess Rights Shares with Warrants if they submit their acceptances and/or applications directly through CDP, Electronic Applications, the Share Registrar and/or the Company. Any such acceptance and/or application purporting to use CPF Funds for the payment of Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be rejected.

Scaling provisions

- : Depending on the level of acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants, the Company will, if necessary, and upon approval of the Sponsor and/or the SGX-ST, scale down acceptances of the provisional allotments of Rights Shares with Warrants and/or applications for Excess Rights Shares with Warrants pursuant to the Rights cum Warrants Issue to avoid placing the relevant Shareholder and parties acting in concert with it (as defined in the Code) in the position of incurring a mandatory general offer obligation under the Code as a result of *inter alia* other Entitled Shareholders not taking up their Rights Shares with Warrants entitlements fully.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- Net proceeds** : Under the Maximum Subscription Scenario where the Proposed Rights cum Warrants Issue is fully subscribed and up to 1,130,302,870 Rights Shares with up to 565,151,435 Warrants are issued, the estimated net proceeds from the subscription of the Rights Shares (without taking into account the proceeds from the exercise of the Warrants) (“**Net Proceeds**”) will be approximately S\$5.3 million, after deducting estimated expenses of approximately S\$0.35 million.
- Use of proceeds** : The Company intends to utilise the Net Proceeds in the Maximum Subscription Scenario for (a) general working capital and (b) investments in new businesses (including the New Business pursuant to the Proposed Business Diversification).
- Pending disbursement of the Net Proceeds, such proceeds may be placed as deposits with financial institutions in short term money markets or debt instruments or marketable securities or for any other purposes on a short term basis as the Directors may, in their absolute discretion, deem fit.
- Listing of Rights Shares** : The Company had, on 25 July 2017, received the LQN from the SGX-ST for the listing of and quotation for, *inter alia*, the Rights Shares, the Warrants and the Warrant Shares on the Catalist, subject to certain conditions and compliance with the SGXST’s listing requirements.
- The LQN from the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company, its subsidiaries and their securities.
- Non-underwritten basis** : The Rights cum Warrants Issue is not underwritten, and will not be withdrawn after commencement of the ex-rights trading of the Shares pursuant to Rule 820(1) of the Catalist Rules.
- Risk factors** : Investing in the Rights Shares with Warrants involves risks. Please refer to paragraph 9 of Part V (Operating and Financial Review and Prospects) of this Offer Information Statement for details of such risks.
- Governing law** : Laws of the Republic of Singapore.
- Principal terms of the Warrants**
- Number of Warrants** : Up to 565,151,435 free detachable Warrants in registered form to be issued and allotted together with the Rights Shares subscribed for (assuming that up to 1,130,302,870 Rights Shares are issued and allotted).
- Basis of provisional allotment** : One (1) free Warrant for every two (2) Rights Shares subscribed, fractional entitlements to be disregarded.
- Form and subscription rights** : The Warrants will be issued in registered form and will be constituted by the Deed Poll. Subject to the terms and

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

conditions of the Warrants as set out in the Deed Poll, each Warrant will entitle the Warrantholder, at any time during the Exercise Period, to subscribe for one (1) Warrant Share at the Exercise Price in force on the relevant exercise date.

- Detachability and trading** : The Warrants are immediately detachable from the Rights Shares upon issue, and will be issued in registered form and will be listed and traded separately on Catalist under the book-entry (scripless) settlement system, upon the listing of and quotation for the Warrants on Catalist, subject to, amongst others, there being an adequate spread of holdings of the Warrants to provide for an orderly market in the Warrants.
- Exercise Price** : S\$0.005 for each Warrant Share on the exercise of each Warrant, payable in full upon exercise of the Warrant (subject to adjustments under certain circumstances as set out in the Deed Poll).
- Exercise Period** : The Warrants may be exercised at any time during the Exercise Period commencing on and including the date of the issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the third (3rd) anniversary from the date of issue of the Warrants, unless such date is a date on which the Register of Members and/or the Register of Warrantholders is closed or is not a Market Day, in which case the Exercise Period shall end on the Market Day prior to the closure of the Register of Members and/or the Register of Warrantholders or the immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Warrantholders may be closed pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

The Warrants which have not been exercised after expiry of the Exercise Period shall lapse and cease to be valid for any purpose.

The Company shall, not less than one (1) month before the expiry of the Exercise Period, release an announcement in relation to the expiration date of the Warrants, and shall take reasonable steps to notify the Warrantholders in writing of the expiration date of the Warrants and such notice shall be delivered by post to the address of the Warrantholders as recorded in the Register of Warrantholders or, in the case of Warrantholders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP.

Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after the notice of the expiry of the Exercise Period has been given in accordance with the aforementioned shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with the terms and conditions to be set out in the Deed Poll.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

Status of the Warrant Shares : The Warrant Shares, arising from the exercise of the Warrants, will, upon full payment, issue and allotment, rank *pari passu* in all respects with the then existing Shares in issue, save for any dividends, rights, allotments or other distributions, the Record Date for which falls before the date of exercise of the Warrants.

Listing of the Warrants and Warrants Shares : The Company had, on 25 July 2017, received the LQN from the SGX-ST for the listing of and quotation for, *inter alia*, the Rights Shares, the Warrants and the Warrant Shares on the Catalist, subject to certain conditions and compliance with the SGXST's listing requirements.

The LQN from the SGX-ST is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, the Warrants, the Warrant Shares, the Company, its subsidiaries and their securities.

Adjustment to Exercise Price and/or the number of Warrants : The Exercise Price and/or the number of Warrants to be held by each Warrantholder will, after their issue, be subject to adjustments under certain circumstances to be set out in the Deed Poll. Such circumstances include, without limitation, consolidation or subdivision of Shares, capitalisation issues, rights issues and certain capital distributions. Any additional Warrants issued shall rank *pari passu* with the Warrants issued under the Proposed Rights cum Warrants Issue and will for all purposes form part of the same series. Any such adjustments shall (unless otherwise provided under the Catalist Rules from time to time) be announced by the Company to the SGX-ST via an announcement on SGXNET.

Please refer to Appendix I of this Offer Information Statement for details of the adjustment provisions.

Modification of rights of Warrantholders : The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect any modification to the terms of the Deed Poll, including the terms and conditions of the Warrants which, in the opinion of the Company is:

- (a) not materially prejudicial to the interests of the holders of Warrants;
- (b) of a formal, technical or minor nature;
- (c) to correct a manifest error or to comply with mandatory provisions of Singapore law;
- (d) to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Warrant Shares arising from the exercise thereof or meetings of the holders of Warrants in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the SGX-ST; or

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

- (e) to facilitate scripless settlement of trades of the Warrants or the Shares on Catalist in accordance with the requirements of the SGX-ST or CDP from time to time.

Any such modification shall be binding on the Warrantholders and all persons having an interest in the Warrants. Upon any modification of the terms of the Deed Poll and/or the terms and conditions of the Warrants, notice shall be given to the holders of Warrants in accordance with the terms and conditions of the Warrants as set out in the Deed Poll as soon as practicable thereafter.

Without prejudice to any provision of the Deed Poll, any material alteration of the terms and conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and/or prejudicial to the Shareholders must be approved by the Shareholders in a general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

Transfer and transmission

- : The Warrants may only be transferred in lots, such that the subscription of the Warrant Shares by holders of Warrants may only be effected in whole numbers. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants to be set out in the Deed Poll including the following:

- (a) Warrants not registered in the name of CDP – a Warrantholder whose Warrants are not registered in the name of CDP (“**Transferor**”) shall lodge, during normal business hours on any business day at the specified office of the Warrant Agent, the Transferor’s warrant certificate(s) together with a transfer form as prescribed by the Company from time to time (“**Transfer Form**”) duly completed and signed by or on behalf of the Transferor and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided that the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP. A Transferor shall be deemed to remain a Warrantholder until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent;
- (b) Deceased Warrantholder – (a) the executors or administrators of (i) a deceased Warrantholder whose Warrants are not registered in the name of CDP (not being one of several joint holders) or, (ii) if the registered Warrantholder is CDP, of a deceased Depositor and, (b) in the case of the death of one or more of several joint holders, the survivor or survivors of such joint holders, shall be the only persons recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall be entitled to be

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

registered as Warranholders and/or to make such transfer(s) as the deceased Warranholder is entitled to make, upon the production by such persons to the Company and the Warrant Agent of such evidence as may be reasonably required by the Company and the Warrant Agent to prove their title and on payment of the fees and expenses to be set out in the Deed Poll; and

- (c) Warrants registered in the name of CDP – where the Warrants are registered in the name of CDP and the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book entry. A Depositor shall be deemed to remain a Warranholder until the name of the transferee is entered in the Depository Register by CDP in respect of those Warrants.

Winding up

- : Where there is a members' voluntary winding-up of the Company (other than a winding-up for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warranholders in accordance with the provisions contained in the Deed Poll), the Warranholders may elect to be treated as if they had immediately prior to the commencement of such winding-up exercised the Warrants and had on such date been the holders of the Shares to which they would have been entitled pursuant to such exercise, and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the Warranholders in accordance with the provisions of the Deed Poll of the passing of any such resolution within seven (7) Market Days after the passing thereof. Where a Warranholder has elected to be treated as if it had exercised its Warrants as aforesaid, it shall be liable to pay the Exercise Price in relation to such exercise.

Subject to the foregoing, if the Company is wound up for any other reason, all the Warrants which have not been exercised at the date of commencement of the winding up of the Company shall lapse and cease to be valid for any purpose.

Further issues

- : Subject to the terms and conditions of the Warrants to be set out in the Deed Poll, the Company shall be at liberty to issue Shares to Shareholders either for cash or as a bonus distribution and further subscription rights upon such terms and conditions as the Company sees fit. However, the Warranholders shall not have any participation rights in any such issue of Shares by the Company unless otherwise resolved by the Company in a general meeting.

Warrant Agent

- : KCK CorpServe Pte. Ltd.

Governing law

- : Laws of the Republic of Singapore.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

-
- (b) **the last day and time for splitting of the provisional allotment of the securities to be issued pursuant to the Rights cum Warrants Issue;**
-

27 February 2018 at 5.00 p.m. (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Please refer to the section entitled “**Expected Timetable of Key Events**” for more details.

- (c) **the last day and time for acceptance of and payment for the securities to be issued pursuant to the Rights cum Warrants Issue;**
-

5 March 2018 at 5.00 p.m. (9.30 p.m. for Electronic Applications) (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Please refer to the section entitled “**Expected Timetable of Key Events**” for more details.

- (d) **the last day and time for renunciation of and payment by the renounee for the securities to be issued pursuant to the Rights cum Warrants Issue;**
-

5 March 2018 at 5.00 p.m. (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

Entitled Depositors who wish to renounce their provisional allotments of Rights Shares with Warrants in favour of a third party should note that CDP requires three (3) Market Days to effect such renunciation. As such, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for the renounee to accept his provisional allotments of Rights Shares with Warrants.

Please refer to the section entitled “**Expected Timetable of Key Events**” for more details.

- (e) **the terms and conditions of the offer of securities to be issued pursuant to the Rights cum Warrants Issue;**
-

The allotment and issue of the Rights Shares with Warrants pursuant to the Rights cum Warrants Issue are governed by the terms and conditions as set out in this Offer Information Statement, in particular, Appendices II to IV to this Offer Information Statement and in the PAL, the ARE and the ARS.

- (f) **the particulars of any undertaking from the substantial shareholders or substantial equity interest-holders, as the case may be, of the relevant entity to subscribe for their entitlements; and**
-

Not applicable. There are no undertakings from the Substantial Shareholders to subscribe for their entitlements under the Rights cum Warrants Issue.

Notwithstanding that there is no undertaking, Mr Christian Kwok-Leun Yau Heilesen (the Executive Director of the Company and a Substantial Shareholder), Ms Zhou Qi Lin (a Substantial Shareholder), and Mr Reill Edward Champley have indicated to the Company their non-binding intention to subscribe for their respective *pro rata* Rights Shares with Warrants entitlements under the Rights cum Warrants Issue so as to maintain their respective existing shareholding percentage, and to also consider subscribing for excess Rights Shares with Warrants.

SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SHARES AND DEBENTURES) REGULATIONS 2005

As announced on 10 January 2018, pursuant to the Loan Agreements, both the Company and Christian Kwok-Leun Yau Heilesen agreed that the Loans granted by Christian Kwok-Leun Yau Heilesen may be offset partially or entirely by subscription amount of Christian Kwok-Leun Yau Heilesen for the Rights cum Warrants Issue. The quantum of such Offsetting Arrangement shall be decided and approved by the Board (with Christian Kwok-Leun Yau Heilesen abstaining) at later date taking into account, *inter alia*, the subscription amount of Christian Kwok-Leun Yau Heilesen, and the results of the Rights cum Warrants Issue.

(g) if the Rights cum Warrants Issue is or will not be underwritten, the reason for not underwriting the issue.

The Directors believe that barring unforeseen circumstances and after taking into account the net tangible asset per Share of the Group after the Debt Conversion and Share Consolidation of 4.30 Singapore cents and requirements for the Group's operations, the Issue Price (which represents a discount of approximately (i) 75.0% from S\$0.02 per Share, being the closing price of S\$0.002 per Share on 24 May 2017, being the last trading day prior to the announcement of the Rights cum Warrants Issue and after adjusting for the Share Consolidation; and (ii) 21.4% from the theoretical ex-rights price of approximately S\$0.0064 per Share, based on the closing price of S\$0.002 per Share on 24 May 2017 and after adjusting for the Share Consolidation) is reasonably priced to encourage or facilitate subscriptions for the Rights Shares with Warrants and participation by Shareholders.

Barring unforeseen circumstances, as at the Latest Practicable Date, Directors are of the reasonable opinion that there is no minimum amount, which must be raised from the Rights cum Warrants Issue.

In view of the above, the Company has decided to proceed with the Rights cum Warrants Issue on a non-underwritten basis.

ADDITIONAL DISCLOSURE REQUIREMENTS FOR THE RIGHTS ISSUE UNDER APPENDIX 8A OF THE CATALIST RULES

1. A review of the working capital for the last three (3) financial years and the latest half year (if applicable).

The total current assets, total current liabilities and working capital of the Group for 1H2017, FY2016, FY2015 and FY2014 are as follows:

	Unaudited as at 31 December 2017 S\$'000	Audited as at 31 December 2016 S\$'000	Audited as at 31 December 2015 S\$'000
Current assets			
Inventories	423	258	180
Trade receivables	1,076	1,100	1,198
Other receivables, deposits and prepayments	293	518	720
Fixed deposits	2,465	3,219	3,096
Cash and cash equivalents	1,026	1,248	1,499
Total current assets	5,283	6,343	6,692
Current liabilities			
Trade payables	(129)	(211)	(230)
Other payables and accruals	(1,777)	(1,447)	(3,652)
Borrowings	–	(37)	–
Loan from director	(326)	–	–
Lease obligations	(2)	–	(7)
Income tax payable	(56)	(61)	(60)
Total current liabilities	(2,290)	(1,756)	(3,947)
Net working capital	2,993	4,587	2,745

FY2017 vs FY2016

The Group's net working capital amounted to approximately S\$3.0 million as at end of FY2017 as compared to approximately S\$4.6 million as at end of FY2016. The decrease in net working capital in FY2017 was mainly due to lower amount of fixed deposits, cash and cash equivalent, other receivables, deposits and prepayments, and trade receivable as well as loan from a director in FY2017 and an increase in other payables and accruals.

