OFFER INFORMATION STATEMENT DATED 2 JUNE 2026
(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 2 June 2026)

THIS OFFER INFORMATION STATEMENT IS IMPORTANT. BEFORE MAKING ANY INVESTMENT IN THE RIGHTS SHARES (AS DEFINED HEREIN), WARRANTS (AS DEFINED HEREIN) OR WARRANT SHARES (AS DEFINED HEREIN) BEING OFFERED, YOU SHOULD CONSIDER THE INFORMATION PROVIDED IN THIS DOCUMENT CAREFULLY, AND CONSIDER WHETHER YOU UNDERSTAND WHAT IS DESCRIBED IN THIS DOCUMENT. YOU SHOULD ALSO CONSIDER WHETHER AN INVESTMENT IN THE RIGHTS SHARES, WARRANTS OR WARRANT SHARES BEING OFFERED IS SUITABLE FOR YOU, TAKING INTO ACCOUNT YOUR INVESTMENT OBJECTIVES AND RISK APPETITE. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL, TAX, OR OTHER PROFESSIONAL ADVISER(S) IMMEDIATELY. YOU ARE RESPONSIBLE FOR YOUR OWN INVESTMENT CHOICES.

Capitalised terms used below which are not otherwise defined herein shall have the same meanings ascribed to them in this offer information statement (the "**Offer Information Statement**").

The securities offered are issued by Singapore Institute of Advanced Medicine Holdings Ltd. (the "**Company**"), an entity whose shares are listed for quotation on the Catalist of the SGX-ST (the "**Catalist**"). **Companies listed on Catalist may carry higher investment risk when compared with larger or more established companies listed on the Main Board 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 this Offer Information Statement that has been lodged with the SGX-ST acting as agent on behalf of the Authority. A copy of this Offer Information Statement, together with a copy of each of the Provisional Allotment Letter (the "**PAL**"), the Application and Acceptance Form for Rights Shares with Warrants and Excess Rights Shares with Warrants (the "**ARE**") and the Application and Acceptance Form for Rights Shares with Warrants (the "**ARS**"), has 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 or the ARS. Neither the Authority nor the SGX-ST assumes any responsibility for the contents of this Offer Information Statement, the PAL, the ARE or the ARS, including the correctness of any of the statements or opinions made or reports contained in this Offer Information Statement, the PAL, the ARE or the ARS. Neither the Authority nor the SGX-ST has, in any way, considered the merits of the Company and/or its subsidiaries, the Rights cum Warrants Issue, the Rights Shares, the Warrants and the Warrant Shares being offered for investment. The lodgement 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 2001 of Singapore (the "**SFA**"), or any other legal or regulatory requirements, or requirements in the SGX-ST's listing rules, have been complied with.

This Offer Information Statement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "**Sponsor**"). It has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this Offer Information Statement, including the correctness of any of the statements or opinions made or reports contained in this Offer Information Statement. The contact person for the Sponsor is Ms. Ng Shi Qing, 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sg.

The Company intends to list the Rights Shares, Warrants and Warrant Shares, and an application has been made for permission for the securities to be listed for quotation on the Catalist. The listing and quotation notice (the "**LQN**") has been obtained from the SGX-ST on 11 May 2026 for the dealing in and the listing of and quotation for the Rights Shares, Warrants and Warrant Shares on the Catalist, subject to compliance with the SGX-ST's listing requirements and certain conditions as set out in the LQN. The LQN granted by the SGX-ST for the admission of, listing of and quotation for the Rights Shares, Warrants and Warrant Shares is not to be taken as an indication of the merits of the Rights Shares, Warrants, Warrant Shares, the Company, its subsidiaries and their securities. The SGX-ST assumes no responsibility for the correctness or accuracy of any of the statements made, reports contained and opinions expressed in this Offer Information Statement. The Rights Shares, Warrants and Warrant Shares will be admitted to the Catalist and the official listing of, and quotation for, the Rights Shares, Warrants and Warrant Shares will commence after all conditions imposed by the SGX-ST are satisfied, including in respect of the Warrants, a sufficient spread of holdings for the Warrants to provide an orderly market in the trading of the Warrants, the certificates relating thereto have been issued and the notification letters from The Central Depository (Pte) Limited ("**CDP**") have been despatched.

IT SHOULD BE NOTED THAT IN THE EVENT OF AN INSUFFICIENT SPREAD OF HOLDINGS FOR THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS, THE WARRANTS MAY NOT BE LISTED AND QUOTED ON THE CATALIST. ACCORDINGLY, HOLDERS OF THE WARRANTS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON THE SGX-ST. HOWEVER, IF HOLDERS OF THE WARRANTS WERE TO EXERCISE THEIR WARRANTS, SUBJECT TO THE TERMS AND CONDITIONS OF THE WARRANTS, TO CONVERT THEIR WARRANTS INTO WARRANT SHARES, SUCH WARRANT SHARES WILL BE LISTED AND QUOTED ON THE CATALIST.

Under Catalist Rule 826, the Company is to ensure a sufficient spread of holdings to provide for an orderly market in the Warrants. As a guide, the SGX-ST expects at least 100 warrantholders for a class of company warrants. Acceptance of applications for the Rights Shares with Warrants and Excess Rights Shares with Warrants will be conditional upon issue of the Rights Shares with Warrants. Monies paid in respect of any application accepted will be returned if the Rights cum Warrants Issue does not proceed. 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. This Offer Information Statement may be accessed at the SGX-ST's website at the URL https://regco.sgx.com/catalodge. In accordance with the Securities and Futures (Offers of Investments) (Temporary Exemption from Sections 277(1)(c) and 305B(1)(b)) Regulations 2020, printed copies of this Offer Information Statement will **NOT** be despatched or disseminated to any person. Printed copies of the ARE and the ARS, in the case of Entitled Depositors, and the PAL, in the case of Entitled Scripholders, and the OIS Notification Letter (as defined herein), will be despatched to Entitled Shareholders.

All documentation relating to the Rights Cum Warrants Issue have been seen and approved by the directors of the Company ("**Directors**") and they 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 proper form and context.

Notification under Section 309B of the SFA – The Rights Shares, Warrants and Warrant Shares are classified as "prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).

This Offer Information Statement and its accompanying documents have 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. This OIS may not be sent to any person or any jurisdiction in which it would not be permissible to make an offer for the Rights Shares, Warrants and Warrant Shares, and does not constitute an offer, invitation or solicitation to anyone in such jurisdiction.

Your attention is drawn to the section on "Risk Factors" of this Offer Information Statement which you should review carefully.

SAM
Singapore Institute of Advanced Medicine Holdings

SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD.

(Incorporated in the Republic of Singapore on 24 November 2011)
(Company Registration Number: 201134046D)

Manager of the Rights cum Warrants Issue

PRIME*n* Partners

PRIMEPARTNERS CORPORATE FINANCE PTE. LTD.

(Incorporated in the Republic of Singapore)
(Company Registration No. 200207389D)

RENOUNCEABLE NON-UNDERWRITTEN RIGHTS CUM WARRANTS ISSUE OF UP TO 492,597,856 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE "SHARES") (THE "RIGHTS SHARES") AT AN ISSUE PRICE OF S$0.031 FOR EACH RIGHTS SHARE (THE "ISSUE PRICE"), WITH UP TO 492,597,856 FREE DETACHABLE WARRANTS (THE "WARRANTS"), EACH WARRANT CARRYING THE RIGHT TO SUBSCRIBE FOR ONE (1) NEW SHARE (THE "WARRANT SHARE") AT AN EXERCISE PRICE OF S$0.050 FOR EACH WARRANT SHARE (THE "EXERCISE PRICE"), ON THE BASIS OF TWO (2) RIGHTS SHARES WITH TWO (2) FREE WARRANTS FOR EVERY FIVE (5) EXISTING SHARES HELD BY THE SHAREHOLDERS AS AT A DATE AND TIME TO BE DETERMINED BY THE DIRECTORS FOR THE PURPOSE OF DETERMINING SHAREHOLDERS' ENTITLEMENT (THE "RECORD DATE"), FRACTIONAL ENTITLEMENTS TO BE DISREGARDED (THE "RIGHTS CUM WARRANTS ISSUE")

IMPORTANT DATES AND TIMES

Last date and time for splitting and trading of Nil-Paid Rights	:	12 June 2026 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights Shares with Warrants	:	18 June 2026 at 5.30 p.m. (or 9.30 p.m. for Electronic Applications through ATMs of the Participating Bank)
Last date and time for renunciation of and the payment for the Rights Shares with Warrants by renouncees	:	18 June 2026 at 5.30 p.m. (or 9.30 p.m. for Electronic Applications through ATMs of the Participating Bank)
Last date and time for application and payment for Excess Rights Shares with Warrants	:	18 June 2026 at 5.30 p.m. (or 9.30 p.m. for Electronic Applications through ATMs of the Participating Bank)

The above is qualified by, and should be read in conjunction with, the section entitled "Expected Timetable of Key Events" of this Offer Information Statement.

IMPORTANT NOTICE

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

This Offer Information Statement is being disseminated electronically through publication on SGXNET and on the Company's website pursuant to regulation 3(2)(a) of the Securities and Futures (Offers of Investments) (Temporary Exemption from Sections 277(1)(c) and 305B(1)(b)) Regulations 2020, and the physical copy of this Offer Information Statement will not be despatched to the Entitled Shareholders and Purchasers. A notification letter will be despatched to the Entitled Shareholders and Purchasers, containing instructions on how they can access the electronic version of this Offer Information Statement.

Notification under Section 309B of the SFA (as defined below): The Rights Shares, Warrants and Warrant Shares are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

For Entitled Depositors (which excludes Entitled Scripholders, SRS Investors and investors who hold Shares through finance companies and/or Depository Agents) and their renouncees, acceptances of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants may be made through CDP or by way of Electronic Application at any ATM of the Participating Bank or an Accepted Electronic Service.

For Entitled Scripholders and their renouncees, acceptances of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants may be made through the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632.

SRS Investors and investors who hold Shares through finance companies and/or Depository Agents should refer to the section entitled "Important Notice to SRS Investors and Investors Who Hold Shares Through a Finance Company and/or Depository Agent" of this Offer Information Statement for important details relating to the offer procedure for them.

For renouncees of Entitled Shareholders or Purchasers of Nil-Paid Rights traded on the SGX-ST during the Rights Trading Period ("Purchasers") whose purchases are settled through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants represented by the Nil-Paid Rights purchased must be done through the respective finance companies or Depository Agents, as the case may be. Such renouncees 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 on their behalf by the Closing Date. Any acceptance of the Rights Shares with Warrants and/or (if applicable) applications for Excess Rights Shares with Warrants made directly through CDP, the Share Registrar and/or the Company, as well as Electronic Applications at ATMs of the Participating Bank or through an Accepted Electronic Service, will be rejected.

IMPORTANT NOTICE

The existing Shares are listed and quoted on the Catalist.

Persons wishing to purchase any Nil-Paid Rights and/or subscribe for the Rights Shares with Warrants offered under this Offer Information Statement should, before deciding whether to purchase or subscribe, carefully read this Offer Information Statement in its entirety in order to make an informed assessment of the affairs of the Company and the Group, including but not limited to the assets and liabilities, profits and losses, financial position, performance, risk factors and prospects of the Company and the Group (as defined herein), and the rights and liabilities attaching to the Rights Shares, Warrants and/or the Warrant Shares. 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 light of their personal circumstances (including financial and taxation affairs). It is recommended that such persons seek professional advice from their stockbroker, bank manager, solicitor, accountant and/or other professional adviser(s) before deciding whether to acquire the Rights Shares, Warrants, Warrant Shares, purchase any Shares or invest in the Company.

No person has been authorised to give any information or to make any representations, other than those contained in this Offer Information Statement, in connection with the Rights cum Warrants Issue or the issue of the Rights Shares, Warrants or the Warrant Shares and, if given or made, such information or representations must not be relied upon as having been authorised by the Company or the Sponsor and Manager.

Save as expressly stated in this Offer Information Statement, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance 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, Rights Shares, Warrants and/or the Warrant Shares 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 or the Group, or any of the information contained herein since the date hereof. Where such changes occur after the date hereof and are material, or are required to be disclosed by law and/or the SGX-ST, the Company may make an announcement of the same via SGXNET and, if required, lodge a supplementary or replacement Offer Information Statement with the SGX-ST, acting as agent of the Authority. All Entitled Shareholders and their renouncees should take note of any such announcement and, upon the release of such announcement or lodgement of such supplementary or replacement document, as the case may be, shall be deemed to have notice of such changes.

Neither the Company nor the Sponsor and Manager and/or any of their respective directors, officers, employees, agents, representatives or advisers is making any representation or warranty in this Offer Information Statement to any person regarding the legality of an investment in the Nil-Paid Rights, Rights Shares, Warrants, 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 and other accompanying documents should be considered to be business, financial, legal or tax advice. Each prospective investor should consult his own professional or other adviser(s) for business, financial, legal or tax advice regarding an investment in the Nil-Paid Rights, Rights Shares, Warrants, Warrant Shares and/or the Shares.