ADDITIONAL DISCLOSURE REQUIREMENTS FOR THE RIGHTS ISSUE UNDER APPENDIX 8A OF THE CATALIST RULES

FY2016 vs FY2015

The Group reported a significant increase in net working capital in FY2016 as compared to FY2015 of approximately S\$1.8 million. The increase in net working capital in FY2016 was mainly due to a decrease in other payables and accruals from approximately S\$3.7 million in FY2015 to approximately S\$1.5 million in FY2016 offset by a decrease in other receivables, deposits and prepayments of approximately S\$0.2 million.

2. Convertible securities

- (i) Where the rights issue or bought deal involves an issue of convertible securities, such as company warrants or convertible debt, provide the information in Rule 832 of the Catalist Rules.**
- (ii) Where the rights issue or bought deal is underwritten and the exercise or conversion price is based on a price-fixing formula, to state that the exercise or conversion price must be fixed and announced before trading of “nil-paid” rights commences.**

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- (i) Please refer to paragraph 1 of Part X (Additional Information required for Offer of Securities by way of Rights cum Warrants Issue) of this Offer Information Statement for details relating to the Warrants.

Please refer to paragraph 3 of Part IV (Key Information) of this Offer Information Statement for details relating to the use of Net Proceeds and Exercise Proceeds.

Please refer to paragraphs 2 and 5 of Part V (Operating and Financial Review and Prospects) of this Offer Information Statement for details of the financial effects of the issue to the Group.

- (ii) Not applicable. The Rights cum Warrants Issue is not underwritten.

3. Responsibility statements

A statement by the sponsor and each financial adviser in the form set out in Practice Note 12A.

As provided in Appendix 8A of the Catalist Rules, this requirement is not applicable if an issuer is required to comply with the offer information statement requirements in the SFA.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

TERMS AND CONDITIONS OF THE WARRANTS

The warrants ("**Warrants**") to subscribe for new ordinary shares ("**New Shares**") in the capital of **VASHION GROUP LTD. ("Company")** form part of an issue of Warrants to subscribe for New Shares in the Company issued for every two (2) Rights Shares validly subscribed by the Shareholders ("**Warrants**") under a renounceable non-underwritten rights cum warrants issue ("**Rights cum Warrants Issue**") of up to 1,130,302,870 new ordinary shares in the capital of the Company ("**Rights Shares**") at an issue price of S\$0.005 for each Rights Share. Each Warrant shall carry the right to subscribe for one (1) New Share at the exercise price of S\$0.005 for each New Share.

The Warrants are subject to and have the benefit of a deed poll dated 7 February 2018 made by the Company (the "**Deed Poll**"). The issue of the Warrants was authorised by resolutions of the Board of Directors of the Company and will be issued pursuant to a shareholders' resolution passed at the extraordinary general meeting of the Company held on 6 September 2017.

The statements in these terms and conditions of the Warrants ("**Conditions**") include summaries of, and are subject to, the detailed provisions of the Deed Poll. Copies of the Deed Poll are available for inspection at the registered office for the time being of the Company and at the specified office for the time being of the warrant agent referred to in Condition 4.7 ("**Warrant Agent**") and the holders of the Warrants ("**Warrantholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Deed Poll.

1. Definitions

For the purposes of these Conditions, unless otherwise stated or the context otherwise requires, terms defined in the Deed Poll shall have the same meanings when used in these Conditions. In addition:-

"**Act**" means the Companies Act, Chapter 50 of Singapore, as amended, modified or supplemented from time to time.

"**Auditors**" means the auditors for the time being of the Company.

"**Business Day**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which banks in Singapore, the SGX-ST, CDP and the Warrant Agent are open for business.

"**CDP**" means The Central Depository (Pte) Limited.

"**CMS Licence Holder**" means A holder of the capital market services licence issued under the Securities and Futures Act, Chapter 289 of Singapore.

"**CPF**" means the Central Provident Fund.

"**CPF Act**" means the Central Provident Fund Act, Chapter 36 of Singapore, as may be amended, modified or supplemented from time to time.

"**CPF Approved Bank**" means any bank appointed by the CPF Board to be a bank for the purposes of the CPF Regulations.

"**CPF Board**" means the board of the CPF established pursuant to the CPF Act.

"**CPF Investment Account**" means an account opened by a member of CPF with a CPF Approved Bank from which money may be withdrawn for, *inter alia*, payment of the Exercise Price arising from the exercise of each Warrant.

"**CPF Regulations**" means the Central Provident Fund (Investment Schemes) Regulations, as may be amended, modified or supplemented from time to time.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

“Depositor”, “Depository Agent” and “Depository Register” shall have the respective meanings ascribed to them in Section 81SF of the Securities and Futures Act.

“Directors” mean the Directors for the time being of the Company.

“Exercise Date” means, in relation to the exercise of a Warrant, the Business Day (falling within the Exercise Period), on which the applicable conditions referred to in Condition 4.1 are fulfilled, or (if fulfilled on different days) on which the last of such conditions is fulfilled, Provided That if any such day falls during a period when the Register of Members and/or the Warrant Register is closed, then the **“Exercise Date”** shall be the next Business Day on which the Register of Members and/or the Warrant Register is open.

“Exercise Notice” means a notice (for the time being current and as the same may be modified or amended from time to time) for the exercise of the Warrants, copies of which may be obtained from the Warrant Agent.

“Exercise Period” means the period during which the Warrants may be exercised, commencing on the date of the listing and quotation of the Warrants and expiring at 5:00 p.m. on the Expiration Date, but excluding such period(s) during which the Warrant Register may be closed pursuant to Condition 4.6.

“Exercise Price” means, in respect of each Warrant, S\$0.005 for each New Share, subject to adjustment in accordance with Condition 5.

“Expiration Date” means the Market Day immediately preceding the third (3rd) anniversary from the date of issue of the Warrants, unless such date is a date on which the Register of Members and/or the Warrant Register is closed or which is not a Market Day, in which case the Market Day prior to the closure of the Register of Members and/or the Warrant Register or the immediately preceding Market Day (as the case may be) shall be the Expiration Date.

“Market Day” means a day on which the SGX-ST is open for trading in securities in Singapore.

“SGX-ST” means the Singapore Exchange Securities Trading Limited.

“Securities Account” means a securities account maintained by a Depositor with CDP but does not include a securities sub-account.

“Special Account” means the account maintained by the Company with a bank in Singapore for the purpose of crediting monies paid by exercising Warrantholders in satisfaction of the Exercise Price in relation to the Warrants exercised by such exercising Warrantholders.

“Warrant Agency Agreement” means the Warrant Agency Agreement dated on or around 7 February 2018 between (1) the Company, (2) the Warrant Agent and (3) the Share Registrar appointing, *inter alia*, the Warrant Agent, as the same may be modified from time to time by the parties thereto, and includes any other agreement (whether made pursuant to the terms of the Warrant Agency Agreement or otherwise) appointing further or other Warrant Agents or amending or modifying the terms of any such appointment.

“Warrant Register” means the register of Warrantholders to be maintained by the Warrant Agent pursuant to Condition 4.6.

“Warrantholders” means the registered holders of the Warrants, except that where the registered holder is CDP, the term **“Warrantholders”** shall, in relation to such Warrants registered in the name of the Depository and where the context admits, include the persons named as Depositors in the Depository Register maintained by the CDP whose Securities Accounts are credited with those Warrants, Provided that for the purposes of Schedule 2 of the Deed Poll relating to meetings of

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

Warrantholders, such Warrantholders shall mean those persons named as Depositors in the Depository Register maintained by CDP having Warrants credited to their Securities Accounts as shown in the records of CDP as at a time not earlier than 72 hours prior to the time of a meeting of Warrantholders supplied by CDP to the Company. The word “**holder**” or “**holders**” in relation to Warrants shall (where appropriate) be construed accordingly.

2. Form and Title

2.1 The Warrants are issued in registered form. Title to the Warrants will be transferable in accordance with Condition 8. The Warrant Agent will maintain the Warrant Register on behalf of the Company and except as may be ordered by a court of competent jurisdiction or as may be required by law:-

- (a) the registered holder of Warrants (other than CDP); and
- (b) (where the registered holder of Warrants is CDP) each Depositor for the time being appearing in the Depository Register maintained by CDP as having Warrants credited to its Securities Account(s),

will be deemed to be and be treated as the absolute owner thereof (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Deed Poll or these Conditions and notwithstanding any notice of ownership or writing hereon or notice of any previous loss, theft or forgery of the relevant Warrant Certificate, or any irregularity or error in the records of CDP or any express notice to the Company or Warrant Agent or any other related matters) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

2.2 The executors and administrators of a deceased Warrantholder shall be the only persons recognised by the Company and the Warrant Agent as having title to Warrants registered in the name of a deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be reasonably required by the Warrant Agent to prove their title and on the payment of such fees and expenses referred to in Condition 8, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made.

2.3 If two (2) or more persons are entered into the Warrant Register or (as the case may be) the records maintained by CDP, as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with the benefit of survivorship subject to the following provisions:-

- (a) the Company shall not be bound to register more than two (2) persons as the registered joint holders of any Warrant but this provision shall not apply in the case of executors or trustees of a deceased Warrantholder;
- (b) joint holders of any Warrant whose names are entered into the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be treated as one (1) Warrantholder;
- (c) the Company shall not be bound to issue more than one (1) Warrant Certificate for a Warrant registered jointly in the names of several persons and delivery of a Warrant Certificate to the joint holder whose name stands first in the Warrant Register shall be sufficient delivery to all; and
- (d) the joint holders of any Warrant whose names are entered into the Warrant Register or (as the case may be) the relevant records maintained by CDP shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant or the exercise of such Warrant.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

3. Exercise Rights

- 3.1 Each Warrantholder shall have the right, by way of exercise of a Warrant, at any time during normal business hours on any Business Day during the Exercise Period in the manner set out in Condition 4 and otherwise on the terms and subject to these Conditions, to subscribe for one (1) New Share at the Exercise Price, subject to adjustments in accordance with Condition 5, on the Exercise Date applicable to such Warrant. No fraction of a Share shall be allotted.
- 3.2 At the expiry of the Exercise Period, any Warrants which have not been exercised in accordance with Condition 4 will lapse and cease to be valid for any purpose. The right to exercise the Warrants will not be extended beyond the Expiration Date.
- 3.3 Any Warrant in respect of which the Exercise Notice shall not have been duly completed and delivered in the manner set out below under Condition 4 to the Warrant Agent on or before 5.00 p.m. on the Expiration Date shall be rendered void.

4. Procedure for Exercise of Warrants

4.1 Lodgment Conditions

- 4.1.1 In order to exercise one (1) or more Warrants, a Warrantholder must, before 3.00 p.m. on any Business Day prior to the Expiration Date and before 5.00 p.m. on the Expiration Date, fulfil all the following conditions:-
- (a) lodgment of the relevant Warrant Certificate registered in the name of the exercising Warrantholder or CDP (as the case may be) for exercise at the specified office for the time being of the Warrant Agent together with the Exercise Notice (copies of which may be obtained from the Warrant Agent or the Company) in respect of the Warrants represented thereby, duly completed and signed by or on behalf of the exercising Warrantholder and duly stamped in accordance with any law for the time being in force relating to stamp duty, provided always that the Warrant Agent may dispense with the production of the Global Warrant Certificate where such Warrants being exercised are registered in the name of CDP;
 - (b) the furnishing of such evidence (if any) as the Warrant Agent may require to determine the due execution of the Exercise Notice by or on behalf of the exercising Warrantholder (including every joint Warrantholder, if any) or otherwise to ensure the due exercise of the Warrants;
 - (c) pay or satisfy the Exercise Price in accordance with the provisions of Condition 4.2 below;
 - (d) pay a deposit or other fees for the time being chargeable by, and payable to, CDP (if any) or any stamp, issue, registration or other similar taxes or duties arising on the exercise of the relevant Warrants as the Warrant Agent may require; and
 - (e) if applicable, pay any fees for certificates for the New Shares to be issued, the submission of any necessary documents required in order to effect, and pay the expenses of, the registration of the New Shares in the name of the exercising Warrantholder or CDP (as the case may be) and the delivery of certificates for the New Shares upon exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice or to CDP (as the case may be).
- 4.1.2 Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional on that number of Warrants so exercised being credited to the “Free Balance” of the Securities Account(s) of the exercising Warrantholder and remaining so credited until the relevant Exercise Date and on the exercising Warrantholder electing in the Exercise Notice to have the delivery of the New Shares arising from the exercise of the relevant Warrants to be effected by crediting such New Shares to the Securities Account(s) of the exercising Warrantholder, or, in the case where funds standing to the credit of a CPF Investment Account are to be used for the

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

payment of the Exercise Price arising from the exercise of each Warrant, by crediting such New Shares to the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, failing which the Exercise Notice shall be void and all rights of the exercising Warrantholder and of any other person thereunder shall cease.

4.1.3 An Exercise Notice which does not comply with the conditions above shall be void for all purposes. Warrantholders whose Warrants are registered in the name of CDP irrevocably authorise the Company and the Warrant Agent to obtain from CDP and to rely upon such information and documents as the Company or the Warrant Agent deems necessary to satisfy itself that all the abovementioned conditions have been fulfilled and such other information as the Company or the Warrant Agent may require in accordance with these Conditions and the Deed Poll and to take such steps as may be required by CDP (including the steps set out in CDP's "Guidelines to the Procedures for Exercise of Warrants/TSR (Warrants)" as amended from time to time) in connection with the operation of the Securities Account of any Warrantholder Provided That the Company and the Warrant Agent shall not be liable in any way whatsoever for any loss or damage incurred or suffered by the Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the records of and information supplied by CDP.

4.1.4 Once all the conditions in this Clause 4.1 (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), Exercise Notice and any monies tendered in or towards payment of the Exercise Price in accordance with Condition 4.2 below may not be withdrawn without the consent in writing of the Company.

4.2 Payment of Exercise Price

Payment of the Exercise Price shall be made:-

- (a) to the specified office of the Warrant Agent by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore, and/or by debiting the CPF Investment Account with the CPF Approved Bank as specified in the Exercise Notice, for the credit of the Special Account for the full amount of the Exercise Price payable in respect of the Warrants exercised, Provided That any such remittance shall be accompanied by the delivery to the Warrant Agent of the payment advice referred to in Condition 4.2(b) and shall comply with any exchange control or other statutory requirements for the time being applicable; and
- (b) free of any foreign exchange commissions, remittance charges or any other deductions and shall be accompanied by a payment advice containing:-
 - (i) the name of the exercising Warrantholder;
 - (ii) the number of Warrants exercised; and
 - (iii) the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificates are registered in the name of CDP, the Securities Account(s) of the exercising Warrantholder which is to be debited with the Warrants being exercised.

If the payment of the Exercise Price fails to comply with the foregoing provisions, the Warrant Agent may, at its absolute discretion and without liability on behalf of itself or the Company, refuse to recognise the relevant payment as relating to the exercise of any particular Warrant, and the exercise of the relevant Warrants may accordingly be delayed or treated as invalid. If the relevant payment received by the Warrant Agent in respect of an exercising Warrantholder's purported payment of the Exercise Price relating to all the relevant Warrants lodged with the Warrant Agent is less than the full amount of such Exercise Price, the Warrant Agent shall not treat the relevant payment so received or any part thereof as payment of the Exercise Price or any part thereof and, accordingly, the whole of such relevant payment shall remain in the Special Account (subject to Condition 4.4 below) unless and until a further payment is made in accordance with the

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

requirements set out above in this Condition 4.2 in an amount sufficient to cover the deficiency. Neither the Company nor the Warrant Agent shall be held responsible for any loss arising from the retention of any such payment by the Company or the Warrant Agent.

Payment of the Exercise Price received by the Warrant Agent will be deposited by the Warrant Agent to the Special Account in accordance with the Warrant Agency Agreement in payment for the New Shares to be delivered in consequence of the exercise of such Warrants.

4.3 Exercise Date

A Warrant shall be treated as exercised on the Exercise Date relating to that Warrant.

4.4 Special Account

Payment of the Exercise Price received by the Warrant Agent shall be deposited to the Special Account after the Exercise Date relating to the relevant Warrants in payment for the New Shares to be delivered in consequence of the exercise of such Warrants. The relevant Warrant Certificate(s) shall be cancelled on the Exercise Date except that, in relation to the Global Warrant Certificate(s) in the name of CDP, the number of Warrants represented by the Global Warrant Certificate(s) registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. The original Global Warrant Certificate(s) shall be cancelled and replaced with new Global Warrant Certificate(s) representing the Warrants that are held through CDP which remain unexercised, as soon as possible after receipt by the Warrant Agent from CDP of the original Global Warrant Certificate(s), accompanied by instructions from CDP as to the cancellation of such original Global Warrant Certificate(s) in *lieu* of the new Global Warrant Certificate(s).

If such payment is made to the Warrant Agent and such payment is not recognised by the Warrant Agent as relating to the exercise of the relevant Warrants or the relevant payment is less than the full amount of the Exercise Price, or the conditions set out in Condition 4.1 have not then all been fulfilled in relation to the exercise of such Warrants, such payment will remain in the Special Account pending recognition of such payment or full payment or, fulfilment of the lodgment conditions, as the case may be, but on whichever is the earlier of (i) the 14th day after receipt of such Exercise Notice by the Warrant Agent and (ii) the Expiration Date, such payment will (if the Exercise Date in respect of such Warrant(s) has not by then occurred) be returned, without interest, to the person who remitted such payment. The Warrant Agent will, if it is possible to relate the payment so returned to any Warrant Certificates (if applicable) and the relevant Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice together with such payment, after receipt of the same from the Company, to the exercising Warrantholder at the risk and expense of such Warrantholder. The Company will, upon receipt of notification from the Warrant Agent of any unsuccessful exercise of Warrants, forward such payment to the Warrant Agent for it to be returned to the exercising Warrantholder. The Company will be entitled to deduct or otherwise recover any applicable handling charges and out-of-pocket expenses of the Warrant Agent. So long as any particular payment remains credited to the Special Account and the relevant Exercise Date has not occurred, it (but excluding any interest accrued thereon) will continue to belong to the exercising Warrantholder but it may only be withdrawn within the abovementioned 14 day period with the consent in writing of the Company.

4.5 Allotment of Shares and Issue of Balancing Warrant Certificates

A Warrantholder exercising Warrants which are registered in the name of CDP must elect in the Exercise Notice to have the delivery of New Shares arising from the exercise of such Warrants to be effected by crediting such New Shares to the Securities Account of such Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice. A Warrantholder exercising Warrants registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the New Shares arising from the exercise of such Warrants or to have the delivery of such New Shares effected by crediting such New Shares to his Securities Account, or, as the case may be, the Securities Account of the

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

nominee company of the CPF Approved Bank as specified in the Exercise Notice (in which case, such Warrantholder shall also duly complete and deliver to the Warrant Agent such forms as may be required by CDP), failing which such exercising Warrantholder shall be deemed to have elected to receive physical share certificates in respect of such New Shares at his address specified in the Warrant Register.

The Company shall allot and issue the New Shares arising from the exercise of the relevant Warrants by a Warrantholder in accordance with the instructions of such Warrantholder as set out in the Exercise Notice and:-

- (a) where such Warrantholder has (or is deemed to have) elected in the Exercise Notice to receive physical share certificates in respect of the New Shares arising from the exercise of the relevant Warrants, the Company shall despatch, as soon as practicable but in any event not later than five (5) Business Days after the relevant Exercise Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warrantholder, the certificates relating to such New Shares registered in the name of such Warrantholder; and
- (b) where such Warrantholder has elected in the Exercise Notice to have the delivery of New Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice, the Company shall despatch, as soon as practicable but not later than five (5) Business Days after the relevant Exercise Date, the certificates relating to such New Shares in the name of, and to, CDP for the credit of the Securities Account of such Warrantholder as specified in the Exercise Notice or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank as specified in the Exercise Notice.

Where a Warrantholder exercises part only (but not all) of the subscription rights represented by Warrants registered in his name, the Company shall despatch a balancing Warrant Certificate in the name of the exercising Warrantholder in respect of any Warrants remaining unexercised by ordinary post to the address specified in the relevant Exercise Notice (or failing which, to his address specified in the Warrant Register) and at the risk of that Warrantholder at the same time as it delivers, in accordance with the relevant Exercise Notice, the share certificate(s) relating to the New Shares arising upon exercise of such Warrants.

Where the Warrantholder exercises part only (and not all) of the subscription rights represented by the Warrants registered in the name of CDP, the number of Warrants represented by the Global Warrant Certificate(s) registered in the name of CDP shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

The New Shares will rank for any dividends, rights, allotments or other distributions, the record date for which shall fall on or after the date of issue of the New Shares. Subject as aforesaid, the New Shares shall rank *pari passu* in all other respects with the then existing Shares. For the purpose of this Condition 4.5, “**record date**” means, in relation to any dividends, rights, allotments or other distributions, the date on which, as at the close of business (or such other time in accordance with market practice as may have been notified in writing by the Company), Shareholders must be registered with the Company or, in the case of Shareholders whose Shares are registered in the name of CDP, with CDP, in order to participate in such dividends, rights, allotments or other distributions. For the avoidance of doubt, in respect of New Shares to be issued and credited to the Securities Account of the Warrantholder or, as the case may be, the nominee company of the CPF Approved Bank as specified in the Exercise Notice upon the exercise of the Warrants, the date of issue of the New Shares shall be the date on which such New Shares are credited to the relevant Securities Account.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

4.6 Register of Warrantholders

The Warrant Agent will maintain the Warrant Register containing particulars of the Warrantholders, and such other information relating to the Warrants as the Company may require. The Warrant Register (and, with the approval of CDP, the Depository Register), may be closed during such periods when the Register of Transfers and/or Register of Members of the Company is deemed to be closed and during such periods as the Company may determine. Notice of each closure of the Warrant Register and (if applicable) the Depository Register will be given to the Warrantholders in accordance with Condition 12.

Where Warrants are held through the Depository, the registered holder of such Warrants in the Register shall be CDP.

Except as required by law or as ordered by a court of competent jurisdiction, the Company and the Warrant Agent shall be entitled to rely on the Warrant Register (where the registered holder of a Warrant is a person other than CDP) or the Depository Register (where CDP is the registered holder of a Warrant) or any statement or certificate issued by CDP to the Company or any Warrantholder (as made available to the Company and/or the Warrant Agent) to ascertain the identity of the Warrantholders, the number of Warrants to which any such Warrantholders are entitled, to give effect to the exercise of the subscription rights constituted by the Warrants and for all other purposes in connection with the Warrants (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any express notice to the Company or Warrant Agent or any other related matter).

4.7 Warrant Agent and Share Registrar

The name of the initial Warrant Agent and Share Registrar and their respective specified office are set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent or the Share Registrar and to appoint an additional or another Warrant Agent or Share Registrar, provided that it will at all times maintain a Warrant Agent having a specified office in Singapore so long as the Warrants are outstanding. Notice of any such termination or appointment and of any changes in the specified offices of the Warrant Agent or the Share Registrar will be given to the Warrantholders in accordance with Condition 12.

Name of initial Warrant Agent and office	KCK CorpServe Pte. Ltd. at 333 North Bridge Road #08-00 KH KEA Building, Singapore 188721
Office of initial Share Registrar and office	KCK CorpServe Pte. Ltd. at 333 North Bridge Road #08-00 KH KEA Building, Singapore 188721

Except as required by law:-

- (a) the person in whose name a Warrant is registered (other than CDP); and
- (b) (where a Warrant is registered in the name of CDP) the Depositor for the time being appearing in the Depository Register maintained by CDP as having such Warrant credited to his Securities Account,

will be deemed and treated as the absolute owner of that Warrant (whether or not the Company shall be in default in respect of the Warrants or any of the terms and conditions contained herein or in the Deed Poll and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft or forgery of the relevant Warrant Certificate or any express notice to the Company or Warrant Agent or any other related matter) for the purpose of giving effect to the exercise of the rights constituted by the Warrants and for all other purposes in connection with the Warrants.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

5. Adjustments of Exercise Price and Number of Warrants

5.1 The Exercise Price and the number of Warrants held by each holder of Warrants shall from time to time be adjusted by the Directors in consultation with a CMS Licence Holder and certified to be in accordance with Condition 5.2 below by the Auditors. The Exercise Price and the number of Warrants held by each holder of Warrants shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:-

- (a) any consolidation, subdivision or conversion of the Shares;
- (b) an issue by the Company of Shares credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature) to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash as dividend);
- (c) a Capital Distribution (as defined in Condition 5.2(c) below) made by the Company to its Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);
- (d) an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights; or
- (e) an issue (otherwise than pursuant to an offer or invitation made by the Company to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, requiring an adjustment under Condition 5.2(d), and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) by the Company of Shares, if the Total Effective Consideration (as defined in Condition 5.2(e) below) for each Share is less than ninety per cent. (90%) of the Current Market Price for each Share (calculated as provided below), Provided That a share buy-back shall not require an adjustment to be made.

5.2 Subject to these Conditions and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two (2) or more of Conditions 5.1(a) to 5.1(e) or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the CMS Licence Holder shall determine):-

- (a) If, and whenever, consolidation or subdivision or conversion of the Shares occurs, the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{A}{B} \times X$$

and the number of Warrants shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{B}{A} \times W$$

where:-

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision;

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

X = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective.

- (b) If, and whenever, the Company shall make any issue of Shares to its Shareholders (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully paid-up, by way of capitalisation of profits or reserves (whether of a capital or income nature), the Exercise Price and the number of Warrants shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{A}{A + B} \times X$$

$$\text{Adjusted number of Warrants} = \frac{A + B}{A} \times W$$

where:-

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders (other than an allotment of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature);

X = as in X above; and

W = as in W above.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “**record date**” in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which Shareholders must be registered as such to participate therein.

- (c) If and whenever the Company shall make a Capital Distribution (as defined below) to Shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets), the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{C - D}{C} \times X$$

where:-

C = the Current Market Price on the Market Day immediately preceding the date on which the Capital Distribution is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the Capital Distribution;

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

D = the fair market value, as determined by an CMS Licence Holder, of that portion of the Capital Distribution or of the nil-paid rights attributable to one (1) Share; and

X = existing Exercise Price.

For the purposes of these Conditions, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of Shares (not falling under Condition 5.2(b)) or other securities (other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend) credited as fully or partly paid-up by way of capitalisation of profits or reserves. Any distribution out of profits or reserves shall not be deemed to be a Capital Distribution unless the profits or reserves are attributable to profits or gains arising from the sale of assets owned by the Company or any of its subsidiaries on or before the date of such distribution and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution. Such adjustment will be effective (if appropriate, retroactively) from the commencement of the date next following the record date for such transaction.

- (d) If and whenever the Company shall make any offer or invitation to its Shareholders whereunder they may acquire or subscribe for Shares by way of rights, the Exercise Price and the number of Warrants shall be adjusted in the following manner:

$$\text{New Exercise Price} = \frac{E - F}{E} \times X$$

and the number of Warrants shall be adjusted in the following manner:

$$\text{Adjusted number of Warrants} = \frac{E}{E - F} \times W$$

where:-

E = the Current Market Price on the Market Day immediately preceding the date on the offer or invitation referred to in this Condition 5.2(d) above, is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

W = existing number of Warrants held;

X = existing Exercise Price; and

F = the value of the rights attributable to one (1) Share, which shall be calculated in accordance with the formula:-

$$\frac{E - G}{H + 1}$$

where:-

E = the Current Market Price on the Market Day immediately preceding the date on which the offer or invitation referred to in this Condition 5.2(d) is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

G = the subscription price for one (1) additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights;

H = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights; and

1 = one.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the date next following the closing date for such offer or invitation.

For the purposes of this Condition 5.2, “**closing date**” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

- (e) If, and whenever, the Company makes any allotment to its Shareholders as provided in Condition 5.2(b) and also makes any offer or invitation to its Shareholders as provided in Condition 5.2(d) and the record date for the purpose of the allotment is also the record date for the purpose of the offer or invitation, the Exercise Price and the number of Warrants shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{(I \times E) + (J \times G)}{(I + J + B2) \times E} \times X$$

$$\text{Adjusted number of Warrants} = \frac{(I + J + B2) \times E}{(I \times E) + (J \times G)} \times W$$

where:-

B2 = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders (other than an allotment of Shares to Shareholder who elect to receive Shares in lieu of cash or other dividend) credited as fully paid-up by way of capitalisation of profits or reserves;

E = the Current Market Price on the Market Day immediately preceding the date on which the offer or invitation referred to in this Condition 5.2(e) is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

G = the subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights;

I = the aggregate number of issued and fully paid-up Shares on the record date;

J = the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights;

W = existing number of Warrants held; and

X = existing Exercise Price.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

For the purpose of this Condition 5.2, “**closing date**” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

- (f) If and whenever (otherwise than pursuant to a rights issue available to all Shareholders alike and requiring an adjustment under Conditions 5.2(d) or 5.2(e) above and other than an issue of Shares to Shareholders who elect to receive Shares in lieu of cash or other dividend), the Company shall issue any Shares and the Total Effective Consideration for each Share (as defined below) is less than 90% of the Current Market Price for each Share on the SGX-ST on the date on which the issue price of such Shares is determined, or, if such price is determined either before the close of business on the SGX-ST for that day or on a day which is not a Market Day, on the immediately preceding Market Day (“**Current Market Price**”), the Exercise Price shall be adjusted in the following manner:-

$$\text{New Exercise Price} = \frac{K + L}{K + M} \times X$$

where:-

- K = the number of Shares in issue at the close of business on the SGX-ST on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;
- L = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at such Current Market Price (exclusive of expenses);
- M = the aggregate number of Shares so issued; and
- X = existing Exercise Price.

Each such adjustment will be effective (if appropriate, retroactively) from the close of business on the SGX-ST on the Market Day immediately preceding the date on which the issue is announced, or (failing any such announcement) immediately preceding the date on which the Company determines the offering price of such Shares.