The Company, the Sponsor and Manager of the Rights cum Warrants Issue and/or any of their respective directors, officers, employees, agents, representatives or advisers make no representation, warranty or recommendation whatsoever as to the merits of the Rights cum Warrants Issue, the Nil-Paid Rights, Rights Shares, the Warrants, the Warrant Shares, the Shares, the Company, the Group or any other matter related thereto or in connection therewith. Nothing in this Offer Information Statement or the accompanying documents shall be construed as a recommendation to accept and/or purchase the Nil-Paid Rights, Rights Shares, Warrants, Warrant Shares and/or the Shares. Prospective subscribers of the Nil-Paid Rights, Rights Shares with Warrants, Warrant Shares and/or the Shares should rely on their own investigation of the financial condition and affairs, appraisal and determination of the merits of investing in the Company and the Group and shall be deemed to have done so.

This Offer Information Statement and its accompanying documents have been prepared solely for the purpose of the acceptance and subscription of the Rights Shares with Warrants under the Rights cum Warrants Issue and may not be relied upon by any person other than Entitled Shareholders (and their renouncees and Purchasers purchasing the provisional allotment of Rights Shares with Warrants) to whom it is despatched by the Company and their renouncees, or for any other purpose.

This Offer Information Statement, including the PAL, the ARE and the ARS, may not be used for the purpose of, and do not constitute an offer, invitation or solicitation to anyone in any jurisdiction or under any circumstances in which such 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 or electronic dissemination of this Offer Information Statement and/or its accompanying documents and/or the purchase, exercise of or subscription for the Rights Shares with Warrants or the Nil-Paid Rights 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 those jurisdictions. Entitled Shareholders or any other person having possession of this Offer Information Statement and/or its accompanying documents are advised to inform themselves of and observe such prohibitions and restrictions at their own expense and without liability to the Company and/or the Sponsor and 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.

PrimePartners Corporate Finance Pte. Ltd., as the Sponsor and Manager, has given and has not, before the lodgement of this Offer Information Statement, 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.

IMPORTANT NOTICE TO SRS INVESTORS AND INVESTORS WHO HOLD SHARES THROUGH A FINANCE COMPANY AND/OR DEPOSITORY AGENT

Capitalised terms used below which are not otherwise defined herein shall have the same meanings ascribed to them under the section entitled "**Definitions**" of this Offer Information Statement.

SRS Investors and investors who hold Shares through a finance company and/or Depository Agent can only accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants by instructing their respective SRS Approved Banks in which they hold their SRS Accounts, finance companies and/or Depository Agents, to do so on their behalf in accordance with this Offer Information Statement.

ANY ACCEPTANCE AND/OR (IF APPLICABLE) APPLICATION MADE BY THE ABOVEMENTIONED INVESTORS DIRECTLY THROUGH CDP, THE SHARE REGISTRAR, THE COMPANY AND/OR ELECTRONIC APPLICATIONS THROUGH AN ATM OF THE PARTICIPATING BANK OR ACCEPTED ELECTRONIC SERVICE, WILL BE REJECTED.

The abovementioned persons, where applicable, will receive notification letter(s) from their respective SRS Approved Banks with whom they hold their SRS Accounts, finance companies and/or Depository Agents, as the case may be, and should refer to such notification letter(s) for details of the last date and time to submit acceptances of their Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants to their respective SRS Approved Banks with whom they hold their SRS Accounts, finance companies and/or Depository Agents, as the case may be.

Such Shareholders are advised to provide their respective SRS Approved Banks with whom they hold their SRS Accounts, finance companies and/or Depository Agents, as the case may be, with the appropriate instructions no later than the deadlines set by such intermediaries in order for such intermediaries to make the relevant acceptances of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants on their behalf in accordance with the terms and conditions in this Offer Information Statement and by the Closing Date.

Use of SRS Funds

SRS Investors can only use, subject to applicable SRS rules and regulations, monies standing to the credit of their respective SRS Accounts to pay for the acceptance of their Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

SRS Investors who wish to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants using SRS Funds will need to instruct their respective SRS Approved Banks with whom they hold their SRS Accounts to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with the terms and conditions in this Offer Information Statement.

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 SRS Approved Banks before instructing their respective SRS Approved Banks to accept their Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf.

IMPORTANT NOTICE TO SRS INVESTORS AND INVESTORS WHO HOLD SHARES THROUGH A FINANCE COMPANY AND/OR DEPOSITORY AGENT

SRS Investors should consult their respective SRS Approved Banks regarding the terms and conditions governing such acceptances and applications, as well as the procedures that may be involved in relation to the above. SRS Investors are advised to provide their respective SRS Approved Banks with whom they hold their SRS Accounts with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application by the Closing Date. Any acceptance and/or (if applicable) application made by such SRS Investors directly through CDP, the Share Registrar, the Company and/or Electronic Applications through an ATM of the Participating Bank or an Accepted Electronic Service, will be rejected.

SRS Funds cannot, however, be used for the purchase of the provisional allotments of Rights Shares with Warrants directly from the market.

Holdings through Finance Company and/or Depository Agent

Investors who hold Shares through a finance company and/or Depository Agent will need to instruct their respective finance company and/or Depository Agent, as the case may be, to accept their provisional allotments of 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 investors are advised to provide their respective finance company and/or Depository Agent with the appropriate instructions no later than the deadlines set by their respective finance company and/or Depository Agent in order for their respective finance company and/or Depository Agent to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date.

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CORPORATE INFORMATION

BOARD OF DIRECTORS	:	Khoo Tiam Hock Vernon (Chairman and Independent Director) Dr Djeng Shih Kien (Executive Director and Chief Executive Officer) Yeo Seng Lye Paul (Executive Director and Chief Operating Officer) Dato' Sri Lee Kok Chuan (Non-Executive and Non-Independent Director) Levin Tan Eng Kien (Non-Executive and Non-Independent Director) Gurdip Singh s/o Boor Singh @ Gurdip Singh Khaira (Independent Director) Sumei Shum (Independent Director)
REGISTERED OFFICE	:	1 Biopolis Drive #02-01 Amnios Singapore 138622
SHARE REGISTRAR AND WARRANT AGENT	:	**Boardroom Corporate & Advisory Services Pte. Ltd.** 1 Harbourfront Avenue #14-07 Keppel Bay Tower Singapore 098632
SPONSOR AND MANAGER OF THE RIGHTS CUM WARRANTS ISSUE	:	**PrimePartners Corporate Finance Pte. Ltd.** 16 Collyer Quay #10-00 Collyer Quay Centre Singapore 049318
LEGAL ADVISER TO THE COMPANY IN RELATION TO THE RIGHTS CUM WARRANTS ISSUE	:	**Opal Lawyers LLC** 30 Cecil Street #10-01/02 Prudential Tower Singapore 049712

DEFINITIONS

For the purposes of this Offer Information Statement, the PAL, the ARE and the ARS, the following terms shall, unless the context otherwise requires or unless otherwise stated, have the following meanings:

Companies within the Group

"*Company*"	:	Singapore Institute of Advanced Medicine Holdings Ltd.
"*Group*"	:	The Company and its subsidiaries collectively and "Group Company" means any one of them
"*PTPL*"	:	Proton Therapy Pte. Ltd., a wholly-owned subsidiary of the Company

Other Companies, Organisations and Agencies

"*ACRA*"	:	Accounting and Corporate Regulatory Authority of Singapore
"*Auditors*"	:	Foo Kon Tan LLP, the independent auditors of the Company
"*Authority*" or "*MAS*"	:	Monetary Authority of Singapore
"*Catalist*"	:	The sponsor-supervised listing platform of the SGX-ST
"*Catalist Rules*"	:	The Listing Manual Section B: Rules of Catalist of the SGX-ST, as amended, modified or supplemented from time to time
"*CDP*"	:	The Central Depository (Pte) Limited
"*Manager*" or "*Sponsor*"	:	PrimePartners Corporate Finance Pte. Ltd.
"*Participating Bank*"	:	United Overseas Bank Limited
"*SGX-ST*"	:	Singapore Exchange Securities Trading Limited
"*Share Registrar*" or "*Warrant Agent*"	:	Boardroom Corporate & Advisory Services Pte. Ltd.
"*SIC*"	:	Securities Industry Council
"*SRS Approved Banks*"	:	Approved banks in which SRS Investors hold their accounts under the SRS
"*Unit Share Market*"	:	The unit share market of the SGX-ST which allows for the trading of a single share

General

"*9M*"	:	9-month financial period of the Company ended or ending 31 March (as the case may be)
"*Accepted Electronic Service*"	:	An accepted electronic payment service (such as PayNow) or electronic service delivery networks (such as the SGX Investor Portal)
"*Announcement*"	:	The Company's announcement dated 30 October 2025 in relation to, *inter alia*, the Rights cum Warrants Issue
"*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 Nil-Paid Rights, and for the purposes of applying for excess Rights Shares with Warrants under the Rights cum Warrants Issue
"*ARS*"	:	Application and acceptance form for Rights Shares with Warrants to be issued to Purchasers of the Nil-Paid Rights traded on the SGX-ST through the book-entry (scripless) settlement system
"*ATM(s)*"	:	Automated teller machine(s) of the Participating Bank
"*BLC*"	:	Berjaya Leisure (Cayman) Ltd
"*Berjaya Undertaking Shareholders*"	:	Comprises Espeetex Sdn. Bhd., Berjaya Leisure (Cayman) Ltd and Bizurai Bijak (M) Sdn Bhd, collectively, being subsidiaries and associates of Berjaya Corporation Berhad
"*Bizurai*"	:	Bizurai Bijak (M) Sdn Bhd
"*Board of Directors*" or "*Board*" or "*Directors*"	:	The board of Directors of the Company as at the date of this Offer Information Statement
"*Business Day*"	:	A day (other than a Saturday, Sunday or public holiday) on which banks, the SGX-ST, CDP and the Share Registrar are open for business in Singapore
"*Closing Date*"	:	(a) 5.30 p.m. on 18 June 2026, 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/or renunciation and payment of the Rights cum Warrants Issue through CDP or the Warrant Agent; or

		(b) 9.30 p.m. on 18 June 2026, 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 cum Warrants Issue by way of an Electronic Application at any ATM of the Participating Bank
"*Code*"	:	The Singapore Code on Take-overs and Mergers, as may be amended, modified or supplemented from time to time
"*Companies Act*"	:	The Companies Act 1967 of Singapore, as may be amended, modified or supplemented from time to time
"*Constitution*"	:	The constitution of the Company, as may be amended, modified or supplemented from time to time
"*CSSSB*"	:	Convenience Shopping (Sabah) Sdn Bhd
"*Deed Poll*"	:	The deed poll dated 2 June 2026 executed by the Company for the purpose of constituting the Warrants and containing, *inter alia*, provisions for the protection of the rights and interests of the Warrantholders
"*Electronic Application*"	:	Acceptance of the Rights Shares with Warrants and/or (if applicable) application for Excess Rights Shares with Warrants made through an ATM of the Participating Bank or Accepted Electronic Service in accordance with the terms and conditions of this Offer Information Statement
"*Entitled Depositors*"	:	Shareholders with Shares entered against their names in the Depository Register maintained by CDP as at the Record Date and whose registered addresses with CDP are in Singapore as at the Record Date or who have, at least three (3) Market Days prior to the Record Date, provided CDP with addresses in Singapore for the service of notices and documents
"*Entitled Scripholders*"	:	Shareholders whose share certificates have not been deposited with CDP and who have tendered to the Share Registrar valid transfers of their Shares and the certificates relating thereto for registration up to the Record Date and whose registered addresses with the Share Registrar are in Singapore as at the Record Date or who have, at least three (3) Market Days prior to the Record Date, provided the Share Registrar with addresses in Singapore for the service of notices and documents
"*Entitled Shareholders*"	:	Entitled Depositors and Entitled Scripholders

"*Espeetex*"	:	Espeetex Sdn. Bhd.
"*Excess Applications*"	:	Applications for Excess Rights Shares with Warrants represented by provisional allotments: (a) to: (i) Entitled Shareholders who decline, do not accept or elect not to renounce or sell their provisionally allotted Rights Shares with Warrants during the trading period prescribed by the SGX-ST; or (ii) Shareholders who are not entitled to participate in the Rights cum Warrants Issue which have not been sold during the trading period; or (b) that have not been validly taken up by the original allottees, renouncees of the provisional allotments or the Purchasers
"*Excess Rights Shares with Warrants*"	:	The provisional allotments of Rights Shares with Warrants which are not taken up by Entitled Shareholders as at the close of the Rights cum Warrants Issue, and which may be applied for by the other Entitled Shareholders, in excess of their provisional allotments under the Rights cum Warrants Issue
"*Exercise Period*"	:	The period during which the Warrants may be exercised commencing on and including the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the expiry of 60 months from the date of issue of the Warrants, unless such date is a date on which the Register of Members and/or Register of Warrantholders of the Company is/are closed or is not a Market Day, in which event the Warrants shall expire on the date prior to the closure of the Register of Members and/or Register of Warrantholders of the Company or on the immediately preceding Market Day, as the case may be, but excluding such period(s) during which the Register of Members and/or Register of Warrantholders may be closed, subject to the terms and conditions of the Warrants as set out in the Deed Poll
"*Exercise Price*"	:	The sum payable in respect of each Warrant Share for which Warrantholders may subscribe upon exercise of a Warrant which will be S$0.050 in cash, subject to adjustments under certain circumstances as may for the time being be applicable in accordance with the Deed Poll