For the purposes of Conditions 5.1(e) and 5.2(f), the “**Total Effective Consideration**” shall be determined by the Directors with the concurrence of an CMS Licence Holder and shall be the aggregate consideration receivable by the Company on payment in full for such Shares without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration for each Share**” shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

- 5.3 Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants will be required in respect of:-

- (a) an issue by the Company of Shares, or other securities convertible into or right to acquire or subscribe for Shares, to officers, including directors, or employees of the Company or any of its subsidiaries, related corporations and/or associated companies pursuant to any purchase or option scheme or share award scheme approved by the Shareholders in general meeting;
- (b) an issue by the Company of Shares or other securities convertible into or right to acquire or subscribe for Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;
- (c) any issue by the Company of Warrant Shares pursuant to the exercise of any of the Warrants;

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

- (d) any issue by the Company of securities convertible into Shares or rights to acquire or subscribe for Shares and the issue of Shares arising from the conversion or exercise of such securities or rights; or
 - (e) any purchase by the Company of Shares
- 5.4 Any adjustment to the Exercise Price will be rounded upwards to the nearest half cent (\$0.005). No adjustments to the Exercise Price shall be made unless it is certified to be in accordance with Condition 5.2 by the Auditors. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one half of one cent but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.
- 5.5 Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants held by each Warrantholder shall be made unless (i) it is certified to be in accordance with the formulae stated in Condition 5.2 by the Auditors; and (ii) if the Warrants are listed and quoted on the SGX-ST on the Market Day immediately before such adjustment, approval in-principle has been granted by the SGX-ST for the listing of and quotation for such additional Warrants as may be issued as a result of such adjustment and such additional Warrant Shares as may be issued on the exercise of any of such Warrants.
- 5.6 Notwithstanding the provisions referred to in these Conditions, in any circumstances where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants provided under these Conditions should not be made or should be calculated on a different basis or date or should take effect on a different date, the Company may appoint an CMS Licence Holder to consider whether for any reason whatsoever the adjustment to be made or the adjustment to be made in accordance with these Conditions is appropriate or inappropriate, as the case may be, and, if such CMS Licence Holder shall consider the adjustment to be inappropriate or the adjustment shall be modified or nullified in such manner as shall be considered by such CMS Licence Holder to be in its opinion appropriate. Any material alteration to the Exercise Price and/or the number of Warrants to the advantage of holders of Warrants shall be approved by the Shareholders in a general meeting, except where the alterations are made pursuant to these Conditions.
- 5.7 Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the Exercise Price and/or the number of Warrants held by each Warrantholder has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, at all times thereafter so long as any of the Warrants remains exercisable make available for inspection at the Warrant Agent's registered office for the time being, a signed copy of the certificate of the Auditors certifying the adjustment to the Exercise Price and/or the number of Warrants and a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any holder of Warrants. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificate(s) for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Register or, in respect of Warrants registered in the name of CDP, to CDP Provided That if additional Warrants are issued to each Warrantholder as a result of an adjustment which is cancelled, revoked or not completed and the number of Warrants held by each Warrantholder is readjusted pursuant to Condition 5.5, such additional Warrants shall be deemed to be cancelled with effect from such date and in such manner as an CMS Licence Holder may consider appropriate.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

Pursuant to Rule 830 of the Listing Manual of the SGX-ST, any adjustment to the Exercise Price and/or the number of Warrants in accordance with the provisions of this Condition 5 will also be announced by the Company through SGXNET.

- 5.8 If the Directors, the CMS Licence Holder and the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another CMS Licence Holder acting as expert and not arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.
- 5.9 If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for, Shares, the Company shall appoint an CMS Licence Holder to consider whether any adjustment is appropriate and if such CMS Licence Holder and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- 5.10 If the Company shall purchase or otherwise acquire Shares issued by it pursuant to the provisions of the Act, the Company shall, if so required by the holders of Warrants by way of a resolution passed at a meeting of the holders of Warrants duly convened, appoint a CMS Licence Holder to consider whether any adjustment is appropriate and if such CMS Licence Holder shall determine that any adjustment is appropriate the Exercise Price and/or the number of Warrants held by each holder of Warrants shall be adjusted accordingly.
- 5.11 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit, including but not limited to the terms and conditions as set out herein for the Warrants.
- 5.12 In giving any certificate or making any adjustment hereunder, the Auditors and the CMS Licence Holder shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on all persons having an interest in the Warrants.
- 5.13 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and Shareholders and agreed to by the Company, the Auditors and the CMS Licence Holder.
- 5.14 In the event of any adjustment to the Exercise Price and/or the number of Warrants held by each holder of Warrants is proposed or required to be made pursuant to the Deed Poll, the relevant party or parties, in exercising or making any discretion, consideration or determination (if applicable) shall, subject to any changes to, supplements, modifications and/or amendments of the accounting standards applicable to the Company from time to time, take into account or have reference to the general principle and intent, which is based on accounting standards applicable to the Company as at the date of execution of the Deed Poll, that such adjustment shall, to the extent possible or permitted, be made in such manner such that the per share value of such adjustment cannot exceed the per share value of the dilution to the interest of the holders of Warrants in the equity of the Company (based on the Shares comprised in the unexercised Warrants held by such holders of Warrants) which would otherwise result from the relevant transaction or event (as contemplated under the relevant Condition) giving rise to such adjustment.
- 5.15 Nothing shall prevent or restrict the buy-back of any class of shares in the Company pursuant to applicable law and the requirements of the SGX-ST. No approval or consent of the Warrantholders shall be required for such share buy-back. There shall be no adjustments to the Exercise Price and number of Warrants by reason of such share buy-back.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

6. Winding-Up of the Company

If a resolution is passed for a members' voluntary winding-up of the Company then:-

- (a) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders, or some person designated by them for such purpose by Extraordinary Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders; and
- (b) in any other case, every Warrantholder shall be entitled, upon and subject to the Conditions, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his Warrant Certificate(s) to the Company with the Exercise Notice(s) duly completed, together with payment of the relevant Exercise Price and having duly complied with all other conditions set out in Conditions 4.1 and 4.2, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Warrants to the extent specified in the Exercise Notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall, if permitted by law, give effect to such election accordingly. The Company shall give notice to the Warrantholders in accordance with Condition 12 of the passing of any such resolution within seven (7) Market Days after the passing thereof.

Subject to the foregoing, if the Company is wound-up for any other reason, all Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Warrants shall cease to be valid for any purpose.

7. Further Issues

Subject to the Conditions, the Company shall be at liberty to issue Shares to Shareholders either for cash or as bonus distributions and further subscription rights upon such terms and conditions as the Company sees fit but the Warrantholders shall not have any participating rights in such issue unless otherwise resolved by the Company in general meeting or in the event of a take-over offer to acquire Shares.

8. Transfer of Warrants

- 8.1 Subject to the provisions contained herein, the Warrants shall be transferable in lots entitling the Warrantholders to subscribe for whole numbers of New Shares and so that no person shall be recognised by the Company as having title to Warrants entitling the holder thereof to subscribe for a fractional part of a New Share or otherwise than as the sole or joint holder of the entirety of such New Share.
- 8.2 Subject to applicable law and other provisions of the Conditions, a Warrant which is not registered in the name of CDP may only be transferred in accordance with the following provisions of this Condition 8.2:-
 - (a) the relevant Warrantholder shall lodge, during normal business hours at the specified office of the Warrant Agent, the relevant Warrant Certificate(s) registered in the name of the Warrantholder together with an instrument of transfer in respect thereof (the "**Transfer Form**"), in the form approved by the Company, duly completed and signed by, or on behalf of, the Warrantholder and the transferee and duly stamped in accordance with any law for the time being in force relating to stamp duty, Provided That the Company and the Warrant Agent may dispense with requiring CDP to sign as transferee any Transfer Form for the transfer of Warrants to CDP; and
 - (b) the Transfer Form shall be accompanied by the registration fee of S\$2 (excluding any goods and services tax) for every Warrant Certificate to be transferred together with any stamp duty and goods and services tax (if any) specified by the Warrant Agent, such evidence as the Warrant Agent may require to determine and verify the due execution of the Transfer Form

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

and payment of the expenses of, and submit, such documents as the Warrant Agent may require to effect delivery of the new Warrant Certificate(s) to be issued in the name of the transferee.

- 8.3 The Warrantholder specified in the Warrant Register or Depository (as the case may be) shall deemed to remain the Warrantholder of the Warrant until the name of the transferee is entered in the Warrant Register by the Warrant Agent or in the Depository Register by CDP (as the case may be).
- 8.4 If the Transfer Form has not been fully or correctly completed by the transferring Warrantholder or the full amount of the fees and expenses due to the Warrant Agent have not been paid to the Warrant Agent, the Warrant Agent shall return such Transfer Form to the transferring Warrantholder, accompanied by written notice of the omission(s) or error(s) and requesting the transferring Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.
- 8.5 If the Transfer Form has been fully and correctly completed, the Warrant Agent shall, as agent for and on behalf of the Company:-
- (a) register the person named in the Transfer Form as transferee in the Warrant Register as the registered holder of the Warrant in place of the transferring Warrantholder;
 - (b) cancel the Warrant Certificate(s) in the name of the transferring Warrantholder; and
 - (c) issue new Warrant Certificate(s) in respect of the Warrants registered in the name of the transferee.
- 8.6 The executors or administrators of a deceased registered Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders) or, if the registered holders of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one (1) or more of several joint holders, the survivor or survivors of such joint holders, shall be the only person(s) recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Company and the Warrant Agent such evidence as may be required by the Company and the Warrant Agent to prove their title, and on the completion of a Transfer Form and payment of the fees and expenses referred to in Conditions 8.2 above, be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made. Conditions 8.4, 8.5 and 8.7 shall apply *mutatis mutandis* to any transfer of the Warrants by such persons.
- 8.7 With respect to Warrants registered in the name of CDP, any transfer of such Warrants shall be effected subject to and in accordance with these Conditions, applicable law and the rules of CDP as amended from time to time and where the Warrants are to be transferred between Depositors, such Warrants must be transferred in the Depository Register by CDP by way of book entry.

9. Replacement of Warrant Certificates

If any Warrant Certificate is lost, stolen, destroyed, mutilated or defaced, it may, subject to applicable law and at the discretion of the Company, be replaced upon the request by the Warrantholder at the specified office of the Warrant Agent on payment of such costs as may be incurred in connection therewith, and on such terms as to evidence, indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Warrant Certificate(s) in respect of the Warrants is subsequently exercised, there will be paid to the Company on demand the market value of the Warrants at the time of the replacement thereof), advertisement, undertaking and otherwise as the Company and/or the Warrant Agent may reasonably require. Mutilated or defaced Warrant Certificates must be surrendered before replacements will be issued. The replacement Warrant Certificate will be issued to the registered holder of the Warrant Certificate replaced.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

10. Warrant Agent not Acting for the Warrantholders

In acting under the Warrant Agency Agreement, the Warrant Agent is, subject to the terms therein, acting solely as agent for the Company for certain specified purposes, and does not assume any obligation or duty to or any relationship of agency or trust for the Warrantholders.

11. Meetings of Warrantholders and Modification

- 11.1 The Deed Poll contains provisions for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution (“**Extraordinary Resolution**”) of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warrantholders holding not less than twenty per cent. (20%) of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons present being Warrantholders or proxies duly appointed by Warrantholders holding or representing over fifty per cent. (50%) of the Warrants for the time being unexercised. At any adjourned meeting, two (2) or more persons present being or representing Warrantholders or proxies duly appointed by the Warrantholders whatever the number of Warrants so held or represented shall form a quorum, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than seventy-five per cent. (75%) or, at any adjournment of such meeting, over fifty per cent. (50%), of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warrantholders shall be binding on all Warrantholders, whether or not they are present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for, any meeting of Warrantholders.

A resolution in writing signed by all the Warrantholders shall be deemed to be a resolution duly passed by the Warrantholders at a meeting of the Warrantholders duly convened.

- 11.2 The Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect:-

- (a) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in its opinion, is not materially prejudicial to the interests of the Warrantholders;
- (b) any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in its opinion, is of a formal, technical or minor nature or to correct a manifest error or to comply with mandatory provisions of Singapore law;
- (c) any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of New Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company’s securities on the Catalist; and/or
- (d) to facilitate scripless settlement of trades of the Warrants or the Shares on Catalist in accordance with the requirements of the SGX-ST or CDP from time to time.

Any such modification shall be binding on the Warrantholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.

- 11.3 Any alteration to the terms and/or conditions of the Warrants after the issue thereof must be subject to the approval of the SGX-ST (if required), except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

11.4 Notwithstanding any other provisions as set out in the Deed Poll, any material alteration to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders and prejudicial to the Shareholders must be approved by the Shareholders in general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants.

11.5 Save as provided by these Conditions, the Company shall not:-

- (a) extend the Exercise Period;
- (b) issue new warrants to replace the Warrants;
- (c) change the Exercise Price; or
- (d) change the exercise ratio of the Warrants.

12. Notices

12.1 All notices to Warrantholders will be valid if published in a leading daily English language newspaper of general circulation in Singapore. If at any time publication in such newspaper is not practicable, notices will be valid if published in such other manner as the Company, with the approval of the Warrant Agent, shall determine. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made.

12.2 The Company shall, not later than one (1) month before the Expiration Date, give notice to the Warrantholders in accordance with this Condition 12, of the Expiration Date and make an announcement of the same to the SGX-ST. The Company shall also, not later than one (1) month before the Expiration Date, take reasonable steps to notify the Warrantholders in writing of the Expiration Date and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Warrant Register or, in the case of Warrantholders whose Warrants are registered in the name of CDP, their addresses as shown in the records of CDP. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

12.3 Without prejudice to the generality of the foregoing, Warrantholders who acquire Warrants after notice of the Expiration Date has been given in accordance with these Conditions shall be deemed to have notice of the expiry of the Exercise Period so long as such notice has been given in accordance with this Condition 12. For the avoidance of doubt, neither the Company nor the Warrant Agent shall in any way be responsible or liable for any claims, proceedings, costs or expenses arising from the failure by the purchaser of the Warrants to be aware of or to receive such notification.

13. Stamp Duty on Exercise of Warrants

The Company shall pay all and any stamp duties and other similar taxes or duties payable in Singapore on or in connection with the initial distribution, and the initial issue, of the Warrant Certificates. Any other stamp duties, similar duties or taxes (if any) or other fees payable (including those payable to CDP) on or arising from the ownership, transfer or exercise of the Warrants, shall be for the account of, and payable by, the relevant Warrantholder.

14. Third Party Rights

Other than the Company, the Warrant Agent and Warrantholders, no person shall have any right to enforce any term or condition of the Warrants, the Deed Poll and these Conditions under the Contracts (Rights of Third Parties) Act Chapter 53B of Singapore.

APPENDIX I – TERMS AND CONDITIONS OF THE WARRANTS

15. Governing Law

- 15.1 The Warrants and these Conditions are governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.
- 15.2 The courts of Singapore are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Warrants and these Conditions and accordingly any legal action or proceedings arising out of or in connection with the Warrants and these Conditions (“**Proceedings**”) may be brought in such courts. The Company irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

NOTES:-

1. The attention of Warrantheolders is drawn to Rule 14 of The Singapore Code on Take-overs and Mergers (the “**Code**”) and Section 139 and 140 of the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”), as amended from time to time. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrantheolders should consider the implications of these provisions before they exercise their respective Warrants. In particular, a Warrantheolder should note that he may be under an obligation to extend a take-over offer of the Company if:-
 - (a) he acquires whether by exercise of the Warrants or otherwise, whether by a series of transactions over a period of time or not, Shares which (taken together with Shares held or acquired by persons acting in concert with him (the term “**acting in concert**” as used herein shall have the meaning ascribed thereto by the Code)) carry thirty per cent. (30%) or more of the voting rights of the Company; or
 - (b) he, together with persons acting in concert with him, holds not less than thirty per cent. (30%) but not more than fifty per cent. (50%) of the voting rights of the Company, and he, or any person acting in concert with him, acquires in any period of six (6) months additional Shares carrying more than one per cent. (1%) of the voting rights of the Company.
2. A Warrantheolder who, after the exercise of his Warrants, holds not less than five per cent. (5%) of the total votes attached to all the voting shares in the Company, is under an obligation to notify the Company and the SGX-ST of his interest in the manner set out in Section 82 and Section 83 of the Act and Sections 135 and 136 of the SFA.

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

1. INTRODUCTION

- 1.1 Entitled Depositors are entitled to receive this Offer Information Statement and the ARE which forms part of this Offer Information Statement. For the purposes of this Offer Information Statement, any reference to an application by way of an Electronic Application without reference to such an Electronic Application being made through an ATM shall, where the Entitled Depositor is a Depository Agent, be taken to include an application made via the SGX-SSH Service.
- 1.2 The provisional allotments of Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution and the instructions in the ARE.

The number of Rights Shares with Warrants provisionally allotted to each Entitled Depositor is indicated in the ARE (fractional entitlements (if any) having been disregarded). The Securities Accounts of Entitled Depositors have been credited by CDP with the provisional allotments of Rights Shares with Warrants as indicated in the ARE. Entitled Depositors may accept their provisional allotments of Rights Shares with Warrants in full or in part and are eligible to apply for Rights Shares in excess of their provisional allotments under the Rights cum Warrants Issue. Full instructions for the acceptance of and payment for the provisional allotments of Rights Shares with Warrants and payment for Excess Rights Shares with Warrants are set out in the Offer Information Statement as well as the ARE.

- 1.3 If an Entitled Depositor wishes to accept his provisional allotment of Rights Shares with Warrants specified in the ARE, in full or in part, and (if applicable) apply for Excess Rights Shares with Warrants, he may do so by way of an Electronic Application or by completing and signing the relevant sections of the ARE. An Entitled Depositor should ensure that the ARE is accurately completed and signed, failing which the acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants may be rejected.

For and on behalf of the Company, CDP reserves the right to refuse to accept any acceptance(s) and (if applicable) excess application(s) if the ARE is not accurately completed and signed or if the “Free Balance” of your Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants accepted as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the ARE or the Offer Information Statement, at CDP’s absolute discretion, and to return all monies received to the person(s) entitled thereto **BY CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of a Participating Bank) or **BY MEANS OF A CROSSED CHEQUE SENT BY ORDINARY POST**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK** or in such other manner as he/they may have agreed with CDP for the payment of any cash distributions without interest or any share of revenue or other benefit arising therefrom (if he/they accept and (if applicable) apply through CDP).

AN ENTITLED DEPOSITOR MAY ACCEPT HIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS SPECIFIED IN HIS ARE AND (IF APPLICABLE) APPLY FOR EXCESS RIGHTS SHARES WITH WARRANTS EITHER THROUGH CDP AND/ OR BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SSH SERVICE.

Where an acceptance, application and/or payment does not conform strictly to the terms set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the Right Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for an Electronic Application, or in the case of an application by the ARE, the ARS, the PAL, and/or any other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such acceptance, application, payment and/or other process of remittances at any time after receipt in such manner as they/it may deem fit.

The Company and CDP shall be entitled to process each application submitted for the acceptance of the provisional allotment of Rights Shares with Warrants, and where applicable, application for Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Shareholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Shareholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application and (if applicable) application for Excess Rights Shares with Warrants.

- 1.4 Unless expressly provided to the contrary in this Offer Information Statement, the ARE and/or the ARS with respect to enforcement against Entitled Depositors or their renounees, a person who is not a party to any contracts made pursuant to this Offer Information Statement, the ARE or the ARS has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B, of Singapore to enforce any term of such contracts. Notwithstanding any term contained herein, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2. MODE OF ACCEPTANCE AND APPLICATION

2.1 Acceptance/Application by way of Electronic Application through an ATM of a Participating Bank

Instructions for Electronic Applications through ATMs to accept the Rights Shares with Warrants provisionally allotted or (if applicable) to apply for Excess Rights Shares with Warrants will appear on the ATM screens of the respective Participating Banks. Please refer to Appendix IV of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of a Participating Bank.

IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, HE WOULD HAVE IRREVOCABLY AUTHORISED THE PARTICIPATING BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT WITH SUCH PARTICIPATING BANK IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE RIGHTS SHARES WITH WARRANTS PROVISIONALLY ALLOTTED TO HIM BY WAY OF THE ARE AND/OR THE ARS AND/OR HAS APPLIED FOR EXCESS RIGHTS SHARES WITH WARRANTS BY WAY OF THE ARE AND ALSO BY WAY OF AN ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK, THE COMPANY AND/OR CDP SHALL BE AUTHORISED AND ENTITLED TO ACCEPT HIS INSTRUCTIONS IN WHICHEVER MODE OR COMBINATION AS THE COMPANY AND/OR CDP MAY, IN THEIR ABSOLUTE DISCRETION, DEEM FIT.

2.2 Acceptance/Application through CDP

If the Entitled Depositor wishes to accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants through CDP, he must:

- (a) complete and sign the ARE. In particular, he must state in Part C(i) of the ARE the total number of Rights Shares with Warrants provisionally allotted to him which he wishes to accept and the number of Excess Rights Shares with Warrants applied for and in Part C(ii) of the ARE the 6 digits of the Cashier's Order/ Banker's Draft; and

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

- (b) deliver the duly completed and original signed ARE accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights Shares accepted and (if applicable) Excess Rights Shares applied for:
- (i) by hand to **VASHION GROUP LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588;**
 - (ii) by post, **AT THE SENDER'S OWN RISK**, in the self-addressed envelope provided, to **VASHION GROUP LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147,**

in each case so as to arrive not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The payment for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for at the Issue Price must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to **"CDP — VASHION RIGHTS ISSUE ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

2.3 Acceptance through the SGX-SSH Service (for Depository Agents only)

Depository Agents may accept the provisional allotment of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants through the SGX-SSH service provided by CDP as listed in Schedule 3 of the Terms and Conditions for User Services for Depository Agents. CDP has been authorised by the Company to receive acceptances on its behalf. Such acceptances and (if applicable) applications will be deemed irrevocable and are subject to each of the terms and conditions contained in the ARE and the Offer Information Statement as if the ARE had been completed and submitted to CDP.

2.4 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Depositor and (if applicable) the Excess Rights Shares with Warrants applied for by the Entitled Depositor; the attention of the Entitled Depositor is drawn to paragraphs 1.3 and 5.2 of this Appendix II which set out the circumstances and manner in which the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf whether under the ARE, the ARS or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue.

2.5 Acceptance of Part of Provisional Allotments of Rights Shares with Warrants and Trading of Provisional Allotments of Rights Shares with Warrants

An Entitled Depositor may choose to accept his provisional allotment of Rights Shares with Warrants specified in the ARE in full or in part. If an Entitled Depositor wishes to accept part of his provisional allotment of Rights Shares with Warrants and trade the balance of his provisional allotment of Rights Shares with Warrants on the SGX-ST, he should:

- (a) complete and sign the ARE for the number of Rights Shares with Warrants provisionally allotted which he wishes to accept and submit the duly completed and original signed ARE

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

together with payment in the prescribed manner as described in paragraph 2.2 above to CDP; or

- (b) accept and subscribe for that part of his provisional allotment of Rights Shares with Warrants by way of Electronic Application(s) in the prescribed manner as described in paragraph 2.1 or 2.3 above.

The balance of his provisional allotment of Rights Shares with Warrants may be sold as soon as dealings therein commence on the SGX-ST.

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the SGX-ST during the provisional allotment trading period should note that the provisional allotments of Rights Shares with Warrants will be tradable in board lots, each board lot comprising provisional allotments of 100 Rights Shares with Warrants, or any other board lot size which the SGX-ST may require. Such Entitled Depositors may start trading in their provisional allotments of Rights Shares with Warrants as soon as dealings therein commence on the SGX-ST. Entitled Depositors who wish to trade in lot sizes other than mentioned above may do so in the unit share market of the SGX-ST during the provisional allotment trading period.

2.6 Sale of Provisional Allotments of Rights Shares with Warrants

The ARE need not be forwarded to the Purchasers as arrangements will be made by CDP for separate ARS to be issued to the Purchasers. Purchasers should note that CDP will, for and on behalf of the Company, send the ARS, accompanied by this Offer Information Statement and other accompanying documents, **BY ORDINARY POST AND AT THE PURCHASERS' OWN RISK**, to their respective Singapore addresses as maintained in the records of CDP. Purchasers should ensure that their ARSs are accurately completed and signed, failing which their acceptances of the provisional allotments of Rights Shares with Warrants may be rejected. Purchasers who do not receive the ARS, accompanied by this Offer Information Statement and other accompanying documents, may obtain the same from CDP or the Share Registrar, for the period up to **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Purchasers should also note that if they make any purchase on or around the last trading day of the nil-paid Rights, this Offer Information Statement and its accompanying documents might not be despatched in time for the subscription of the Rights Shares with Warrants. Purchasers may obtain a copy from The Central Depository (Pte) Limited. Alternatively, you may accept and subscribe by way of Electronic Applications in the prescribed manner as described in paragraph 2.1 above.

This Offer Information Statement and its accompanying documents will not be despatched to Purchasers whose registered addresses with CDP are not in Singapore ("**Foreign Purchasers**"). Foreign Purchasers who wish to accept the provisional allotments of Rights Shares with Warrants credited to their Securities Accounts should make the necessary arrangements with their Depository Agents or stockbrokers in Singapore.

PURCHASERS SHOULD INFORM THEIR FINANCE COMPANIES OR DEPOSITORY AGENTS IF THEIR PURCHASES OF SUCH PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ARE SETTLED THROUGH THESE INTERMEDIARIES. IN SUCH INSTANCES, IF THE PURCHASERS WISH TO ACCEPT THE RIGHTS SHARES WITH WARRANTS REPRESENTED BY THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS PURCHASED, THEY WILL NEED TO GO THROUGH THESE INTERMEDIARIES, WHO WILL THEN ACCEPT THE PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS ON THEIR BEHALF.

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

2.7 Renunciation of Provisional Allotments of Rights Shares with Warrants

Entitled Depositors who wish to renounce in full or in part their provisional allotments of Rights Shares with Warrants in favour of a third party should complete the relevant transfer forms with CDP (including any accompanying documents as may be required by CDP) for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce. Such renunciation shall be made in accordance with the “Terms and Conditions for Operations of Securities Accounts with CDP”, as the same may be amended from time to time, copies of which are available from CDP. As CDP requires at least three (3) Market Days to effect such renunciation, Entitled Depositors who wish to renounce are advised to do so early to allow sufficient time for CDP to send the ARS and other accompanying documents, for and on behalf of the Company, to the renounee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renounee to accept his provisional allotments of Rights Shares with Warrants. The last time and date for acceptance of the provisional allotments of Rights Shares with Warrants and payment for the Rights Shares by the renounee is **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3. COMBINATION APPLICATION

In the event that the Entitled Depositor or the Purchaser accepts his provisional allotments of Rights Shares with Warrants by way of the ARE and/or the ARS and/or has applied for Excess Rights Shares with Warrants by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor or the Purchaser shall be regarded as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and (if applicable) any other acceptance of Rights Shares with Warrants provisionally allotted to him and/or application for Excess Rights Shares with Warrants (including an Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

4. ILLUSTRATIVE EXAMPLES (ASSUMPTION: ON THE BASIS OF TEN (10) RIGHTS SHARES FOR EVERY ONE (1) EXISTING ORDINARY SHARE AT AN ISSUE PRICE OF S\$0.005)

As an illustration, if an Entitled Depositor has 1,000 Shares standing to the credit of his Securities Account as at the Books Closure Date, the Entitled Depositor will be provisionally allotted 10,000 Rights Shares with Warrants as set out in his ARE. The Entitled Depositor’s alternative courses of action, and the necessary procedures to be taken under each course of action, are summarised below:

Alternatives

Procedures to be taken

(a) Accept his entire provisional allotment of 10,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants.

(1) Accept his entire provisional allotment of 10,000 Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

(2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance in full of his provisional allotment of 10,000 Rights Shares with Warrants and (if applicable) the number of Excess Rights Shares with Warrants applied for and forward the original signed ARE together with a single

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

remittance for S\$50.00 (or, if applicable, such higher amount in respect of the total number of Rights Shares with Warrants accepted and Excess Rights Shares with Warrants applied for) by way of a Cashier's Order or Banker's Draft drawn in Singapore currency on a bank in Singapore, and made payable to **"CDP — VASHION RIGHTS ISSUE ACCOUNT"** and crossed **"NOT NEGOTIABLE, A/C PAYEE ONLY"** for the full amount due on acceptance and (if applicable) application, by hand to **VASHION GROUP LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, at 9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588** or by post, at his own risk, in the self-addressed envelope provided to **VASHION GROUP LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** so as to arrive not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) and with the name and Securities Account number of the Entitled Depositor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft.

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

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| <p>(b) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 1,000 provisionally allotted Rights Shares with Warrants, not apply for excess Rights Shares with Warrants and trade the balance on the SGX-ST.</p> | <p>(1) Accept his provisional allotment of 1,000 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than 9.30p.m. on 5 March 2018 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or</p> <p>(2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of his provisional allotment of 1,000 Rights Shares with Warrants, and forward the original signed ARE, together with a single remittance for S\$5.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than 5.00 p.m. on 5 March 2018 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p> |
|--|--|

The balance of the provisional allotment of 9,000 Rights Shares with Warrants which is not accepted by the Entitled Depositor may be traded on the SGX-ST during the provisional allotment trading period. Entitled Depositors should note that the provisional allotments of Rights Shares with Warrants would be tradable in

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

the ready market, each board lot comprising provisional allotments size of 100 Rights Shares with Warrants or any other board lot size which the SGX-ST may require.