DEFINITIONS

"*Exercise Proceeds*"	:	Estimated gross proceeds from the exercise of the Warrants to be issued pursuant to the Rights cum Warrants Issue
"*Existing Share Capital*"	:	The existing issued and paid-up share capital of the Company, comprising 1,231,494,642 Shares as at the Latest Practicable Date
"*Expiry Date*"	:	The last date of the Exercise Period
"*Foreign Purchasers*"	:	Purchasers whose registered addresses with CDP are outside Singapore as at the Record Date and who had not, at least three (3) Market Days prior to the Record Date, provided to CDP addresses in Singapore for the service of notices and documents
"*Foreign Shareholders*"	:	Shareholders whose registered addresses with CDP or the Company are outside Singapore as at the Record Date and who had not, at least three (3) Market Days prior to the Record 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 of the Company ended or ending 30 June (as the case may be)
"*FY2024 Disclaimer Opinion*"	:	The disclaimer of opinion issued by the then external auditors of the Company, PricewaterhouseCoopers LLP, on the consolidated audited financial statements of the Company and the Group for FY2024, in its Independent Auditors' Report dated 9 December 2024
"*FY2025 Disclaimer Opinion*"	:	The disclaimer of opinion issued by the Auditors on the consolidated audited financial statements of the Company and the Group for FY2025, in its Independent Auditors' Report dated 9 October 2025
"*GST*"	:	Goods and Services Tax
"*Irrevocable Undertaking(s)*"	:	The irrevocable undertaking(s) furnished by the respective Undertaking Shareholder(s) to the Company in connection with the Rights cum Warrants Issue
"*Issue Price*"	:	The issue price of the Rights Shares, being S$0.031 per Rights Share

"*Last Traded Price*"	:	The closing price of S$0.037 per Share on the Catalist on 30 October 2025, being the full market day on which the Shares were last transacted prior to the release of the Announcement
"*Latest Practicable Date*"	:	25 May 2026, being the latest practicable date preceding the date of lodgement of this Offer Information Statement
"*LPS*"	:	Loss per Share
"*LQN*"	:	The listing and quotation notice received from the SGX-ST on 11 May 2026 for the dealing in and the listing of and quotation for (i) up to 492,597,856 Rights Shares to be issued by the Company, (ii) up to 492,597,856 Warrants to be issued by the Company, and (iii) up to 492,597,856 Warrant Shares to be issued by the Company upon the exercise of the Warrants, pursuant to the Rights cum Warrants Issue, on the Catalist of the SGX-ST, subject to compliance with the SGX-ST's listing requirements and certain conditions as set out in the listing and quotation notice
"*Market Day*"	:	A day on which the SGX-ST is open for trading in securities
"*Net Proceeds*"	:	Estimated net proceeds from the issue of Rights Shares pursuant to the Rights cum Warrants Issue, after deducting estimated costs and expenses
"*Nil-Paid Rights*"	:	The "nil-paid" provisional entitlements to subscribe for the Rights Shares with Warrants under the Rights cum Warrants Issue
"*NTA*"	:	Net tangible assets
"*OIS*" or "*Offer Information Statement*"	:	This document, together with (where the context requires) the OIS Notification Letter, the PAL, the ARE, the ARS and all other accompanying documents, including any supplementary or replacement documents, which may be 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
"*OIS Notification Letter*"	:	The notification letter to be despatched by the Company on or around 4 June 2026 to Entitled Shareholders and Purchasers containing, among others, instructions on how to access, download and print the electronic version of this Offer Information Statement

"*PAL*"	:	The provisional allotment letter issued to Entitled Scripholders, setting out the provisional allotments of Rights Shares with Warrants of such Entitled Scripholders under the Rights Cum Warrants Issue
"*Purchasers*"	:	Persons purchasing the provisional allotment of Rights Shares with Warrants traded on the SGX-ST under the book-entry (scripless) settlement system
"*Record Date*"	:	5.00 p.m. on 29 May 2026, being the time and date on which the Register of Members and the share transfer books of the Company will be closed for the purpose of determining the provisional allotments of Rights Shares with Warrants to Entitled Shareholders under the Rights cum Warrants Issue
"*Register of Members*"	:	Register of members of the Company
"*Register of Warrantholders*"	:	Register of Warrantholders of the Company to be maintained by the Warrant Agent
"*Revised Maximum Scenario*"	:	Based on the Existing Share Capital, and assuming that all Entitled Shareholders subscribe in full for their Nil-Paid Rights
"*Revised Minimum Scenario*"	:	Based on the Existing Share Capital, and assuming that (i) only the Undertaking Shareholders subscribe for their respective Nil-Paid Rights under the Irrevocable Undertakings, (ii) none of the other Entitled Shareholders subscribe for their respective Nil-Paid Rights, and (iii) Caterine Limited, Crescendas Land Corporation Pte. Ltd. and PHEIM respectively subscribe for the remaining Excess Unsubscribed Rights in excess of their Nil-Paid Rights pursuant to their respective Irrevocable Undertakings
"*Rights cum Warrants Issue*"	:	Renounceable non-underwritten rights cum warrants issue of up to 492,597,856 Rights Shares at the Issue Price, with up to 492,597,856 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price of S$0.050 for each Warrant Share, on the basis of two (2) Rights Shares with two (2) free Warrants for every five (5) existing Shares held by the Shareholders as at the Record Date, fractional entitlements to be disregarded
"*Rights Share(s)*"	:	Up to 492,597,856 new Shares to be allotted and issued by the Company at the Issue Price, pursuant to the Rights cum Warrants Issue

"*Rights Trading Period*"	:	The trading period of the Rights Shares with Warrants on a "nil-paid" basis
"*Securities Account*"	:	A securities account maintained by a Depositor with CDP (but does not include a securities sub-account maintained with a Depository Agent)
"*SFA*"	:	The Securities and Futures Act 2001 of Singapore, as amended, modified or supplemented from time to time
"*SGXNET*"	:	Singapore Exchange Network, a system network used by listed companies in sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
"*Shareholders*"	:	Registered holders of Shares in the Register of Members, except where the registered holder is CDP, the term "Shareholders" shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Shares
"*Share(s)*"	:	Ordinary share(s) in the capital of the Company
"*SRS*"	:	Supplementary Retirement Scheme
"*SRS Accounts*"	:	An account opened by a participant in the SRS from which monies may be withdrawn for, among others, acceptance of the Nil-Paid Rights, the application for Excess Rights Shares with Warrants and/or payment for the subscription of Rights Shares with Warrants under the Rights cum Warrants Issue
"*SRS Funds*"	:	Monies standing to the credit of the SRS Accounts of SRS Investors under the SRS
"*SRS Investors*"	:	Investors who have purchased Shares using their respective SRS contributions and which Shares are held on their behalf by SRS Operators
"*SRS Operators*"	:	Approved agent banks for SRS Investors
"*Substantial Shareholder*"	:	A person (including a corporation) who holds directly or indirectly 5% or more of the total issued voting Shares
"*Take-over Code*"	:	The Singapore Code on Take-overs and Mergers
"*TERP*"	:	Has the meaning ascribed to it in paragraph 2 of Part 6 of this Offer Information Statement

"*Undertaking Shareholders*"	:	The Shareholders who have respectively furnished an Irrevocable Undertaking to the Company in connection with the Rights cum Warrants Issue, namely the Berjaya Undertaking Shareholders, Caterine Limited, Crescendas Land Corporation Pte. Ltd., Dr Djeng Shih Kien, and PHEIM
"*Updated Traded Price*"	:	Has the meaning ascribed to it in paragraph 2 of Part 6 of this Offer Information Statement
"*Updated TERP*"	:	Has the meaning ascribed to it in paragraph 2 of Part 6 of this Offer Information Statement
"*Warrantholder*"	:	In relation to a Warrant, a person for the time being registered in the Register of Warrantholders as the holder or joint holder of that Warrant, except that where the registered holder is CDP and where the context so admits, the Depositor who has Warrants entered against his name in the Depository Register and into whose Securities Account(s) is credited with such Warrant
"*Warrants*", and each a "*Warrant*"	:	Up to 492,597,856 free detachable warrants in registered form to be issued by the Company pursuant to the Rights cum Warrants Issue, and (where the context so admits) such additional Warrants as may be required or permitted to be issued by the Company in accordance with the terms and conditions of the Deed Poll (such additional Warrants to rank *pari passu* with the Warrants and for all purposes to form part of the same series of warrants constituted by the Deed Poll), with each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price, subject to the terms and conditions of the Deed Poll
"*Warrant Share(s)*"	:	The new Share(s) to be issued by the Company, credited as fully paid, upon the exercise of the Warrants, including, where the context admits, such new Shares arising from the exercise of any additional Warrants as may be required or permitted to be issued in accordance with the terms of the Warrants as set out in the Deed Poll

Currencies, Units and Others

"*S$*" and "cents"	:	Singapore dollars and cents, respectively
"*%*" or "*per cent.*"	:	Per centum or percentage

The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the same meanings ascribed to them, respectively, in Section 81SF of the SFA.

The term "**subsidiary**" shall have the same meaning ascribed to it in Section 5 of 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 and *vice versa.* References to persons shall, where applicable, include corporation.

Any reference to the time of day in this Offer Information Statement, the PAL, the ARE and the ARS shall be a reference to Singapore time unless otherwise stated. Any reference to a date and/or time in this Offer Information Statement, the ARE and the ARS (including but not limited to the Closing Date and the last dates and times for splitting, acceptance and payment, renunciation and payment, and Excess Application and payment) shall include such other dates(s) and/or time(s) as may be announced from time to time by or on behalf of the Company.

Any reference in this Offer Information Statement, the PAL, the ARE and the ARS to any statute or enactment is a reference to that statute or enactment for the time being amended or re-enacted. Any word or term defined under the Companies Act, the SFA, the Code or the Catalist Rules or such amendment or statutory modification thereof and used in this Offer Information Statement, the PAL, the ARE and the ARS shall, where applicable, have the same meaning ascribed to it under the Companies Act, the SFA, the Code or the Catalist Rules or such amendment or statutory modification thereof, as the case may be, unless otherwise provided.

The headings in this Offer Information Statement, the PAL, the ARE and the ARS are inserted for convenience only and shall be ignored in construing this Offer Information Statement, the PAL, the ARE and the ARS.

The words "written" and "in writing" include any means of visible reproduction.

Any reference to any agreement or document shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time.

Any discrepancies in the figures herein between the sum of the figures stated and the totals 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 "*we*", "*us*" and "*our*" in this Offer Information Statement is a reference to the Group or any member of the Group as the context requires. References to "*you*", "*your*" and "*yours*" in this document are, as the context so determines, to the Shareholders.

Where any word or expression is defined in this Offer Information Statement, such definition shall extend to the grammatical variations of such word or expression.

Any reference to announcements of or by the Company in this Offer Information Statement, the PAL, the ARE and the ARS includes announcements of or by the Company posted on the website of the SGX-ST at https://www.sgx.com.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

1. ENTITLED SHAREHOLDERS

In order to be eligible for the Rights cum Warrants Issue, a Shareholder must be an Entitled Shareholder, and not be a person to whom it is unlawful to despatch or disseminate (as the case may be) this Offer Information Statement, the OIS Notification Letter, or its accompanying documents (including the PAL, ARE and ARS), or make an invitation under the Rights cum Warrants Issue under any applicable laws, listing rules, regulations and/or guidelines.

All questions as to the eligibility of any person to participate in the Rights cum Warrants Issue, subscribe and/or apply for the Rights Shares with Warrants and as to the validity, form and eligibility (including the time of receipt) of any PAL, ARE or ARS are determined by the Company in its sole discretion. The Company's determination as to whether a person is an Entitled Shareholder and as to whether or when a PAL, ARE or ARS is received, whether the applicable form(s) is/are duly completed and whether acceptance is validly revoked shall be final and binding.