- | | |
|--|---|
| <p>(c) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 1,000 provisionally allotted Rights Shares, and reject the balance.</p> | <p>(1) Accept his provisional allotment of 1,000 Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank as described herein not later than 9.30 p.m. on 5 March 2018 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or</p> <p>(2) Complete and sign the ARE in accordance with the instructions contained herein for the acceptance of his provisional allotment of 1,000 Rights Shares with Warrants and forward the original signed ARE, together with a single remittance for S\$5.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than 5.00 p.m. on 5 March 2018 (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).</p> |
|--|---|

The balance of the provisional allotment of 9,000 Rights Shares with Warrants which is not accepted by the Entitled Depositor will automatically lapse and cease to be available for acceptance by that Entitled Depositor if an acceptance is not made through an ATM of a Participating Bank by **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or if an acceptance is not made through CDP by **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

5. TIMING AND OTHER IMPORTANT INFORMATION

5.1 Timing

THE LAST TIME AND DATE FOR ACCEPTANCES AND (IF APPLICABLE) EXCESS APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IN RELATION TO THE RIGHTS CUM WARRANTS ISSUE IS:

- (A) **9.30 P.M. ON 5 MARCH 2018 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH AN ATM OF A PARTICIPATING BANK; AND**
- (B) **5.00 P.M. ON 5 MARCH 2018 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY) IF ACCEPTANCE AND (IF APPLICABLE) EXCESS APPLICATION AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS MADE THROUGH CDP OR SGX-SSH SERVICE.**

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

If acceptance and payment for the Rights Shares with Warrants in the prescribed manner as set out in the ARE, the ARS or the PAL (as the case may be) and this Offer Information Statement is not received through an ATM of a Participating Bank by **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) or through CDP by **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Depositor or Purchaser, the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All moneys received in connection therewith will be returned by CDP for and on behalf of the Company to the Entitled Depositors or the Purchasers, as the case may be, without interest or any share of revenue or other benefit arising therefrom, by ordinary post **AT THE ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing address as maintained in the records of CDP.

IF AN ENTITLED DEPOSITOR OR PURCHASER (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.

5.2 Appropriation

Without prejudice to paragraph 1.3 of this Appendix II, an Entitled Depositor should note that:

- (a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for Excess Right Shares with Warrants, he acknowledges that, in the case where the amount of remittance payable to the Company in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him and (if applicable) in respect of his application for Excess Rights Shares with Warrants as per the instructions received by CDP whether under the ARE, the ARS and/or in any other application form for Rights Shares in relation to the Rights cum Warrants Issue differs from the amount actually received by CDP, the Company and CDP shall be authorised and entitled to determine and appropriate all amounts received by CDP on the Company's behalf for each application on its own whether under the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue as follows: firstly, towards payment of all amounts payable in respect of his acceptance of the Rights Shares with Warrants provisionally allotted to him; and secondly, (if applicable) towards payment of all amounts payable in respect of his application for Excess Rights Shares with Warrants. The determination and appropriation by the Company and CDP shall be conclusive and binding;
- (b) if the Entitled Depositor has attached a remittance to the ARE, the ARS and/or any other application form for Rights Shares with Warrants in relation to the Rights cum Warrants Issue made through CDP, he would have irrevocably authorised the Company and CDP, in applying the amounts payable for his acceptance of the Rights Shares with Warrants and (if applicable) his application for Excess Rights Shares with Warrants, to apply the amount of the remittance which is attached to the ARE, the ARS and/or any other application form for Rights Shares in relation to the Rights cum Warrants Issue made through CDP; and
- (c) in the event that the Entitled Depositor accepts the Rights Shares with Warrants provisionally allotted to him by way of the ARE and/or the ARS and/or has applied for Excess Rights Shares with Warrants by way of the ARE and also by way of Electronic Application(s), the Company and/or CDP shall be authorised and entitled to accept his instructions in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit. Without prejudice to the generality of the foregoing, in such a case, the Entitled Depositor shall be deemed as having irrevocably authorised the Company and/or CDP to apply all amounts received whether under the ARE, the ARS and/or any other acceptance and/or application for Excess Rights Shares with Warrants (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

5.3 Availability of Excess Rights Shares with Warrants

The Excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in the ARE, this Offer Information Statement and (if applicable) the Constitution. Applications for Excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders, the original allottee(s) or their respective renouncee(s) or the Purchaser(s) of the provisional allotments of Rights Shares with Warrants together with the aggregated fractional entitlements to the Rights Shares with Warrants, any unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in the ARE and this Offer Information Statement. In the event that applications are received by the Company for more Excess Rights Shares with Warrants than are available, the Excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company. **CDP TAKES NO RESPONSIBILITY FOR ANY DECISION THAT THE DIRECTORS MAY MAKE.** In the allotment of Excess Rights Shares, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board will rank last in priority. The Company reserves the right to refuse any application for Excess Rights Shares with Warrants, in whole or in part, without assigning any reason whatsoever. In the event that the number of Excess Rights Shares with Warrants allotted to an Entitled Depositor is less than the number of Excess Rights Shares with Warrants applied for, the Entitled Depositor shall be deemed to have accepted the number of Excess Rights Shares with Warrants actually allotted to him.

If no Excess Rights Shares with Warrants are allotted or if the number of Excess Rights Shares with Warrants allotted is less than that applied for, the amount paid on application or the surplus application moneys, as the case may be, will be refunded to such Entitled Depositors, without interest or any share of revenue or other benefit arising therefrom, within three (3) business days after the commencement of trading of the Rights Shares and/or Warrants, by crediting their bank accounts with the Participating Bank **AT THEIR OWN RISK** (if they had applied for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of a Participating Bank), the receipt by such banks being a good discharge to the Company and CDP of their obligations, if any, thereunder, or by means of a crossed cheque in Singapore currency drawn on a bank in Singapore and sent **BY ORDINARY POST AT THEIR OWN RISK** to their mailing address as maintained in the records of CDP or in such other manner as they may have agreed with CDP for the payment of any cash distributions (if they had applied for Excess Rights Shares with Warrants through CDP).

5.4 Deadlines

It should be particularly noted that unless:

- (a) acceptance of the provisional allotment of Rights Shares with Warrants is made by the Entitled Depositors or the Purchasers (as the case may be) by way of an Electronic Application through an ATM of a Participating Bank and payment of the full amount payable for such Rights Shares with Warrants is effected by **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or
- (b) the duly completed and original signed ARE or ARS accompanied by a single remittance for the full amount payable for the relevant number of Rights Shares with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for at the Issue Price, made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**CDP — VASHION RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the names and Securities Account numbers of the Entitled Depositors or the Purchasers (as the case may be) clearly written in

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by hand to **VASHION GROUP LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED**, at **9 NORTH BUONA VISTA DRIVE, #01-19/20 THE METROPOLIS, SINGAPORE 138588** or by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **VASHION GROUP LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, ROBINSON ROAD POST OFFICE, P.O. BOX 1597, SINGAPORE 903147** by **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company); or

- (c) acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants is made by a Depository Agent via the SGX-SSH Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent(s) for the Rights Shares is effected by **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company),

the provisional allotment of Rights Shares with Warrants will be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance

All moneys received in connection therewith will be returned to the Entitled Depositors or the Purchasers (as the case may be) without interest or any share of revenue or other benefit arising therefrom **BY ORDINARY POST** and at the **ENTITLED DEPOSITOR'S OR PURCHASER'S OWN RISK (AS THE CASE MAY BE)** to their mailing addresses as maintained in the records of CDP.

ACCEPTANCES AND/OR APPLICATIONS ACCOMPANIED BY ANY OTHER FORMS OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL NOT BE ACCEPTED.

Certificates

The certificates for the Rights Shares with Warrants and Excess Rights Shares with Warrants will be registered in the name of CDP or its nominee. Upon the crediting of the Rights Shares with Warrants and Excess Rights Shares with Warrants, CDP will send to you, **BY ORDINARY POST AND AT YOUR OWN RISK**, a notification letter showing the number of Rights Shares with Warrants and Excess Rights Shares with Warrants credited to your Securities Account.

5.6 General

For reasons of confidentiality, CDP will not entertain telephone enquiries relating to the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account. You can verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account online if you have registered for CDP Internet Access Service or through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your telephone pin (T-Pin). Alternatively, you may proceed personally to CDP with your identity card or passport to verify the number of Rights Shares with Warrants provisionally allotted and credited to your Securities Account.

It is your responsibility to ensure that the ARE and/or ARS is accurately completed in all respects and signed in its originality. The Company and/or CDP will be authorised and entitled to reject any acceptance and/or application which does not comply with the terms and instructions contained herein and in the ARE and/or ARS, or which is otherwise incomplete, incorrect, unsigned, signed but not in its originality or invalid in any respect. Any decision to reject the ARE and/or ARS on the grounds that it has been signed but not in its originality, incompletely, incorrectly or invalidly signed, completed or submitted will be final and binding, and neither CDP nor the Company accepts any responsibility or liability for the consequences of such a decision.

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS OFFER INFORMATION STATEMENT, ACCEPTANCE OF THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) YOUR APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS IS IRREVOCABLE.

No acknowledgement will be given for any submissions sent by post, deposited into boxes located at CDP's premises or submitted by hand at CDP's counters. You can check the status of your acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) your application for Excess Rights Shares with Warrants through the CDP Automated Phone Services Hotline number (65) 6535-7511 using your T-Pin.

CDP Phone User Guide

1. Dial (65) 6535-7511
2. Press '1' for English; Press '2' Mandarin
3. Press '1' for 'All CDP account related queries'
4. Press '3' for 'Corporate Actions Announcement and Transactions'
5. Press '2' for your rights application status
6. Enter your 12 digit CDP Securities Account number
7. Enter your 6 digit telephone pin

All communications, notices, documents and remittances to be delivered or sent to you will be sent by **ORDINARY POST** to your mailing address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

6. Personal Data Privacy

By completing and delivering an ARE or an ARS and in the case of an Electronic Application, by pressing the "Enter" or "OK" or "Confirm" or "Yes" key, an Entitled Depositor or a Purchaser (i) consents to the collection, use and disclosure of his personal data by the Participating Bank, the Share Registrar, Securities Clearing and Computer Services (Pte) Limited, CDP, CPF Board, the SGX-ST, the Company and the Manager (the "**Relevant Persons**") for the purpose of facilitating his application for the Rights Shares, and in order for the Relevant Persons to comply with any applicable laws, listing rules, regulations and/or guidelines, (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable laws, and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

7. PROCEDURE TO COMPLETE THE ARE / ARS

7.1 Know your holdings and entitlement

A. KNOW YOUR HOLDINGS & ENTITLEMENT

Number of Shares
currently held by you

XX,XXX

This is your
shareholdings as at
Record Date.

Shares as at
XX January 2015
(Record Date)

This is the date to
determine your rights
entitlements.

Number of Rights
Shares provisionally
allotted*

XX,XXX

This is your number of
rights entitlement.

Issue Price

S\$0.0X Per-Rights Share

This is price that you
need to pay when you
subscribe for one
rights share.

7.2 Select your application options

B. SELECT YOUR APPLICATION OPTIONS

1. ATM Follow the procedures set out on the ATM screen and submit your application through an ATM of a Participating Bank by XX September 2015 at 9.30 p.m. Participating Banks are XXX, XXX and XXX.

This is the last date
and time to subscribe
for the rights share
through ATM and
CDP.

2. MAIL Complete section below and submit this form to CDP by XX September at 5.00 p.m.

You can apply your
rights shares through
ATMs of these
participating banks.

(i) Only BANKER'S DRAFT/CASHIER'S ORDER payable to "CDP-XXXXX RIGHTS ISSUE ACCOUNT" will be accepted

(ii) Applications using a PERSONAL CHEQUE,

POSTAL ORDER or MONEY ORDER will be **rejected**

(iii) Write your name and securities account number on the back of the Banker's Draft/Cashier's Order

This is the payee
name to be issued on
your Cashier's Order
where XXXXX is the
name of the issuer.

Note:

- (1) Please refer to the ARE/ARS for the actual holdings, entitlements, Books Closure Date, Issue Price, Closing Date for subscription, list of participating ATM banks and payee name on the Cashier's Order.

APPENDIX II – PROCEDURES FOR ACCEPTANCE, PAYMENT AND EXCESS APPLICATION BY ENTITLED DEPOSITORS

7.3 Declaration

C. DECLARATION

Please read the instructions overleaf and fill in the blanks below accordingly.

i. Total Number of Rights Shares Applied:
(Provisionally Allotted + Excess Rights Shares)

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ii. Cashier's Order/Banker's Draft Details:
(Input last 6 digits of CO/BD)

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Signature of Shareholder(s)

Date

Fill in the total number of the rights shares and excess rights shares (for ARE)/ number of rights shares (for ARS) that you wish to subscribe within the boxes.

Fill in the 6 digits of the CO / BD number (eg.001764) within the boxes.

Sign within the box.

Notes:

- (1) If the total number of Rights Shares with Warrants applied for exceeds the provisional allotted holdings in your CDP Securities Account as at Closing Date, the remaining application will be put under excess and subjected to the excess allocation basis.
- (2) The total number of Rights Shares with Warrants applied for will be based on the cash amount stated in your Cashier's Order/Banker's Draft. The total number of Rights Shares with Warrants will be appropriated accordingly if the applied quantity exceeds this amount.
- (3) Please note to submit one Cashier's Order per application form.

7.4 Sample of a Cashier's Order

CASHIER'S ORDER

PAY CDP - XXXX RIGHTS ISSUE ACCOUNT

SINGAPORE DOLLARS **SEVEN THOUSAND SIX HUNDRED ONLY**

BANK REF. : 0105085000052 S1

VALID FOR SIX MONTHS ONLY FROM DATE OF ISSUE

DATE DD / MM / YY

OR ORDER

S\$ 7,600.00

APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

1. INTRODUCTION

- 1.1 Acceptances of the provisional allotment of Rights Shares with Warrants and/or any application for the Excess Rights Shares with Warrants must be made on the appropriate form(s) accompanying and forming part of this Offer Information Statement. Entitled Scripholders are entitled to receive this Offer Information Statement and the PAL which incorporates the following documents, and forms part of this Offer Information Statement:

PAL incorporating:

Form of Acceptance	Form A
Request for Splitting	Form B
Form of Renunciation	Form C
Form of Nomination	Form D
Excess Rights Shares with Warrants Application Form	Form E

- 1.2 The acceptance of the provisional allotments of Rights Shares with Warrants and application for Excess Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement, (if applicable) the Constitution and the instructions in the PAL.

The number of Rights Shares with Warrants provisionally allotted to each Entitled Scripholder is indicated in the PAL (fractional entitlements (if any) having been disregarded). Entitled Scripholders may accept their provisional allotments of Rights Shares with Warrants in full or in part and are eligible to apply for Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue.

- 1.3 Full instructions for the acceptance of and payment for the provisional allotments of Rights Shares with Warrants and the procedures to be adopted should the Entitled Scripholders wish to renounce, transfer or split all or part of their provisional allotments are set out in this Offer Information Statement as well as the PAL.

- 1.4 **The full amount payable for the relevant number of Rights Shares with Warrants accepted/applied for will be rounded up to the nearest whole cent (if applicable).**

- 1.5 With regard to any acceptance, application and/or payment which does not conform strictly to the terms and conditions of this Offer Information Statement, (if applicable) the Constitution, the instructions in the PAL and/or any other application form for Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue or with the terms and conditions of this Offer Information Statement, or in the case of an application by the ARE, the ARS, the PAL and/or any other acceptance of Rights Shares with Warrants and/or any application for Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed, unsigned, signed but not in its originality or which is accompanied by an improperly or insufficiently drawn remittance or if the “**Free Balance**” of the Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants subscribed as at the last time and date for acceptance, application and payment or for any other reason(s) whatsoever the acceptance and (if applicable) the excess application is in breach of the terms of the PAL or this Offer Information Statement, the Company and/or the Share Registrar may, at their/its absolute discretion, reject or treat as invalid any such application, payment and/or other processes of remittances at any time after receipt in such manner as they/it may deem fit.

- 1.6 The Company and/or the Share Registrar shall be authorised and entitled to process each application submitted for the acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Scripholder or a renounee, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder or renounee. For

APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

the avoidance of doubt, insufficient payment for an application may render the application invalid and evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application submitted for the acceptance of the provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

- 1.7 **Entitled Scripholders who intend to trade any part of their provisional allotment of Rights Shares with Warrants through the SGX-ST will be effected under the book-entry (scripless) settlement system. Accordingly, the PALs will not be valid for delivery pursuant to trades done on the SGX-ST.**
- 1.8 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL in respect of enforcement against Entitled Scripholders or their renounees, a person who is not a party to any contracts made pursuant to this Offer Information Statement and/or the PAL has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.

2. FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

An Entitled Scripholder who wishes to accept all of his provisional allotments of Rights Shares with Warrants or to accept any part of it and decline the balance must:

- (a) complete and sign the Form A (Form of Acceptance) for the number of Rights Shares with Warrants which he wishes to accept; and
- (b) deliver the duly completed and signed original of the PAL, accompanied by **A SINGLE REMITTANCE** for the full amount payment for the relevant number of Rights Shares with Warrants accepted to **VASHION GROUP LTD. C/O THE SHARE REGISTRAR, KCK CORP SERVE PTE. LTD. AT 333 NORTH BRIDGE ROAD #08-00 KH KEA BUILDING SINGAPORE 188721** so as to arrive at the Share Registrar not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

2.2 Insufficient Payment

If no remittance is attached or the remittance attached is less than the full amount payable for the provisional allotment of Rights Shares with Warrants accepted by the Entitled Shareholder, the attention of the Entitled Scripholder is drawn to paragraph 2.3 of Appendix III entitled “**Appropriation**” to this Offer Information Statement which sets out the circumstances and manner in which the Company and/or the Share Registrar shall be authorised and entitled to determine and appropriate all amounts received by the Share Registrar on behalf of the Company whether under the PAL or any other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue.

2.3 Appropriation

An Entitled Scripholder should note that by accepting his provisional allotment of Rights Shares with Warrants, he acknowledges that, the Company and/or the Share Registrar, in determining the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of the provisional allotment of Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft drawn on a bank in Singapore to be applied towards the payment of the provisional allotment of the Rights Shares with Warrants.

APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

3. REQUEST FOR SPLITTING (FORM B) AND FORM OF RENUNCIATION (FORM C)

- 3.1 Entitled Scripholders who wish to accept a portion of their provisional allotments of Rights Shares with Warrants and renounce the balance of their provisional allotments of Rights Shares with Warrants, or who wish to renounce all or part of their provisional allotments of Rights Shares with Warrants in favour of more than one person, should first, using Form B (Request for Splitting) request to have their provisional allotments of Rights Shares with Warrants under the PAL split into separate PALs (the “**Split Letters**”) according to their requirements. The duly completed and signed original of Form B (Request for Splitting) together with the PAL in its **ENTIRETY**, should be delivered, by post, **at the sender’s own risk**, in the self-addressed envelope provided, to **VASHION GROUP LTD. C/O THE SHARE REGISTRAR, KCK CORP SERVE PTE. LTD. AT 333 NORTH BRIDGE ROAD #08-00 KH KEA BUILDING SINGAPORE 188721** so as to arrive at the Share Registrar not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company). Split Letters will then be issued to Entitled Scripholders in accordance with their request. No Split Letters will be issued to Entitled Scripholders if Form B (Request for Splitting) together with the PAL in its **ENTIRETY**, is received after **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

The Company reserves the right to reject any request for Split Letters if, in the opinion of the Directors of the Company, the Rights Shares with Warrants requested for in the Split Letters are in unreasonable denominations. The surrender of the PAL purported to be signed by an Entitled Scripholder shall be conclusive evidence in favour of the Company, the Share Registrar and any other person involved in the Rights Shares with Warrants of the title of the person(s) lodging it, or on whose behalf it is lodged, to deal with the same and to receive Split Letter(s) and to have credited to that person’s Securities Account with CDP the Rights Shares with Warrants allotted to him or, if relevant, to receive physical Share certificate(s) and/or to receive any statement from CDP and/or refund of acceptance or application monies. Instructions relating to acceptance, payment, renunciation, nomination and consolidation set out in the PAL shall apply to Split Letters received consequent upon the original provisional allotment of Rights Shares with Warrants being split.

- 3.2 The Split Letters representing the number of Rights Shares with Warrants which Entitled Scripholder intends to renounce, may be renounced by completing and signing the Form C (Form of Renunciation) before delivery to the renounee. Entitled Scripholders should complete Form A (Form of Acceptance) of the Split Letter(s) representing that part of their provisional allotments of Rights Shares with Warrants they intend to accept, if any, and deliver the duly completed and signed original of the Split Letter(s), accompanied by **A SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights Shares by post, **AT THE SENDER’S OWN RISK**, in the self-addressed envelope provided to **VASHION GROUP LTD. C/O THE SHARE REGISTRAR, KCK CORP SERVE PTE. LTD. AT 333 NORTH BRIDGE ROAD #08-00 KH KEA BUILDING SINGAPORE 188721**, so as to arrive at the Share Registrar not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- 3.3 Entitled Scripholders who wish to renounce their entire provisional allotments of Rights Shares with Warrants in favour of one person, or renounce any part of it in favour of one person and decline the balance, should complete Form C (Form of Renunciation) for the number of provisional allotments of Rights Shares with Warrants which they wish to renounce and deliver the PAL in its **ENTIRETY** to the renounee(s).

4. FORM OF NOMINATION (WITH CONSOLIDATED LISTING FORM) (FORM D)

- 4.1 Each Entitled Scripholder may consolidate the Rights Shares with Warrants provisionally allotted in the PAL together with those comprised in any PAL(s) and/or Split Letter(s) renounced in his favour by completing and signing Form A (Form of Acceptance) and Form D (Form of Nomination) and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL (as hereinafter defined) stated on each of them and

APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

payment of the total amount due may be made with one (1) Cashier's Order or Banker's Draft and drawn on a bank in Singapore and complying with the requirements aforesaid. No receipt or acknowledgement will be issued for any acceptance and (if applicable) application or payment received.

A renouncee who is not an Entitled Scripholder and who wishes to consolidate the provisional allotments of Rights Shares with Warrants comprised in several renounced PALs and/or Split Letters in one (1) name only or in the name of a joint Securities Account should complete Form D (Form of Nomination) of only one (1) PAL or Split Letter (the "**Principal PAL**") by entering therein details of the renounced PALs and/or Split Letters and attaching thereto all the said renounced PALs and/or Split Letters, each duly completed and signed and with the serial number of the Principal PAL stated on each of them.

ALL THE RENOUNCED PALs AND SPLIT LETTERS, EACH DULY COMPLETED AND SIGNED, MUST BE ATTACHED TO FORM A OR FORM D, (AS THE CASE MAY BE).

5. PAYMENT

- 5.1 Payment in relation to the PAL must be made in Singapore currency in the form of a Cashier's Order or Banker's Draft drawn on a bank in Singapore and made payable to "**VASHION GROUP LTD.**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" with the name and address of the Entitled Scripholder or acceptor clearly written in block letters on the reverse side of the Cashier's Order or Banker's Draft. The duly completed and signed original of the PAL, accompanied by a **SINGLE REMITTANCE** for the full amount payable for the relevant number of Rights Shares with Warrants should be addressed and forwarded, by post in the self-addressed envelope provided at the sender's own risk, to **VASHION GROUP LTD. C/O THE SHARE REGISTRAR, KCK CORPserve PTE. LTD. AT 333 NORTH BRIDGE ROAD #08-00 KH KEA BUILDING SINGAPORE 188721** so as to arrive at the Share Registrar not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER MODES OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

- 5.2 If acceptance and payment for the Rights Shares with Warrants in the prescribed manner as set out in the PAL and this Offer Information Statement is not received through the Share Registrar by **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company) from any Entitled Scripholder or renouncees, the provisional allotments of Rights Shares with Warrants shall be deemed to have been declined and shall forthwith lapse and become void and cease to be capable of acceptance, and such provisional allotments not so accepted will be used to satisfy excess applications, if any, or otherwise dealt with in such manner as the Directors may, in their absolute discretion, deem fit. All monies received in connection therewith will be returned by the Share Registrar on behalf of the Company to Entitled Scripholder or renouncees (as the case may be) without interest or any share of revenue or other benefit arising therefrom, **by ordinary post at their own risk** within 14 days after the Closing Date.

6. EXCESS RIGHTS SHARES WITH WARRANTS APPLICATION FORM (FORM E)

- 6.1 Entitled Scripholders who wish to apply for Excess Rights Shares with Warrants in addition to those which have been provisionally allotted to them may do so by delivering the duly completed and signed original of the Form E (Excess Rights Shares with Warrants Application Form), accompanied by a **SEPARATE REMITTANCE** for the full amount payment for the relevant number of Excess Rights Shares with Warrants applied for in the form and manner set out in paragraph 5 above, by post in the self-addressed envelope provided at their own risk to **VASHION GROUP LTD. C/O THE SHARE REGISTRAR, KCK CORPserve PTE. LTD. AT 333 NORTH BRIDGE ROAD**

APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

#08-00 KH KEA BUILDING SINGAPORE 188721 so as to arrive at the Share Registrar not later than **5.00 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

NO COMBINED CASHIER'S ORDER OR BANKER'S DRAFT FOR DIFFERENT SECURITIES ACCOUNTS OR OTHER MODES OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.

For the avoidance of doubt and notwithstanding anything in this Offer Information Statement, only Entitled Shareholders (and not the Purchasers or renounees of Entitled Shareholders) shall be entitled to apply for Excess Rights Shares with Warrants.

Form E is not transferable and may only be used by the Entitled Scripholders named herein.

- 6.2 The Excess Rights Shares with Warrants available for application are subject to the terms and conditions contained in this Offer Information Statement, (if applicable) the Constitution and the instructions in the PAL. Applications for Excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants as are not validly taken up by the Entitled Shareholders; the original allottee(s) or their respective renounee(s) or the Purchaser(s) of the provisional allotment of Rights Shares with Warrants, together with the unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Shares with Warrants that are otherwise not allotted for whatever reason in accordance with the terms and conditions contained in this Offer Information Statement, (if applicable) the Constitution and the instructions contained in the PAL and/or any other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants. In the event that applications are received by the Company for more Excess Rights Shares with Warrants than are available, the Excess Rights Shares with Warrants available will be allotted in such manner as the Directors may, in their absolute discretion, deem fit in the interest of the Company. In the allotment of Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots. Directors and Substantial Shareholders who have control or influence over the Company in connection with the day-to-day affairs of the Company or the terms of the Rights cum Warrants Issue, or have representation (direct or through a nominee) on the Board, will rank last in priority for the rounding of odd lots and allotment of Excess Rights Shares with Warrants.

The Company reserves the right to reject any application for Excess Rights Shares with Warrants, in full or in part, without assigning any reason whatsoever. In the event that the number of Excess Rights Shares with Warrants allotted to an Entitled Scripholder is less than the number of Excess Rights Shares with Warrants applied for, the Entitled Scripholder shall be deemed to have accepted the number of Excess Rights Shares with Warrants actually allotted to him.

- 6.3 If no Excess Rights Shares with Warrants are allotted to Entitled Scripholders or if the number of Excess Rights Shares with Warrants allotted to them is less than that applied for, the amount paid on application or the surplus application monies (as the case may be) will be refunded to the Entitled Scripholder without interest or any share of revenue or other benefit arising therefrom, within 14 days after the Closing Date, by a crossed cheque drawn on a bank in Singapore and sent **BY ORDINARY POST AT THEIR OWN RISK** to their mailing addresses in Singapore as maintained with the Share Registrar.

7. GENERAL

- 7.1 No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.
- 7.2 **IF AN ENTITLED SCRIPHOLDER OR RENOUNCEE (AS THE CASE MAY BE) IS IN ANY DOUBT AS TO THE ACTION HE SHOULD TAKE, HE SHOULD CONSULT HIS LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

APPENDIX III – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

- 7.3 Upon the listing and quotation on the Catalist of the SGX-ST, the Rights Shares with Warrants, when issued, will be traded under the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares with Warrants effected through the SGX-ST and/or CDP shall be made in accordance with CDP's **"Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited"**, as the same may be amended from time to time, copies of which are available from CDP.
- 7.4 **Entitled Scripholders and their renounees who wish to accept the Rights Shares with Warrants provisionally allotted to them and (if applicable) apply for Excess Rights Shares with Warrants, and who wish to trade the Rights Shares with Warrants issued to them on the SGX-ST under the book-entry (scripless) settlement system, should open and maintain Securities Accounts with CDP in their own names (if they do not already maintain such Securities Accounts) in order that the number of Rights Shares with Warrants and, if applicable, the Excess Rights Shares with Warrants that may be allotted to them may be credited by CDP into their Securities Accounts. Entitled Scripholders and their renounees who wish to accept and/or (if applicable) apply for the Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited into their Securities Accounts must fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL. Entitled Scripholders and their renounees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who provide incorrect or invalid Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or whose particulars provided in the forms comprised in the PAL differ from those particulars in their Securities Accounts currently maintained with CDP will be issued physical share certificates in their own names for the Rights Shares with Warrants allotted to them and, if applicable, the Excess Rights Shares with Warrants allotted to them. Such physical share certificates for the Rights Shares with Warrants, if issued, will be forwarded by ordinary post at their own risk and will not be valid for delivery pursuant to trades done on the SGX-ST under the book-entry (scripless) settlement system, although they will continue to be *prima facie* evidence of legal title.**
- 7.5 If the Entitled Scripholder's address stated in the PAL is different from his address registered with CDP, he must inform CDP of his updated address promptly, failing which the notification letter on successful allotments and other correspondence will be sent to his address as maintained with CDP.
- 7.6 A holder of physical share certificate(s), or an Entitled Scripholder who has not deposited his share certificate(s) with CDP but wishes to trade on SGX-ST, must deposit his share certificate(s) with CDP, together with the duly executed instruments of transfer in favour of CDP, and have his Securities Account credited with the number of Rights Shares with Warrants or Existing Shares (as the case may be) before he can effect the desired trade.

THE FINAL TIME AND DATE FOR ACCEPTANCES OF AND/OR EXCESS APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES IS 5.00 PM ON 5 MARCH 2018 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).

8. PERSONAL DATA PRIVACY

By completing and delivering the PAL, an Entitled Shareholder or a renounee (i) consents to the collection, use and disclosure of his personal data by the Relevant Persons (as defined in Appendix II) for the Purposes (as defined in Appendix II); (ii) warrants that where he discloses the personal data of another person, such disclosure is in compliance with applicable law; and (iii) agrees that he will indemnify the Relevant Persons in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his breach of warranty.

APPENDIX IV – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

The procedures for an Electronic Applications are set out on the ATM screens of the Participating Banks (the “**Steps**”). Please read carefully the terms and conditions of this Offer Information Statement, the Steps and the terms and conditions for an Electronic Application set out below before making an Electronic Application. An ATM card issued by one (1) Participating Bank cannot be used to accept and (if applicable) apply for Rights Shares with Warrants at an ATM belonging to other Participating Banks. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM through which such Electronic Application is made will be rejected.