Entitled Shareholders are entitled to participate in the Rights cum Warrants Issue and to receive the OIS Notification Letter together with:

(a) for the Entitled Depositors: the ARE and/or the ARS, being the application form for Rights Shares with Warrants, Excess Rights Shares with Warrants respectively, in respect of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue; or

(b) for the Entitled Scripholders: the PAL, being the provisional allotment letter in respect of their provisional allotments of Rights Shares with Warrants under the Rights cum Warrants Issue,

and other accompanying documents at their respective Singapore addresses as maintained with the records of CDP or the Share Registrar, as the case may be. Printed copies of this Offer Information Statement will not be despatched or disseminated to Entitled Shareholders, but may be accessed at the URL https://regco.sgx.com/catalodge.

Entitled Depositors who do not receive the ARE and/or the ARS may obtain them from CDP or the Share Registrar during the period from the date the Rights cum Warrants Issue commences up to the Closing Date. Entitled Scripholders who do not receive the PAL may obtain them from the Share Registrar during the period up from the date the Rights cum Warrants Issue commences to the Closing Date.

Entitled Shareholders will be provisionally allotted the Rights Shares with Warrants under the Rights cum Warrants Issue on the basis of their shareholdings as at the Record Date, fractional entitlements (if any) being disregarded. In particular, Entitled Depositors will be provisionally allotted the Rights Shares with Warrants on the basis of the number of Shares standing to the credit of their Securities Accounts as at 5.00 p.m. (Singapore time) on the Record Date. Entitled Scripholders will have to submit duly completed and stamped transfers (in respect of Shares not registered in the name of CDP) together with all relevant documents of the title, so as to be received up to 5.00 p.m. (Singapore time) on the Record Date by the Share Registrar, in order to be registered to determine the provisional allotments of the Rights Shares with Warrants.

ELIGIBILITY OF SHAREHOLDERS TO PARTICIPATE IN THE RIGHTS CUM WARRANTS ISSUE

Entitled Shareholders will be at liberty to accept in full or in part, decline or otherwise renounce or in the case of Entitled Depositors only, trade their provisional allotments of the Rights Shares with Warrants on the SGX-ST during the Rights Trading Period prescribed by the SGX-ST, and are eligible to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue. Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' entitlements and will, together with the provisional allotments which are not taken up 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 interest of the Company. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the renouncees) shall be entitled to apply for additional Rights Shares with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue.

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 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 notices and documents will be sent to their last registered mailing address with CDP. Entitled Depositors are reminded that any request to CDP to update their records or to effect any change in address must reach CDP at 4 Shenton Way, #02-01, SGX Centre 2, Singapore 068807, no later than 5.00 p.m. (Singapore time) on a date being three (3) Market Days prior to the Record Date.

Entitled Scripholders should note that all notices and documents will be sent to their last registered address with the Company. Entitled Scripholders are reminded that any request to the Company to update their records or to effect any change in address must reach Singapore Institute of Advanced Medicine Holdings Ltd. c/o the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, #14-07, Keppel Bay Tower, Singapore 098632, not later than 5.00 p.m. (Singapore time) on a date being three (3) Market Days prior to the Record Date.

Entitled Shareholders are encouraged to open Securities Accounts with CDP if they have not already done so and to deposit such share certificates with CDP before the Record Date so that their Securities Accounts may be credited by CDP with their Shares and the provisional allotments of the Rights Shares with Warrants. Entitled Shareholders should note that their Securities Accounts will only be credited with the Shares on the twelfth (12^{th}) Market Day from the date of lodgement of the share certificates with CDP or such later date subject to the completion of the lodgement process.

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 through an ATM of the Participating Bank or an Accepted Electronic Service. Entitled Scripholders 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 the Share Registrar.

For Entitled Shareholders who hold Shares through finance companies or Depository Agents, acceptances and subscriptions of the Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through their respective finance companies or Depository Agents. Any acceptances and/or applications by such investors to accept the provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants made directly to CDP, the Share Registrar, the Company or by way of Electronic Application through an ATM of the Participating Bank or an Accepted Electronic Service will be rejected.

SRS Investors, subject to applicable SRS rules and regulations, may use their SRS Funds to pay for the acceptance of their provisional allotments of the Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants. SRS Investors must instruct the relevant SRS Approved Banks to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants on their behalf in accordance with this Offer Information Statement. In the case of insufficient SRS Funds, subject to the SRS contribution cap, SRS Investors may deposit cash into their SRS accounts with their respective SRS Approved Banks before instructing their respective SRS Approved Banks to accept their provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants. SRS Investors are advised to provide their respective SRS Approved Banks with the appropriate instructions no later than the deadlines set by their respective SRS Approved Banks in order for their respective SRS Approved Banks to make the relevant acceptance and (if applicable) application on their behalf by the Closing Date. SRS Funds may not, however, be used for the purchase of the provisional allotments of the Rights Shares with Warrants directly from the market. Any acceptance of the provisional allotments of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants directly to CDP, the Share Registrar, the Company, or by way of Electronic Application through an ATM of the Participating Bank or an Accepted Electronic Service, will be rejected.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at the Entitled Shareholders' provisional allotments of Rights Shares with Warrants and will, together with the provisional allotments of Rights Shares with Warrants which are not taken up or allotted for any reason, be aggregated and allotted to satisfy Excess Applications (if any), 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 any Excess Rights Shares with Warrants, preference will be given to the rounding of odd lots, and the Directors and the Substantial Shareholders (including the Undertaking 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 will not make any allotment and issuance of any Rights Shares with Warrants (whether through provisional allotments and/or application for 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.

The procedures for, and the terms and conditions applicable to, acceptances, splitting, renunciation and/or sales of the provisional allotments of Rights Shares with Warrants and for the applications for Excess Rights Shares with Warrants, including the different modes of acceptance or application and payment are contained in Appendices IV, V and VI 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 relating to the Rights cum Warrants Issue have been lodged in Singapore with the SGX-ST acting as agent on behalf of the Authority. This Offer Information Statement and its accompanying documents relating to the Rights cum Warrants Issue have not been and will not be registered or lodged in any jurisdiction other than in Singapore. The distribution or dissemination of this Offer Information Statement and its accompanying documents may be prohibited or restricted (either absolutely or subject to relevant securities requirements, whether legal or administrative, being complied with) in certain jurisdictions under the relevant securities laws of those jurisdictions. For practical reasons and in order to avoid any violation of the securities legislation applicable in jurisdictions other than Singapore, the Rights Shares with Warrants will **NOT** be offered to, and this Offer Information Statement and 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 has been made or will be made to Foreign Shareholders and no purported acceptance thereof or application therefor for the Rights Shares with Warrants by any Foreign Shareholder will be valid.

This Offer Information Statement and its accompanying documents will also **NOT** be despatched or disseminated to the Foreign Purchasers. Foreign Purchasers who wish to accept the provisional allotments of the Rights Shares with Warrants credited by CDP to their Securities Accounts should make the necessary arrangements with their respective Depository Agents or stockbrokers in Singapore. Further, any renouncee of an Entitled Scripholder, whose address as stated in the PAL is outside Singapore, will not be entitled to accept the provisional allotment of the Rights Shares with Warrants renounced to him. The Company further reserves the right to reject any acceptances of the Rights Shares with Warrants and/or application for Excess Rights Shares with Warrants where it believes, or has reason to believe, that such acceptance and/or application may violate the applicable legislation of any jurisdiction.

For the avoidance of doubt, even if a Foreign Shareholder has provided a Singapore address as aforesaid, the offer of Nil-Paid Rights and/or Rights Shares with Warrants to him will be subject to compliance with applicable securities laws outside Singapore.

The Company reserves the right to treat as invalid any PAL, ARE or ARS which (a) appears to the Company or its agents to have been executed in any jurisdiction outside Singapore which may violate the applicable legislation of such jurisdiction; (b) provides an address outside Singapore for the receipt of the certificate(s) for the Rights Shares and Warrants or which requires the Company to despatch the Share certificate(s) and/or warrant certificate(s) to an address in any jurisdiction outside Singapore; or (c) purports to exclude any deemed representation or warranty required by the terms of this Offer Information Statement, the PAL, ARE or ARS.

Foreign Shareholders who wish to be eligible to participate in the Rights cum Warrants Issue should provide an address in Singapore for the service of notices and documents at least three (3) Market Days before the Record Date, by notifying, as the case may be, (i) CDP at 4 Shenton Way, #02-01, SGX Centre 2, Singapore 068807; or (ii) Singapore Institute of Advanced Medicine Holdings Ltd., c/o the Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., at 1 Harbourfront Avenue, #14-07, Keppel Bay Tower, Singapore 098632.

If it is practicable to do so, arrangements may, at the discretion of the Company, be made for the provisional allotment of the 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 may, 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 the relevant expenses to be incurred in relation thereto.

The net proceeds from all such sales, after deduction of all expenses therefrom, will be pooled and thereafter distributed among Foreign Shareholders in proportion to their respective shareholdings or, as the case may be, the number of Shares standing to the credit of their respective Securities Accounts as at the Record Date and sent to them **AT THEIR OWN RISK** in such manner as they may have agreed with CDP for the payment of any cash distributions. If the amount of net proceeds distributable to any single Foreign Shareholder is less than S$10.00, such net proceeds will be retained or dealt with as the Directors may, in their absolute discretion, deem fit in the interests of the Company and no Foreign Shareholder or persons acting for the account or benefit of any such persons shall have any claim whatsoever against the Company, the Directors, the Sponsor and Manager, the Share Registrar, the Warrant Agent or CDP 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, decide, and no Foreign Shareholder or persons acting for the account or benefit of any such persons shall have any claim whatsoever against the Company, the Directors, the Sponsor and Manager, the Share Registrar, the Warrant Agent or CDP and/or their respective officers in respect of such sales or proceeds thereof, the provisional allotments of Warrants represented by such provisional allotments.

It is the responsibility of any person (including, without limitation, custodians, nominees and trustees) outside Singapore wishing to take up their Nil-Paid Rights or apply for Excess Rights Shares with Warrants under the Rights cum Warrants Issue to satisfy himself as to the full observance of the laws of any relevant territory in connection therewith, including the obtaining of any governmental or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such territories. The comments set out in this section are intended as a general guide only and any Foreign Shareholder who is in doubt as to his position should consult his professional advisers without delay.

If such provisional allotments of Rights Shares with Warrants cannot be sold 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 allotment will be aggregated and allotted to satisfy excess applications for Rights Shares with Warrants (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 and no Foreign Shareholder or persons acting for the account or benefit of any such persons shall have any claim whatsoever against the Company, the Directors, the Sponsor and Manager, the Share Registrar, the Warrant Agent or CDP and/or their respective officers in connection therewith.

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

Notwithstanding the above, Shareholders and any other person having possession of this Offer Information Statement and its accompanying documents are advised to inform themselves of and to observe any legal requirements applicable thereto. No person in any jurisdiction 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 with Warrants unless such offer, invitation or solicitation could lawfully be made without compliance with any registration or other legal requirements in those territories.

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

In circumstances where an invitation or offer would contravene any registration or other legal or regulatory requirements, this Offer Information Statement, the PAL, the ARE and the ARS must be treated as sent for information only and should not be copied or redistributed.

Receipt of this Offer Information Statement, the ARE, the ARS or the PAL, or the crediting of Nil-Paid Rights or Rights Shares with Warrants to a Securities Account shall not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, this Offer Information Statement and such ARE, ARS or PAL must be treated as sent for information only and should not be copied or redistributed. No person receiving a copy of this Offer Information Statement, an ARE, an ARS or a PAL and/or a credit of Nil-Paid Rights or Rights Shares with Warrants to a Securities Account in any territory other than Singapore may treat the same as constituting an invitation or offer to him or her, nor should he or she in any event use any such ARE, ARS or PAL and/or accept any credit of Nil-Paid Rights or Rights Shares with Warrants to a Securities Account unless, in the relevant territory, such an invitation or offer could lawfully be made to him or her and such ARE, ARS or PAL and/or credit of Rights Shares with Warrants to a Securities Account could lawfully be used or accepted, and any transaction resulting from such use or acceptance could be effected, without contravention of any registration or other legal or regulatory requirements.

Persons (including, without limitation, custodians, nominees and trustees) receiving a copy of this Offer Information Statement and/or an ARE, an ARS or a PAL or whose Securities Accounts are credited with Nil-Paid Rights or Rights Shares with Warrants should not distribute or send the same or transfer such Nil-Paid Rights or Rights Shares or Warrants in or into any jurisdiction where to do so would or might contravene local securities laws or regulations. If this Offer Information Statement, an ARE, an ARS or a PAL or a credit of Rights Shares with Warrants is received by any person in any such territory, or by his agent or nominee, he must not seek to take up the Rights Shares with Warrants, and renounce such Nil-Paid Rights or transfer the Nil-Paid Rights or Rights Shares with Warrants unless the

Company determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, nominees and trustees) who forwards this Offer Information Statement, or an ARE, an ARS or a PAL or transfers Nil-Paid Rights or Rights Shares with Warrants into any such territories (whether pursuant to a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of the relevant sections of this Offer Information Statement.

EXPECTED TIMETABLE OF KEY EVENTS

An indicative timetable for the Rights cum Warrants Issue is set out below (all references are to Singapore dates and times) and is subject to change. Please note that the indicative timetable below is provided on the basis that the Rights Shares, Warrants and Warrant Shares will be listed and quoted on the Catalist. For the events listed which are described as "expected", please refer to future announcement(s) by the Company and/or the SGX-ST for the exact dates of these events.

Last day Shares trade cum-rights	:	26 May 2026
Shares trade ex-rights	:	28 May 2026 from 9.00 a.m.
Record Date	:	29 May 2026 at 5.00 p.m.
Date of lodgement of the Offer Information Statement with the SGX-ST, acting as agent on behalf of the Authority	:	2 June 2026
Despatch of the OIS Notification Letter (together with the PAL, ARE or ARS, as the case may be) to Entitled Shareholders with instructions on how they can access the electronic version of this Offer Information Statement	:	4 June 2026
Commencement of trading of Nil-Paid Rights	:	4 June 2026 from 9.00 a.m.
Commencement of application for Rights Shares with Warrants	:	4 June 2026
Last date and time for splitting and trading of Nil-Paid Rights	:	12 June 2026 at 5.00 p.m.
Last date and time for acceptance of and payment for Rights Shares with Warrants and Excess Applications (including by renouncees)(1)	:	18 June 2026 at 5.30 p.m. (or 9.30 p.m. for Electronic Applications through ATMs of the Participating Bank)
Expected date for issuance of Rights Shares	:	25 June 2026
Expected date for issuance of Warrants	:	25 June 2026
Expected date for crediting of Rights Shares with Warrants	:	26 June 2026
Expected date for refund of unsuccessful or invalid applications (if made through CDP)	:	26 June 2026
Expected date and time for the listing and commencement of trading of Rights Shares on the SGX-ST	:	26 June 2026 at 9.00 a.m.
Expected date and time for the listing and commencement of trading of Warrants on the SGX-ST (subject to there being an adequate spread of holdings of the Warrants to provide an orderly market in the trading of the Warrants)	:	29 June 2026 at 9.00 a.m.

Note:

(1) Investors who hold Shares through finance companies or Depository Agents (including but not limited to SRS Investors), where applicable, will receive notification letter(s) from their respective SRS Operators with whom they hold their SRS Accounts, finance companies and/or Depository Agents (as the case may be), and should refer to such notification letter(s) for details of the last date and time to submit applications to their respective SRS Approved Banks with whom they hold their SRS Accounts, finance companies and/or Depository Agents (as the case may be). Any acceptance of the Rights Shares with Warrants and (if applicable) Excess Applications made or purported to be made by these investors directly through CDP, the Share Registrar, the Company and/or by way of Electronic Application at any ATM of the Participating Bank or Accepted Electronic Service will be rejected. SRS Investors and investors who hold Shares through a finance company and/or Depository Agent should see the section entitled "*Important Notice to SRS Investors and Investors who hold Shares through a Finance Company and/or Depository Agent*" of this Offer Information Statement.

Pursuant to Rule 820(1) of the Catalist Rules, the Rights cum Warrants Issue cannot be withdrawn after the Shares have commenced ex-rights trading. Based on the above timetable, the Shares have commenced ex-rights trading on 28 May 2026 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 above timetable to be modified. However, the Company may, upon consultation with its advisers, and with the approval of the SGX-ST, the Sponsor and Manager and/or CDP, modify the above timetable subject to any limitations under any applicable laws, rules or regulations. In such an event, the Company will publicly announce any modification to the above timetable through an SGXNET announcement to be posted on the SGX-ST's website at https://www.sgx.com.

Please note that if there is an insufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, the Warrants may not be listed and will be issued in registered form by way of Warrant Certificates and the Company will release further announcement(s) at the relevant time. In which case, the above indicative timetable may be amended and the Company will release further announcement(s) as may be appropriate. Where necessary, the Deed Poll may be amended without the consent of holders of the Warrants to address such scenario.

TRADING

1. LISTING OF AND QUOTATION FOR THE RIGHTS SHARES, THE WARRANTS AND THE WARRANT SHARES

The Company has on 11 May 2026 received the LQN from the SGX-ST for the dealing in, listing of and quotation for (i) up to 492,597,856 Rights Shares to be issued by the Company at an issue price of S$0.031 for each Rights Share, (ii) up to 492,597,856 Warrants to be issued by the Company, each Warrant carrying the right to subscribe for one Warrant Share at an exercise price of S$0.050 for each Warrant Share, and (iii) up to 492,597,856 Warrant Shares to be issued by the Company upon the exercise of the Warrants, pursuant to the Rights cum Warrants Issue, on the Catalist of the SGX-ST, subject to the Company's compliance with the listing requirements of the SGX-ST and certain conditions as set out in the LQN.

The LQN granted by the SGX-ST for the dealing in, listing of and quotation for the Rights Shares, Warrants and Warrant Shares on the Catalist of the SGX-ST is in no way reflective of and 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/or their securities. The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Offer Information Statement.

Upon the listing of and quotation for the Rights Shares, Warrants and Warrant Shares respectively on the Catalist of the SGX-ST, the Rights Shares, Warrants and Warrant Shares respectively will be traded on the Catalist of the SGX-ST under the book-entry (scripless) settlement system. All dealings in, and transactions (including transfers) in relation to the Rights Shares, Warrants and Warrant Shares effected through the Catalist and/or CDP shall be made in accordance with CDP's "*CDP Operation of Securities Accounts with the Depository Terms and Conditions*", the "*Terms and Conditions for CDP to act as Depository for the Rights Shares*" and the "*Terms and Conditions for CDP 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.

IT SHOULD BE NOTED THAT IN THE EVENT OF AN INSUFFICIENT SPREAD OF HOLDINGS FOR THE WARRANTS TO PROVIDE FOR AN ORDERLY MARKET IN THE TRADING OF THE WARRANTS, THE WARRANTS MAY NOT BE LISTED AND QUOTED ON THE CATALIST. ACCORDINGLY, HOLDERS OF THE WARRANTS WILL NOT BE ABLE TO TRADE THEIR WARRANTS ON THE SGX-ST. HOWEVER, IF HOLDERS OF THE WARRANTS WERE TO EXERCISE THEIR WARRANTS, SUBJECT TO THE TERMS AND CONDITIONS OF THE WARRANTS, TO CONVERT THEIR WARRANTS INTO WARRANT SHARES, SUCH WARRANT SHARES WILL BE LISTED AND QUOTED ON THE CATALIST OF THE SGX-ST.

2. ARRANGEMENTS FOR SCRIPLESS TRADING

To facilitate scripless trading, Entitled Scripholders and their renouncees 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 Catalist of 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 renouncees who wish to accept the Rights Shares with Warrants provisionally allotted to them and/or apply for the Excess Rights Shares with Warrants and have their Rights Shares with Warrants credited by CDP into their Securities Accounts must fill in their Securities Account numbers and/or National Registration Identity Card ("**NRIC**")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL.

Entitled Scripholders and their renouncees who fail to fill in their Securities Account numbers and/or NRIC/passport numbers (for individuals) or registration numbers (for corporations) or who have provided 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 and Warrant certificates in their own names for the Rights Shares and Warrants allotted to them and if applicable, the Excess Rights Shares with Warrants allotted to them. Physical Share certificates and Warrant certificates, if issued, will be forwarded to them by ordinary post **AT THEIR OWN RISK** 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 address stated in the PAL is different from the address registered with the Share Registrar, he must inform the Share Registrar of his updated address promptly, failing which the notification letter on successful allotment and other correspondence will be sent to his address last registered with the Share Registrar.

A holder of physical Share certificate(s) and/or Warrant certificate(s) of the Company or an Entitled Scripholder who has not deposited his Share certificate(s) and/or Warrant certificate(s) with CDP but wishes to trade on the Catalist of the SGX-ST, must deposit with CDP the respective Share certificate(s) and/or Warrant certificate(s), together with the duly executed instrument(s) of transfer in favour of CDP, pay the applicable fees (if any) and have his Securities Account credited with the number of Rights Shares and Warrants and/or existing Shares, as the case may be, before he can effect the desired trade.

3. TRADING OF PROVISIONAL ALLOTMENTS OF RIGHTS SHARES WITH WARRANTS

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares with Warrants on the Catalist of the SGX-ST during the Rights 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 Catalist of 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 Rights Trading Period.

4. TRADING OF ODD LOTS

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

Shareholders are to note that the Shares are quoted on the Catalist in board lot sizes of 100 Shares. For the purpose of trading on the Catalist, each board lot of Shares will comprise 100 Shares. **Entitled Shareholders should note that the Rights cum Warrants Issue may result in them holding odd lots of Rights Shares and Warrants (that is, lots other than board lots of 100 Shares or Warrants).**

Entitled Depositors who wish to trade all or part of their provisional allotments of Rights Shares on the Catalist through the book-entry (scripless) settlement system during the provisional allotments trading period should note that the provisional allotments of Rights Shares 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. Such Entitled Depositors may start trading in their provisional allotments of Rights Shares as soon as dealings therein commence on the Catalist.

Following the Rights cum Warrants Issue, Entitled Shareholders who hold odd lots of the Rights Shares and Warrants (i.e. less than 100 Shares or Warrants) and who wish to trade in odd lots on the Catalist will be able to do so on the Unit Share Market of the SGX-ST. The market for trading of such odd lots of Rights Shares or Warrants may be illiquid. There is no assurance that Entitled Shareholders who hold odd lots of the Rights Shares or Warrants will be able to acquire such number of Rights Shares or Warrants, as the case maybe, to make up one board lot of 100 Rights Shares or Warrants, or to dispose of their odd lots (whether in part or in whole) on the Unit Share Market of the SGX-ST. Shareholders who hold odd lots of Shares may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Rights Shares or Warrants.

5. TRADING OF SHARES OF COMPANIES LISTED ON THE CATALIST

Companies listed on the Catalist may carry higher investment risk when compared with larger or more established companies listed on the Main Board of the SGX-ST. In particular, companies may list on the Catalist without a track record of profitability and there is no assurance that there will be a liquid market in the securities traded on the 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 adviser.

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, Directors or employees 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 "anticipate", "believe", "could", "estimate", "expect", "forecast", "if", "intend", "may", "plan", "possible", "probable", "project", "should", "will" and "would" or similar words. 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.

Given the risks (both known and unknown), 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 statements. The Group's actual results, performance or achievements may differ materially from those anticipated in these forward-looking statements. Neither the Company, the Sponsor and Manager nor any other person represents or warrants that the Group's actual future results, performance or achievements will be as discussed in those forward-looking statements.

In light of the ongoing uncertainties in the global financial markets and its contagion effect on the real economy, any forward-looking statements contained in this Offer Information Statement must be considered with significant caution and reservation.

Further, the Company, the Sponsor and Manager disclaim any responsibility to update any of those forward-looking statements or publicly announce any revisions to those 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. However, the Company may make an announcement to the SGX-ST and, if required, lodge a supplementary or replacement document with the SGX-ST acting as agent on behalf of the Authority in the event, *inter alia,* that it becomes aware of a new development, event or circumstance that has arisen since the lodgement of this Offer Information Statement with the SGX-ST (acting as agent on behalf of the Authority), but before the Closing Date of the Rights cum Warrants Issue and that is materially adverse from the point of view of an investor or required to be disclosed pursuant to law and/or the SGX-ST. The Company is also subject to the provisions of the Catalist Rules regarding corporate disclosure.

TAKE-OVER LIMITS

The Code regulates the acquisition of ordinary shares of, *inter alia*, public listed companies, including the Company. Under Rule 14 of the Code, 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 30.0% or more of the voting rights of the company; or

(b) any person who, together with parties acting in concert with him, holds not less than 30.0% but not more than 50.0% of the voting rights of the company and such person, or any party acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1.0% of the voting rights of the company,

such person must extend a mandatory general offer immediately to the shareholders for the remaining shares in the company in accordance with the provisions of the Code. In addition to such person, each of the principal members of the group of parties acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

In general, the acquisition of instruments convertible into, rights to subscribe for and options in respect of new shares which carry voting rights (such as the subscription for the Rights Shares with Warrants under the Rights cum Warrants Issue) does not give rise to an obligation to make a mandatory general offer under the Code. However, the exercise of any conversion or subscription rights or options will be considered to be an acquisition of voting rights for the purpose of the Code.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory general offer under the Code as a result of any acquisition of Rights Shares with Warrants pursuant to the Rights cum Warrants Issue or the acceptance of the provisional allotment of Rights Shares with Warrants or the application for Excess Rights Shares with Warrants, should consult the SIC and/or their professional advisers immediately.

Rule 820(2) of the Catalist Rules provides that the SGX-ST may permit an issuer to scale down a shareholder's application to subscribe for a rights issue to avoid placing such shareholder in a position of incurring a mandatory general offer obligation under the Take-over Code as a result of other shareholders not taking up their rights entitlements fully.