Any reference to the “**Applicant**” in the terms and conditions for an Electronic Application and the Steps shall mean the Entitled Depositor or the Purchaser of the provisional allotment who accepts or (as the case may be) who applies for the Rights Shares with Warrants by way of an Electronic Application. An Applicant must have an existing bank account with and be an ATM cardholder of the Participating Bank before he can make an Electronic Application at the ATM of that Participating Bank.

The actions that the Applicant must take at ATMs of the Participating Bank are set out on the ATM screens of the Participating Bank. Upon the completion of his Electronic Application transaction, the Applicant will receive an ATM transaction slip (the “**Transaction Record**”), confirming the details of his Electronic Application. The Transaction Record is for retention by the Applicant and should not be submitted with any ARE and/or ARS.

An Applicant, including one who has a joint bank account with a Participating Bank, must ensure that he enters his own Securities Account number when using the ATM Card issued to him in his own name. Using his own Securities Account number with an ATM Card which is not issued to him in his own name will render his acceptance or (as the case may be) excess application liable to be rejected.

An Electronic Application shall be made in accordance with, and subject to, the terms and conditions of this Offer Information Statement including but not limited to, the terms and conditions appearing below:

- (1) In connection with his Electronic Application for the Rights Shares with Warrants, the Applicant is required to confirm statements to the following effect in the course of activating the ATM for his Electronic Application:
 - (a) that he has received a copy of this Offer Information Statement and has read, understood and agreed to all the terms and conditions of acceptance and (as the case may be) application for the Rights Shares with Warrants under the Rights cum Warrants Issue and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and
 - (b) that he consents to the disclosure of his name, NRIC/passport number, address, nationality, CDP Securities Account number, and application details (the “**Relevant Particulars**”) from his account with that Participating Bank to the Share Registrar, Securities Clearing & Computer Services (Pte) Ltd, CPF Board, CDP, the SGX-ST, the Manager and the Company (the “**Relevant Parties**”).

His application will not be successfully completed and cannot be recorded as a completed transaction in the ATM unless he presses the “**Enter**” or “**OK**” or “**Confirm**” or “**Yes**” key. By doing so, the Applicant shall be treated as signifying his confirmation of each of the two (2) statements above. In respect of statement 1(b) above, his confirmation, by pressing the “**Enter**” or “**OK**” or “**Confirm**” or “**Yes**” key, shall signify and shall be treated as his written permission, given in accordance with the relevant laws of Singapore including Section 47(2) and the Third Schedule of the Banking Act (Chapter 19) of Singapore, to the disclosure by that Participating Bank of the Relevant Particulars to the Relevant Parties.

- (2) An Applicant may make an Electronic Application for the Rights Shares with Warrants using cash only by authorising such Participating Bank to deduct the full amount payable from his account with such Participating Bank.

APPENDIX IV – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

- (3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept up to the aggregate of the number of Rights Shares with Warrants provisionally allotted and Excess Rights Shares with Warrants applied for as stated on the Transaction Record or the number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants as may be standing to the credit of the **“Free Balance”** of his Securities Account as at the Closing Date. In the event that the Company decides to allot any lesser number of Excess Rights Shares with Warrants or not to allot any number of Excess Rights Shares with Warrants to the Applicant, the Applicant agrees to accept the decision as final and binding.
- (4) If the Applicant’s Electronic Application is successful, his confirmation (by his action of pressing the **“Enter”** or **“OK”** or **“Confirm”** or **“Yes”** key on the ATM) of the number of Rights Shares with Warrants accepted and/or Excess Rights Shares with Warrants applied for shall signify and shall be treated as his acceptance of the number of Rights Shares with Warrants accepted and/or Excess Rights Shares with Warrants applied for that may be allotted to him.
- (5) In the event that the Applicant accepts the Rights Shares with Warrants both by way of the ARE and/or the ARS (as the case may be) and by an Electronic Application, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as they may, in their/its absolute discretion, deem fit. In determining the number of Rights Shares with Warrants which the Applicant has validly given instructions to accept, the Applicant shall be deemed to have irrevocably given instructions to accept the lesser of the number of provisionally allotted Rights Shares with Warrants which are standing to the credit of the **“Free Balance”** of his Securities Account as at the Closing Date and the aggregate number of Rights Shares with Warrants which have been accepted by the Applicant by way of ARE and/or ARS (as the case may be) and by an Electronic Application. The Company and/or CDP, in determining the number of Rights Shares with Warrants which the Applicant has given valid instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptance of Rights Shares with Warrants, whether by way of Banker’s Draft or Cashier’s Order drawn on a bank in Singapore accompanying the ARE and/or ARS (as the case may be) and by an Electronic Application which the Applicant has authorised or is deemed to have authorized to be applied towards the payment in respect of his acceptance.
- (6) If applicable, in the event that the Applicant applies for Excess Rights Shares with Warrants both by way of the ARE and by an Electronic Application, the Company and/or CDP shall be authorised and entitled to accept the Applicant’s instructions in whichever mode or a combination thereof as they may, in their/its absolute discretion, deem fit. In determining the number of Excess Rights Shares with Warrants which the Applicant has validly given instructions to apply for, the Applicant shall be deemed to have irrevocably given instructions to apply for and agreed to accept such number of Excess Rights Shares with Warrants not exceeding the aggregate number of Excess Rights Shares with Warrants for which he has applied by way of ARE and by an Electronic Application. The Company and/or CDP, in determining the number of Excess Rights Shares with Warrants which the Applicant has given valid instructions to apply for, shall be authorised and entitled to have regard to the aggregate amount of payment received for the application of the Excess Rights Shares with Warrants, whether by way of Banker’s Draft or Cashier’s Order drawn on a bank in Singapore accompanying the ARE and by an Electronic Application.
- (7) The Applicant irrevocably requests and authorises the Company to:
- (a) register, or to procure the registration of the Rights Shares with Warrants allotted to the Applicant in the name of CDP for deposit into his Securities Account;
 - (b) return or refund (without interest or any share of revenue or other benefit arising therefrom) the acceptance/application monies, should his Electronic Application in respect of the Rights Shares not be accepted and/or Excess Rights Shares applied for not be accepted by the Company for any reason, by automatically crediting the Applicant’s bank account with his Participating Bank with the relevant amount within 14 days after the Closing Date; and

APPENDIX IV – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

- (c) return or refund (without interest or any share of revenue or other benefit arising therefrom) the balance of the application monies, should his Electronic Application for Excess Rights Shares with Warrants be accepted in part only, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within 14 days after the Closing Date.
- (8) **BY MAKING AN ELECTRONIC APPLICATION, THE APPLICANT CONFIRMS THAT HE IS NOT ACCEPTING/APPLYING FOR THE RIGHTS SHARES WITH WARRANTS AS NOMINEE OF ANY OTHER PERSON.**
- (9) The Applicant irrevocably agrees and acknowledges that his Electronic Application is subject to risks of electrical, electronic, technical and computer-related faults and breakdowns, fires, acts of God, mistakes, losses and theft (in each case whether or not within the control of CDP, the Participating Bank, the Share Registrar, the Manager, the Company and/or the Receiving Bank) and any events whatsoever beyond the control of CDP, the Participating Bank, the Share Registrar, the Manager, the Company, and the Receiving Bank and if, in any such event, CDP and/or the Participating Bank and/or the Share Registrar and/or the Manager and/or the Company and/or the Receiving Bank do not record or receive the Applicant's Electronic Application by **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), or such data or the tape containing such data is lost, corrupted, destroyed or not otherwise accessible, whether wholly or partially for whatever reason, the Applicant shall be deemed not to have made an Electronic Application and the Applicant shall have no claim whatsoever against CDP, the Participating Bank, the Share Registrar, the Company, the Receiving Bank and/or the Manager for any purported acceptance thereof and (if applicable) excess application therefor, or for any compensation, loss or damage in connection therewith or in relation thereto.
- (10) **Electronic Applications may only be made at the ATMs of the Participating Bank from Mondays to Saturdays between 9.00 a.m. to 9.30 p.m. (excluding public holidays).**
- (11) Electronic Applications shall close at **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).
- (12) All particulars of the Applicant in the records of his Participating Bank at the time he makes his Electronic Application shall be deemed to be true and correct and the Participating Bank and the Relevant Parties shall be entitled to rely on the accuracy thereof. If there has been any change in the particulars of the Applicant after the time of the making of his Electronic Application, the Applicant shall promptly notify his Participating Bank.
- (13) The Applicant must have sufficient funds in his bank account(s) with his Participating Bank at the time he makes his Electronic Application, failing which his Electronic Application will not be completed. Any Electronic Application which does not strictly conform to the instructions set out on the ATM screens of such Participating Banks will be rejected.
- (14) Where an Electronic Application is not accepted, it is expected that the full amount of the acceptance/application monies will be refunded in Singapore dollars (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's account with the Participating Bank within 14 days after the Closing Date. An Electronic Application may also be accepted in part, in which case the balance amount of acceptance/application monies will be refunded on the same terms.

APPENDIX IV – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

- (15) In consideration of the Company arranging for Electronic Application facility through the ATMs of the Participating Bank and agreeing to close the Rights cum Warrants Issue at **9.30 p.m. on 5 March 2018** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company), and by making and completing an Electronic Application, the Applicant agrees that:
- (a) his Electronic Application is irrevocable (whether or not to the extent permitted by law, any supplementary or replacement document referred to in Section 241 of the Securities and Futures Act is lodged with the Authority);
 - (b) his Electronic Application, the acceptance by the Company and the contract resulting therefrom shall be governed by and construed in accordance with the laws of Singapore and he irrevocably submits to the exclusive jurisdiction of the Singapore courts;
 - (c) none of the Company, the Manager, CDP, the CPF Board, the Participating Bank, the Receiving Bank nor the Share Registrar shall be liable for any delays, failures or inaccuracies in the recording, storage or in the transmission or delivery of data relating to his Electronic Application to the Company or CDP due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 of Appendix IV to this Offer Information Statement or to any cause beyond their respective control;
 - (d) he will not be entitled to exercise any remedy of rescission or misrepresentation at any time after acceptance of the provisionally allotted Rights Shares with Warrants and (if applicable) his application for Excess Rights Shares with Warrants;
 - (e) in respect of the Rights Shares with Warrants for which his Electronic Application has been successfully completed and not rejected, acceptance of the Applicant's Electronic Application shall be constituted by written notification by or on behalf of the Company and not otherwise, notwithstanding any payment received by or on behalf of the Company; and
 - (f) unless expressly provided to the contrary in this Offer Information Statement or the Electronic Application, a person who is not a party to any contracts made pursuant to this Offer Information Statement or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore, to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement, the consent of any third party is not required for any subsequent agreement by the parties hereto to amend or vary (including any release or compromise of any liability) or terminate such contracts. Where third parties are conferred rights under such contracts, those rights are not assignable or transferable.
- (16) The Applicant should ensure that his personal particulars as recorded by both CDP and the Participating Bank are correct and identical; otherwise, his Electronic Application may be liable to be rejected. The Applicant should promptly inform CDP of any change in his address, failing which the notification letter on successful allotment and other correspondence will be sent to his address in the records of CDP.
- (17) The existence of a trust will not be recognised. Any Electronic Application by an Applicant must be made in his own name and without qualification. The Company will reject any application by any person acting as nominee.
- (18) In the event that the Applicant accepts or subscribes for the provisionally allotted Rights Shares with Warrants or (if applicable) applies for Excess Rights Shares with Warrants (as the case may be) by way of ARE and/or ARS or by way of an Electronic Application, the Rights Shares with Warrants and/or Excess Rights Shares with Warrants will be allotted in such manner as the Company and/or CDP may, in their absolute discretion, deem fit and the surplus acceptance and (if

APPENDIX IV – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH AN ATM OF A PARTICIPATING BANK

applicable) application monies (as the case may be) will be refunded, without interest or any share of revenue or other benefit arising therefrom, within 14 days after the Closing Date by:

- (a) crediting the Applicant's bank account with the Participating Bank at his own risk (if he accepts and (if applicable) applies by way of an Electronic Application), the receipt by such bank being a good discharge to the Company, CDP and the Manager of their obligations, if any, thereunder; and/or
 - (b) a crossed cheque drawn on a bank in Singapore and **SENT BY ORDINARY POST AT HIS OWN RISK** to his mailing addresses in Singapore in the records of CDP, or in such other manner as he may have agreed with CDP for the payment of any cash distributions (if he accepts and (if applicable) applies through CDP).
- (19) The Applicant hereby acknowledges that, in determining the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which he can validly accept, the Company and/or CDP are entitled and the Applicant hereby authorises the Company and/or CDP to take into consideration:
- (a) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which the Applicant has validly accepted, whether under the ARE or any other form of application (including an Electronic Application) for the Rights Shares with Warrants;
 - (b) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants standing to the credit of the **"Free Balance"** of the Applicant's Securities Account which is available for acceptance; and
 - (c) the total number of Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants which has been disposed of by the Applicant.

The Applicant hereby acknowledges that CDP's and/or the Company's determination shall be conclusive and binding on him.

- (20) The Applicant irrevocably requests and authorises CDP to accept instructions from the Participating Bank through whom the Electronic Application is made in respect of the provisional allotment of Rights Shares with Warrants accepted by the Applicant and (if applicable) the Excess Rights Shares with Warrants which the Applicant has applied for.
- (21) With regard to any acceptance, application and/or payment which does not conform strictly to the terms and conditions of this Offer Information Statement, (if applicable) the Constitution, instructions in the ARE and/or ARS and/or any other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue or which does not comply with the instructions for Electronic Application or which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance, or where the **"Free Balance"** of the Applicant's Securities Account is not credited with, or is credited with less than the relevant number of Rights Shares with Warrants subscribed as at the Closing Date, the Company and/or CDP may, at their/its absolute discretion, reject or treat as invalid any such application, payment and/or other processes of remittances at any time after receipt in such manner as they/it may deem fit.
- (22) The Company and/or CDP shall be entitled to process each application submitted for the acceptance of Rights Shares with Warrants, and where applicable, application of Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue and the payment received in relation thereto, pursuant to such application, by an Entitled Shareholder, on its own, without regard to any other application and payment that may be submitted by the same Entitled Shareholder. For the avoidance of doubt, insufficient payment for an application may render the application invalid; evidence of payment (or overpayment) in other applications shall not constitute, or be construed as, an affirmation of such invalid application submitted for the acceptance of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

APPENDIX V – LIST OF PARTICIPATING BANK

PARTICIPATING BANK FOR ELECTRONIC APPLICATIONS THROUGH AN ATM:

1. United Overseas Bank Limited

DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Offer Information Statement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Offer Information Statement constitutes full and true disclosure of all material facts about the Rights cum Warrants Issue, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Offer Information Statement misleading. Where information in this Offer Information Statement 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 Offer Information Statement in its proper form and context.

Dated 14th of February 2018

BOARD OF DIRECTORS OF VASHION GROUP LTD.

Mr Christian Kwok-Leun Yau Heilesen
(Executive Director)

Mr Leung Kwok Kuen Jacob
(Independent Director)

Ms Zhou Jia Lin
(Non-Executive Non-Independent Director)

Mr Leung Yu Tung Stanley
(Independent Director)

Ms Eunice Veon Koh Pei Lee
(Independent Director)