Accordingly, depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, and upon approval of the Sponsor and Manager and/or the SGX-ST, scale down the subscription for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants by any Entitled Shareholder to avoid placing the relevant Entitled Shareholder and parties acting in concert with such Entitled Shareholder in the position of incurring a mandatory general offer obligation under the Take-over Code as a result of other Entitled Shareholders not taking up, whether partly or in full, their provisional allotments of the Rights Shares with Warrants.

OFFERING, SELLING AND TRANSFER RESTRICTIONS

No action has been taken or will be taken to permit a public offering of the Nil-Paid Rights with Warrants, or the Warrant Shares to occur in any jurisdiction, or the possession, circulation, or distribution of this Offer Information Statement, any accompanying documents or any other material relating to the Company, the Nil-Paid Rights with Warrants, or the Warrant Shares in any jurisdiction where action for such purpose is required, except that this Offer Information Statement has been lodged with the SGX-ST acting as agent on behalf of the Authority. Accordingly, the Nil-Paid Rights with Warrants, and the Warrant Shares may not be offered or sold, directly or indirectly, and none of this Offer Information Statement, any accompanying documents or any offering materials or advertisements in connection with the Nil-Paid Rights with Warrants, or the Warrant Shares may be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. Investors are advised to consult their legal counsel prior to accepting any Nil-Paid Rights with Warrants, applying for Excess Nil-Paid Rights with Warrants or making any offer, sale, resale, pledge or other transfer of the Nil-Paid Rights with Warrants, or the Warrant Shares.

This Offer Information Statement and its accompanying documents are made available to you solely for your information and may not be reproduced, redistributed or passed on, directly or indirectly, to any other person or published, in whole or in part, for any purpose.

This Offer Information Statement shall not constitute an offer to sell or a solicitation of an offer to buy shares or other securities, including the Nil-Paid Rights with Warrants, and the Warrant Shares where such offer or solicitation would be unlawful. This Offer Information Statement may not be sent to any person or any jurisdiction in which it would not be permissible to deliver the Nil-Paid Rights with Warrants, and the Warrant Shares or make an offer of the Nil-Paid Rights with Warrants, and the Warrant Shares, and the Nil-Paid Rights with Warrants, and the Warrant Shares may not be offered, sold, resold, transferred or delivered, directly or indirectly, to any such person or in any such jurisdiction. The distribution or dissemination of this Offer Information Statement and/or the transfer of the Nil-Paid Rights with Warrants, and the Warrant Shares into jurisdictions other than Singapore may be prohibited or restricted by law. Persons into whose possession this Offer Information Statement comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Company and the Sponsor and Manager have not taken any action, nor will the Company and the Sponsor and Manager take any action, in any jurisdiction other than Singapore that would permit a public offering of the Nil-Paid Rights or the Rights Shares with Warrants, or the possession, circulation or distribution of this Offer Information Statement or any other material relating to the Company, the Nil-Paid Rights or the Rights Shares with Warrants in any jurisdiction other than Singapore where action for that purpose is required. Accordingly, each purchaser of Nil-Paid Rights and/or Rights Shares with Warrants may not offer or sell, directly or indirectly, any Rights Shares with Warrants or Nil-Paid Rights and may not distribute or publish this Offer Information Statement or any other offering material or advertisements in connection with the Nil-Paid Rights or the Rights Shares with Warrants in or from any country or jurisdiction except in compliance with any applicable rules and regulations of such country or jurisdiction.

DISCLOSURE REQUIREMENTS UNDER THE SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SECURITIES AND SECURITIES-BASED DERIVATIVES CONTRACTS) REGULATIONS 2018

PART 2: IDENTITY OF DIRECTORS, ADVISERS AND AGENTS

Directors

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

Name of Directors	Address	Position
Khoo Tiam Hock Vernon	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	Independent Director and Chairman
Dr Djeng Shih Kien	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	Executive Director and Chief Executive Officer
Yeo Seng Lye Paul	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	Executive Director and Chief Operating Officer
Dato' Sri Lee Kok Chuan	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	Non-Executive and Non-Independent Director
Levin Tan Eng Kien	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	Non-Executive and Non-Independent Director
Gurdip Singh S/O Boor Singh	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	Independent Director
Sumei Shum	c/o 1 Biopolis Drive, #02-01, Amnios, Singapore 138622	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 adviser for or in relation to the offer, if any.

Role		**Name and Address of Adviser**
Manager to the Rights cum Warrants Issue	:	PrimePartners Corporate Finance Pte. Ltd. 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318
Underwriter to the Rights cum Warrants Issue	:	Not applicable. The Rights cum Warrants Issue is not underwritten.
Legal Adviser to the Company in relation to the Rights cum Warrants Issue	:	Opal Lawyers LLC 30 Cecil Street #10-01/02 Prudential Tower Singapore 049712

Registrars and Agents

3. Provide the names and addresses of the relevant entity's registrars, transfer agents and receiving bankers for the securities or securities-based derivatives contracts being offered, where applicable.

Role		**Name and Address**
Share Registrar and Warrant Agent	:	Boardroom Corporate & Advisory Services Pte. Ltd. 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632
Receiving Banker	:	Malayan Banking Berhad, Singapore Branch 2 Battery Road Maybank Tower Singapore 049907

PART 3: OFFER STATISTICS AND TIMETABLE

Offer Statistics

1. For each method of offer, state the number of the securities or securities-based derivatives contracts being offered.

Method of Offer	:	Renounceable and non-underwritten Rights cum Warrants Issue of Rights Shares with free detachable Warrants.
Basis of Allotment	:	Two (2) Rights Shares with two (2) free Warrants for every five (5) existing Shares held by the Shareholders as at the Record Date, fractional entitlements to be disregarded.
Issue Price	:	S$0.031 for each Rights Share
Number of Rights Shares	:	Up to 492,597,856 Rights Shares
Number of Warrants	:	Up to 492,597,856 Warrants
Status of the Rights Shares	:	The Rights Shares will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the Record Date of which falls on or after the date of issue of the Rights Shares.
Subscription Rights and Status of Warrant Shares	:	Each Warrant shall entitle the Warrantholder to subscribe for one (1) Warrant Share at the Exercise Price. The Warrant Shares arising from the exercise of the Warrants will, upon allotment and issue, rank *pari passu* in all respects with the then existing issued Shares for any dividends, rights, allotments or other distributions, the record date for which falls on or after the date of issue of the Warrant Shares, save as may be otherwise provided in the Deed Poll.

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 this Part 3.

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 the 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.

Details of the offer procedure for the Rights cum Warrants Issue are set out below:

Offer Period	:	Please refer to the section entitled "*Expected Timetable of Key Events*" of this Offer Information Statement. As at the Latest Practicable Date, it is not anticipated that the period for which the Rights cum Warrants Issue will be kept open, extended or shortened. An announcement will be made via SGXNET if there are any such changes.
Basis of Provisional Allotment	:	The Rights cum Warrants Issue is made on a renounceable basis to Entitled Shareholders on the basis of two (2) Rights Shares with two (2) free Warrants for every five (5) existing Shares held by, or standing to the credit of the Securities Accounts of Entitled Shareholders, as the case may be, of the Entitled Shareholders as at the Record Date, fractional entitlements to be disregarded.

Name and address of person to whom purchase or subscription applications are to be submitted	:	The detailed procedures for, and the terms and conditions applicable to, acceptances, splitting, renunciation and/or sales of the provisional allotments of the Rights Shares with Warrants and for the applications for Excess Rights Shares with Warrants, including the modes of acceptance or application and payment are contained in Appendices IV, V and VI to this Offer Information Statement and in the PAL, the ARE and the ARS.
Circumstances under which the offer period may be modified	:	At the Latest Practicable Date, the Company does not expect the timetable under the section entitled "*Expected Timetable of Key Events*" of this Offer Information Statement to be modified. However, the Company may, upon consultation with its advisers and with the approval of the SGX-ST, the Sponsor and Manager and/or CDP, modify the timetable subject to any limitations under any applicable laws. In that event, the Company will publicly announce the same through a SGXNET announcement to be posted on the SGX-ST's website at https://www.sgx.com.

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

The Rights Shares with Warrants and (if applicable) the Excess Rights Shares with Warrants will be payable in full upon acceptance and/or (if applicable) application. Please refer to Appendices IV, V and VI to this Offer Information Statement, and in the PAL, the ARE and the ARS (as the case may be) for details on the procedures for acceptance and/or application of, and payment for, the Rights Shares with Warrants and (if applicable) the Excess Rights Shares with Warrants under the Rights cum Warrants Issue.

The detailed procedures for, and the terms and conditions applicable to, acceptances, renunciation and/or sales of the Nil-Paid Rights and for the applications for the Excess Rights Shares with Warrants, including the modes of acceptance or application and payment are contained in Appendices IV, V and VI to this Offer Information Statement and in the PAL, the ARE and the ARS.

Please refer to the section entitled "*Expected Timetable of Key Events*" of this Offer Information Statement for the last date and time for payment of the Rights Shares with Warrants and if applicable, the Excess Rights Shares with Warrants.

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

(a) the delivery of the documents evidencing title to the securities or securities-based derivatives contracts being offered (including temporary documents of title, if applicable) to subscribers or purchasers; and

(b) the book-entry transfers of the securities or securities-based derivatives contracts being offered in favour of subscribers or purchasers.

The Rights Shares with Warrants will be provisionally allotted to Entitled Shareholders on or about 3 June 2026 by crediting the provisional allotments into the Securities Accounts of the respective Entitled Depositors or through the despatch of the PALs to the Entitled Scripholders based on their respective shareholdings in the Company as at the Record Date.

In the case of Entitled Scripholders and their renouncees with valid acceptances for the Rights Shares with Warrants and/or (if applicable) successful applications for the 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 comprised in the PAL, Share certificate(s) and Warrant certificate(s) representing such number of Rights Shares and Warrants, respectively, will be sent to such Entitled Scripholders 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.

In the case of Entitled Depositors, Purchasers (whose registered addresses with CDP are within Singapore) and Entitled Scripholders and their renouncees (who have furnished valid Securities Account numbers in the relevant form comprised in the PAL) with valid acceptances for the Rights Shares with Warrants and/or (if applicable) successful applications for the Excess Rights Shares with Warrants, Share certificate(s) and Warrant certificate(s) representing such number of Rights Shares with Warrants, respectively, will be sent 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 relevant Securities Accounts. CDP will then send a notification letter to the relevant subscribers, at their own risk, stating the number of Rights Shares and Warrants credited to their Securities Account.

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

6. In the case of any pre-emptive rights to subscribe for or purchase the securities or securities-based derivatives contracts 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.

Not applicable, as none of the Shareholders have pre-emptive rights to subscribe for the Rights Shares with Warrants.

7. Provide a full description of the manner in which results of the allotment or allocation of the securities or securities-based derivatives contracts are to be made public and, where appropriate, the manner for refunding excess amounts paid by applicants (including whether interest will be paid).

Results of the Rights cum Warrants Issue

The Company will publicly announce, *inter alia*, the results of the Rights cum Warrants Issue, as soon as practicable after the Closing Date, through an SGXNET announcement(s) to be posted on the SGX-ST's website at https://www.sgx.com.

Manner of Refund

When any of the acceptances of the Rights Shares with Warrants and/or (if applicable) application for the Excess Rights Shares with Warrants is invalid or unsuccessful in full or in part, the amount paid on acceptance and/or (if applicable) application, or the surplus application monies, as the case may be, will be returned or refunded to the relevant applicants by CDP on behalf of the Company 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 with Warrants by any one or a combination of the following:

(i) where the acceptance and/or (if applicable) application had been made through CDP, by crediting the applicant's designated bank account via CDP's Direct Crediting Service or in the case where refunds are to be made to Depository Agents or Member Companies, by means of telegraphic transfer. In the event that an applicant is not subscribed to the CDP's Direct Crediting Service, any monies to be returned or refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's "*Operation of Securities Account with The Depository Terms and Conditions*" (Cash Ledger and Cash Distributions as defined therein) (such retention by CDP being a good discharge of the Company's obligations);

(ii) where the acceptance and/or (if applicable) application had been made through Electronic Applications through an ATM of the Participating Bank or an Accepted Electronic Service, by crediting their bank accounts with the relevant banks, at their own risk, the receipt by such bank being a good discharge of the Company's and CDP's obligations, if any; or

(iii) where the acceptance and/or (if applicable) application had been made through the Share Registrar, by means of a crossed cheque drawn in Singapore currency on a bank in Singapore and sent to them at their mailing addresses as maintained with the Share Registrar by ordinary post at their own risk.

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

DISCLOSURE REQUIREMENTS UNDER THE SIXTEENTH SCHEDULE OF THE SECURITIES AND FUTURES (OFFERS OF INVESTMENTS) (SECURITIES AND SECURITIES-BASED DERIVATIVES CONTRACTS) REGULATIONS 2018

PART 4: 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.

Please refer to paragraphs 2 to 7 of this Part 4.

2. Disclose the estimated amount of the proceeds from the offer (net of the estimated amount of expenses incurred in connection with the offer) (called in this paragraph and paragraph 3 of this Part 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.

Based on the Irrevocable Undertakings received from the Undertaking Shareholders, the Rights cum Warrants Issue is expected to be fully subscribed, whether in the Revised Maximum Scenario or the Revised Minimum Scenario.

Assuming that the Rights cum Warrants Issue is fully subscribed:

(i) the Rights cum Warrants Issue is expected to raise net proceeds ("**Net Proceeds**") of up to approximately S$14,940,534 from the issue of Rights Shares, after deducting estimated costs and expenses of approximately S$330,000;

(ii) in the event that all Warrants issued under the Rights cum Warrants Issue are exercised, the estimated gross proceeds from the exercise of the Warrants ("**Exercise Proceeds**") will be approximately S$24,629,893.

Please refer to paragraph 1(f) of Part 10 of this Offer Information Statement for further details in relation to the Irrevocable Undertakings.

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 opinion of the directors or equivalent persons of the relevant entity, must be raised by the offer of securities or securities-based derivatives contracts.

Net Proceeds

The Company intends to use the entire Net Proceeds to fund the working capital requirements of the Group, as follows:

Proposed use of Net Proceeds	**Approximate Allocation of Net Proceeds (S$)**	**Approximate Allocation of Net Proceeds (%)**
General working capital(1)	9,440,534	63.19
Repayment of loan from a Shareholder(2)	1,200,000	8.03
System maintenance and software upgrades	3,800,000	25.43
System revamp and CAPEX	500,000	3.35
Total	**14,940,534**	**100.00**

Note:

(1) As the Company had received Prepayments from certain Undertaking Shareholders subsequent to the Announcement, the Company did not proceed to obtain short-term bridging loans. Accordingly, the Company will re-allocate the proposed use of Net Proceeds amounting to S$3,000,000 from repayment of short-term bridging loan to system maintenance and software upgrades. For completeness, as at the Latest Practicable Date, the Prepayments amounting to S$3.90 million have been fully applied towards the Company's working capital requirements, comprising mainly payroll expenses, and maintenance fees for medical equipment. Please refer to the Company's announcements dated 13 February 2026 and 22 April 2026 for further information in relation to the Prepayments.

(2) Please refer to the details of the loan in paragraph 6 of this Part 4.

Exercise Proceeds

As and when the Warrants are exercised, the Exercise Proceeds raised will be applied towards business expansion and general working capital requirements of the Group (which includes administrative expenses, manpower costs, compliance costs, continuing listing expenses, professional fees and expenses to be incurred by the Group for exploring business opportunities) as set out in the table below, in the best interest of the Group.

For illustrative purposes only, assuming that the Rights cum Warrants Issue is fully subscribed, and all Warrants issued thereunder are exercised, the Company intends to use the Exercise Proceeds of approximately S$24,629,893 from the exercise of Warrants as follows:

Proposed use of Exercise Proceeds	**Approximate Allocation of Exercise Proceeds**	
	S$	**%**
Business expansion	14,777,936	60.00
General working capital	9,851,957	40.00
Total	**24,629,893**	**100.00**

The Company will make periodic announcements on the utilisation of the Net Proceeds and/or Exercise Proceeds as and when such proceeds are materially disbursed and provide a status report on the use of such proceeds in the interim and full-year financial statements issued pursuant to Rule 705 of the Catalist Rules and in the Company's annual report, until such time the proceeds have been fully utilised. Where the Net Proceeds and/or Exercise Proceeds have been used for working capital purposes, the Company will provide a breakdown with specific details on how the proceeds have been applied in the announcements and annual report. Where there is a material deviation in the use of Net Proceeds and/or Exercise Proceeds, the Company will announce the reasons for such deviation.

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

Non-underwritten basis of the Rights cum Warrants Issue

After taking into consideration, *inter alia*, the FY2025 Disclaimer Opinion, the Group's financial performance for FY2025, the Group's financial position as at 31 March 2026 and the Cash Flow Forecast, the Directors are of the reasonable opinion that the minimum amount which must be raised from the Rights cum Warrants Issue in order to meet the Group's present funding requirements for the next 12 months is S$14,900,000 (the "**Minimum Amount**").

In view of the Irrevocable Undertakings received from the Undertaking Shareholders, the Rights cum Warrants Issue is expected to be fully subscribed and the Minimum Amount necessary to meet the Group's present funding requirements for the next 12 months will be met. Accordingly, the Directors are of the view that it is neither practical nor necessary for the Rights cum Warrants Issue to be underwritten.

For the purposes of Rule 814(1)(f) of the Catalist Rules, the Directors are of the opinion that, barring any unforeseen circumstances, after taking into consideration the Company's present bank facility, financial support of up to S$4.20 million received or committed up to the date of this Offer Information Statement, and the Minimum Amount to be raised from the Rights cum Warrants Issue, the working capital available to the Group is sufficient to meet its present requirements. Notwithstanding the present sufficiency of working capital, the reasons for undertaking the Rights cum Warrants Issue are set out in paragraph 1(a) of Part 10 of this Offer Information Statement.

In the unlikely event that the Minimum Amount is not raised from the Rights cum Warrants Issue, the Group will look for alternative sources of funding such as equity or debt fund raising through the placement of securities of the Company to investors or other fund raising opportunities to raise the requisite funding for the working capital requirements of the Group. Should the Company also fail to raise such alternative funding, the Group and the Company may not be able to operate as a going concern and trading of the Shares may be suspended pursuant to Rule 1303(3) of the Catalist Rules.

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 proceeds from the Rights cum Warrants Issue as described in paragraph 3 of this Part 4 above, and assuming that the Rights cum Warrants Issue is fully subscribed, for each dollar of the gross proceeds from the issue of Rights Shares pursuant to the Rights cum Warrants Issue, and the subsequent exercise of the Warrants, respectively, the estimated amount that will be allocated for the 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 follows:

i. Net Proceeds

Intended Use of Net Proceeds	Per S$ of gross proceeds
General working capital	S$0.62
Repayment of loan from a Shareholder	S$0.08
System maintenance and software upgrades	S$0.25
System revamp and CAPEX	S$0.03
Estimated costs and expenses	S$0.02

ii. Exercise Proceeds

Intended Use of Exercise Proceeds	Per S$ of gross proceeds
Business expansion	S$0.60
General working capital	S$0.40
Estimated costs and expenses	Non-material(1)

Note:

(1) Expenses to be incurred by the Company in connection with the exercise of the Warrants are not expected to be material.

Please refer to paragraphs 2 and 3 of this Part 4 for further details relating to the intended use of Net Proceeds and Exercise Proceeds.

5. If any material part of the proceeds to be raised by the relevant entity will be used, directly or indirectly, to acquire or refinance the acquisition of any asset, business or entity, briefly describe the asset, business or entity and state its purchase price. Provide information on the status of the acquisition and the estimated completion date. Where funds have already been expended for the acquisition, state the amount that has been paid by the relevant entity, or, if the relevant entity is the holding company or holding entity of a group, the amount that has been paid by the relevant entity or any other entity in the group as at the latest practicable date. If the asset, business or entity 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 and whether the acquisition is on an arm's length basis.

As stated in paragraphs 3 and 4 of this Part 4 above, it is intended that the Net Proceeds and/or Exercise Proceeds raised from the Rights cum Warrants Issue will be used to fund the general working capital requirements of the Group and/or business expansion. As at the Latest Practicable Date, the Company has no definite intention to use the Net Proceeds and/or Exercise Proceeds raised from the Rights cum Warrants Issue, directly or indirectly, to acquire or refinance the acquisition of an asset other than in the ordinary course of business.

6. 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.

Of the Net Proceeds, S$1,200,000 will be utilised by the Company to repay the principal of the loan due to one of the Shareholders of the Company, which was granted to the Company to fund its working capital and the maturity date of the loan is one (1) month from the date of disbursement of such amount or upon receipt of the proceeds from the rights issue to be undertaken by the Company, whichever is the later. The aforesaid loan is interest bearing at the rate of eight per cent (8%) per annum.

Save as disclosed above, the Company has no intention to use the Net Proceeds and/or the Exercise Proceeds to discharge, reduce or retire any indebtedness of the Group.

7. In the section containing the information mentioned in paragraphs 2 to 6 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 person 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.

Not applicable. The Rights cum Warrants Issue is not underwritten and no underwriters or other placement or selling agents has been appointed by the Company in relation to the Rights cum Warrants Issue.

Information on the Relevant Entity

8. Provide the following information:

a. 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), and the email address of the relevant entity or a representative of the relevant entity;

The address and telephone and facsimile number of the Company's registered office and principal place of business, and the email address of the Company, are as follows:

Registered Office and Principal Place of Business	:	1 Biopolis Drive, #02-01, Amnios, Singapore 138622
Telephone	:	(65) 6708 7890
Facsimile	:	(65) 6708 7897
Email	:	investor-relations@advancedmedicine.sg

b. 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 Group is a healthcare service provider using advanced technology for early and accurate diagnosis, and offering appropriate treatments to achieve better outcomes and quality of life for its patients. Its services cater to a wide spectrum of diseases and health conditions including, but not limited to, cancer, neurodegenerative and cardiovascular disease detection and treatment. The Group is primarily engaged in the following key business segments:

(i) Medical Diagnostics and Treatments: Medical diagnostics and treatments which cover cancer-related diagnostics and theranostics treatments, general diagnostics and health screening, and aesthetic services; and

(ii) Radiation Therapy and Medical Oncology Services: Radiation therapy and medical oncology services which cover proton beam therapy, photon radiation therapy, and medical oncology.

The Group aims to develop a comprehensive one-stop ambulatory cancer centre to undertake the challenges to fight cancer. As at the Latest Practicable Date, the Group operates two clinics located at Biopolis Drive and Lucky Plaza. The clinic at Biopolis Drive, which spans across approximately 38,145 square feet, offers advanced technology utilised in its provision of services, including radiotherapy services, nuclear medicine, diagnostic imaging and theranostics services. The clinic at Lucky Plaza, which spans across approximately 9,095 square feet, provides medical services, including diagnostic imaging, wellness, aesthetics, cardiology, and endoscopy services, to local and overseas patients, as well as for corporate health programmes.

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

Name of Subsidiary	Country of Incorporation	Equity Interest (%)	Principal Activities
Asia HealthPartners Pte. Ltd.	Singapore	100	Provision of clinic and other general medical services, sale of pharmaceuticals, surgical and consumables
Proton Therapy Pte. Ltd.	Singapore	100	Provision of clinic and other general medical services
Berjaya Investment Holdings Pte. Ltd.	Singapore	100	Investment holding of investment properties
Advanced Medicine Imaging Pte. Ltd.	Singapore	100	Provision of clinic and imaging services
Advanced Medicine Oncology Pte. Ltd.	Singapore	100	Provision of oncology, clinic and other general medical services
Advanced Medicine Radiopharmaceutical Pte. Ltd.	Singapore	100	Manufacture of medical research and clinical diagnostic instruments and supplies

c. **The general development of the business from the beginning of the period comprising the 3 most recently 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 recently 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;**

The Company was successfully listed on the Catalist of the SGX-ST on 16 February 2024 (the "**Listing**"), following the completion of its initial public offering ("**IPO**").

The general development of the Group's business since the Listing to the Latest Practicable Date are set out below in chronological order. The significant developments included in this section have been extracted from and summarised herein based on the related announcements released by the Company via SGXNET and the information presented herein is correct as at the date of the relevant announcement.

Shareholders are advised to refer to the public announcements released by the Company via SGXNET and Part 5 of this Offer Information Statement for further details.

Key developments in FY2024 following the Listing

On 15 February 2024, the Securities Market Control of the SGX-ST announced that the Company's Shares had been granted listing and quotation on the Catalist, with trading to commence on a ready basis with effect from 9.00 a.m. on 16 February 2024.

On 15 February 2024, the Company further announced that its IPO had garnered strong investor support, with the placement shares being fully subscribed and the public offer shares approximately 1.39 times subscribed. The Board also announced the final allocation of the invitation shares under the IPO and confirmed that trading of the Company's shares was expected to commence trading on a "ready" basis on the Catalist at 9.00 a.m. on 16 February 2024, subject to the SGX-ST being satisfied that all conditions necessary for commencement of trading in the Shares on a "ready" basis have been fulfilled.

On 16 February 2024, the Company announced its successful listing on the Catalist following the completion of its IPO, and the Company's shares commenced trading on Catalist on the same date. The Company disclosed that gross proceeds of approximately S$26.2 million were raised from the IPO, from the 114,000,000 new shares, comprising 4,415,000 Public Offer Shares at S$0.23 each by way of a public offer in Singapore and 109,585,000 Placement Shares at S$0.23 each by way of placement. The Company further outlined its strategic focus on building a one-stop ambulatory cancer centre with advanced technology, with an aim to offer early and accurate diagnosis and treatment to cancer patients to help them achieve better outcomes and improve their quality of life.

On 15 March 2024, the Company announced an update on the use of net proceeds raised from the IPO of approximately S$21.72 million ("**IPO Net Proceeds**") as at the date of the announcement. The Company confirmed that the utilisation of approximately S$17.65 million of the IPO Net Proceeds, for the repayment of bank borrowings and working capital relating to operational expenses, is in line with the intended use of IPO Net Proceeds as disclosed in the Company's Offer Document dated 2 February 2024. The Company also disclosed the balance amount of the IPO Net Proceeds which remained unutilised, amounting to approximately $4.072 million.

On 17 March 2024, the Company announced its intention to repay certain outstanding loans of an aggregate principal amount of S$3.40 million by way of the allotment and issue of an aggregate of 37,777,777 new Shares to such lenders. The Company had on 15 March 2024 issued notices of repayment of the aforementioned loans to the respective lenders to exercise its option to repay such loans by way of the issue of new Shares, in accordance with the terms and conditions of the respective loan agreements (as varied by supplemental agreements). The proposed repayment was intended to conserve cash to improve the Group's cash flow and increase working capital available to the Group to fund the other anticipated working capital requirements of the Group, thus strengthening the Group's financial position.

On 25 March 2024, the Company announced its responses to queries raised by the Singapore Exchange Regulation, which were issued in relation to the Company's earlier announcement on the proposed repayment of loans. The responses provided clarifications on the rationale, structure and implications of the proposed repayment.

On 12 April 2024, the Company announced that it had on 11 April 2024 received the listing and quotation notice from SGX-ST for the listing and quotation of the aggregate of 37,777,777 new Shares, to be issued pursuant to the proposed repayment of loans, on the Catalist subject to the Company's compliance with the SGX-ST's listing requirements.

On 18 April 2024, the Company announced the allotment and issue of an aggregate of 37,777,777 new Shares to the relevant lenders pursuant to the repayment of loans in accordance with the respective loan agreements. It was noted that following the issue and allotment of the Repayment Shares, the total number of Shares in the Company increased from 1,007,828,935 Shares to 1,045,606,712 Shares.

On 24 May 2024, the Company announced the resignation of Mr Khoo Ho Tong as an independent director of the Company, with effect from 17 August 2024. In conjunction with Mr Khoo Ho Tong's cessation, he also relinquished his position as Chairman of the Audit Committee, Member of the Nominating Committee and Member of the Remuneration Committee.

On 5 June 2024, the Company announced its intention to repay the interest, of an aggregate amount of S$382,823.99, accrued on certain outstanding loans granted to the Company by its substantial shareholders, Espeetex Sdn. Bhd. ("**Espeetex**") and Crescendas Land Corporation Pte. Ltd. ("**Crescendas**"), by way of the allotment and issue of an aggregate of 2,492,362 new Shares, in accordance with the terms and conditions of the respective loan agreements (as varied by supplemental agreements).

On 6 June 2024, the Company announced that it had entered into a binding term sheet ("**Term Sheet**") with EnGeneIC Pty Limited ("**EnGeneIC**"), setting out certain key understandings relating to their intentions to explore a strategic partnership in relation to (i) the manufacture and distribution of anti-cancer products based on EnGeneIC's proprietary technology platform, EnGeneIC Dream Vector, and (ii) the development of EnGeneIC Dream Vector-based theranostics for use in the imaging and treatment of various cancers, subject to the execution of definitive agreements in relation thereto.

On 10 June 2024, the Company announced, via a press release, the abovementioned strategic partnership with EnGeneIC.

On 21 June 2024, the Company announced the reconstitution of the board committees of the Company with effect from 21 June 2024, in view of Mr Khoo Ho Tong's resignation as an independent director effective 17 August 2024.

On 21 June 2024, the Company announced that it had on 20 June 2024 received the listing and quotation notice from the SGX-ST for the listing and quotation of an aggregate of 2,492,362 new Shares, to be issued pursuant to the proposed repayment of interest accrued on loans granted by Espeetex and Crescendas, on the Catalist of the SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 26 June 2024, the Company announced the issue and allotment of an aggregate of 2,492,362 new Shares to Espeetex and Crescendas in repayment of the interest accrued on the loans granted by Espeetex and Crescendas respectively, in accordance with the terms and conditions of the respective loan agreements (as varied by supplemental agreements). Following the issue and allotment of the Repayment Shares, the total number of Shares in the Company increased from 1,045,606,712 Shares to 1,048,099,074 Shares.

On 26 June 2024, the Company announced that Proton Therapy Pte. Ltd., a wholly-owned subsidiary of the Company, has on 26 June 2024 entered into a medical services agreement with Icon SOC Pte. Ltd., pursuant to which the latter will appoint Proton Therapy Pte. Ltd. to provide proton therapy treatment medical services to its patients, based on an agreed upon fee schedule for such referrals. The medical services agreement commenced from 1 July 2024 for an initial term of 3 years, and may be renewed thereafter or otherwise terminated by either party at any time by written notice of at least 6 months to the other party.

Key developments in FY2025

On 31 July 2024, the Company issued a profit guidance announcement to update shareholders that following a preliminary review of the Group's unaudited financial results for the financial year ended 30 June 2024 ("**FY2024**"), the Group is expected to report a significant net loss after tax for FY2024 as compared to a net loss after tax for the financial year ended 30 June 2023.

On 5 September 2024, the Company announced a variation to the Term Sheet entered into with EnGeneIC, by way of a variation letter dated 4 September 2024, to, with effect from 4 September 2024, extend the period for the Company and EnGeneIC to work towards entering into a definitive agreement to 180 days commencing from the date of the Term Sheet.

On 28 October 2024, the Company announced the particulars of certain interested person transactions entered into by the Group with Espeetex in compliance with Chapter 9 of the Catalist Rules, including three supplemental agreements to the loan agreements entered into between the Company and Espeetex, for the extension of maturity date of such loans granted by Espeetex to the Company by two years.

On 3 December 2024, the Company announced a further variation to the Term Sheet entered into with EnGeneIC (as varied by the first variation letter), by way of a variation letter dated 2 December 2024, for an extension of the period for the Company and EnGeneIC to work towards entering into a definitive agreement to 60 days commencing from the date of such second variation letter.

On 9 December 2024, the Company announced that its auditor had in the Independent Auditors' Report dated 9 December 2024, issued the FY2024 Disclaimer Opinion. The basis for the FY2024 Disclaimer Opinion related principally to, *inter alia*, the use of going concern assumption in the preparation of financial statements, impairment of property, plant and equipment, as well as the impairment of the Company's other receivables from a subsidiary.

On 12 December 2024, the Company announced the establishment of a Strategic Review Committee, comprising the non-executive directors of the Company, in view of certain business considerations which had a negative adverse impact on the Company's financial performance and financial condition. The Strategic Review Committee was formed to assist the Company's executive directors and management on various ongoing and new initiatives focused on: (1) improving the utilisation of the Company's proton beam therapy and photon radiation therapy facilities as well as its medical diagnostic equipment; (2) assessing the sustainability of the Company's operations; and (3) considering any other corporate action deemed appropriate to address the Company's funding requirements.

On 20 December 2024, the Company announced that it had entered into a loan agreement with Caterine Limited, pursuant to which Caterine Limited agreed to grant a loan in the principal amount of S$5.00 million to the Company on the terms and conditions set out in the loan agreement. The Company disclosed that the loan was intended to finance the growth of the Company's business and/or for general working capital purposes.

On 10 February 2025, the Company announced that the Singapore Exchange Regulation has notified the Company that, pursuant to Rule 705(2) of the Catalist Rules, the Company will be required to perform quarterly reporting of its unaudited financial statements, commencing from the unaudited financial statements in respect of the financial period from 1 January 2026 to 31 March 2026.

On 11 February 2025, the Company announced the allotment and issue of 3,921,568 Shares at an issue price of S$0.051 per Share, pursuant to the vesting of awards to certain eligible participants under the Singapore Institute of Advanced Medicine Holdings Performance Share Plan ("**SIAMH PSP**"). Following the allotment and issuance of the new shares arising from SIAMH PSP, the total number of Shares of the Company has increased from 1,048,099,074 Shares to 1,052,020,642 Shares.

On 26 February 2025, the Company announced that, with regard to the abovementioned loan agreement with Caterine Limited, Caterine Limited had on 14 February 2025 agreed to an extension of the maturity date of the loan to 13 December 2025, being the date falling one (1) year from the date of disbursement of such loan.

On 27 February 2025, the Company announced details of interested person transactions entered into by the Group with Espeetex during FY2025, in particular an intercompany loan agreement dated 27 February 2025 between the Company and Espeetex in relation to the grant of loan of an aggregate principal amount of up to S$6.00 million by Espeetex to the Company for a term of two years commencing from the date of drawdown of such loan.

On 28 February 2025, the Company announced the recommendations of its Strategic Review Committee on certain initiatives primarily focused on improving the utilisation of the Company's proton beam therapy and photon radiation therapy facilities as well as its medical diagnostic equipment, and the sustainability of the Company's operations. These included a focus on the development of its proton beam therapy and photon radiation therapy treatment businesses, collaborations with other healthcare providers and cost saving measures.

On 27 March 2025, the Company announced an increase in the issued and paid-up share capital of Proton Therapy Pte. Ltd. ("**PTPL**"), a wholly-owned subsidiary of the Company, via a capitalisation of the Company's existing loan of S$153,175,526.00 extended to PTPL for general working capital purposes.

On 28 March 2025, the Company announced the allotment and issue of 10,000,000 Shares, at an issue price of S$0.040 per Share, pursuant to the vesting of awards to certain eligible participants under the SIAMH PSP. Following the allotment and issuance of the new shares arising from SIAMH PSP, the total number of Shares of the Company has increased from 1,052,020,642 Shares to 1,062,020,642 Shares.

Key developments in FY2026 to the Latest Practicable Date

On 8 August 2025, the Company announced the dissolution of its Strategic Review Committee with effect from 8 August 2025, with its functions and recommendations to be directly undertaken by the Board. The aforementioned change was intended to streamline and optimise the decision-making processes within the Board to expedite the implementation of initiatives, whilst guided by the Strategic Review Committee's recommendations.

On 17 September 2025, the Company announced the resignation of Mr Poh Khee Pow as Chief Financial Officer of the Company with effect from 30 September 2025. The Company also concurrently announced the appointment of Ms Shermin Tham Wan Yi as Chief Financial Officer of the Company with effect from 1 October 2025.

On 30 September 2025, the Company announced the following transactions:

(i) the Company's entry into a conditional debt conversion deed dated 30 September 2025 with Caterine Limited, pursuant to which parties agreed to the repayment of the outstanding amount of S$5,240,418 owing by the Company to Caterine Limited, being the principal amount of the loan granted by Caterine Limited and all interest accrued thereon, by way of conversion into 149,726,000 new Shares at the issue price of S$0.035 per Share (the "**Caterine Debt Conversion**"); and

(ii) the Company's entry into subscription agreements dated 30 September 2025 with three entities (the "**Subscribers**") in relation to the allotment and issue of an aggregate of 19,748,000 new Shares at an issue price of S$0.035 per Share to each Subscriber or persons nominated by such Subscriber (which includes the Subscribers' associated companies or funds managed by them), as follows:

(a) subscription agreement with PHEIM Asset Management (Asia) Pte Ltd in relation to the allotment and issue of an aggregate of 6,213,000 Shares at an aggregate consideration of S$217,500;

(b) subscription agreement with PHEIM Asset Management Sdn. Bhd. in relation to the allotment and issue of an aggregate of 13,248,000 Shares at an aggregate consideration of S$463,800; and

(c) subscription agreement with PHEIM Islamic Asset Management Sdn. Bhd. in relation to the allotment and issue of an aggregate of 287,000 Shares at an aggregate consideration of S$10,100,

(collectively, the "**Placement Exercise**").

On 9 October 2025, the Company announced the receipt of the listing and quotation notice from the SGX-ST on 8 October 2025 in respect of the listing of and quotation for 19,748,000 Shares to be issued pursuant to the Placement Exercise and 149,726,000 Shares to be issued pursuant to the Caterine Debt Conversion, being an aggregate of 169,474,000 new Shares, on the Catalist of the SGX-ST, subject to the Company's compliance with the SGX-ST's listing requirements.

On 9 October 2025, the Company also announced that the External Auditors of the Company, Foo Kon Tan LLP, had in its Independent Auditors' Report dated 9 October 2025, issued the FY2025 Disclaimer Opinion. The basis for the FY2025 Disclaimer Opinion relates principally to, *inter alia*, (i) the auditors' inability to obtain sufficient appropriate audit evidence in respect of certain opening balances following the disclaimer of opinion issued for the previous financial period, (ii) material uncertainties that may cast significant doubt on the ability of the Group and the Company to continue as a going concern, (iii) the recoverability and impairment assessment in relation to the carrying value of the Group's property, plant and equipment, and (iv) the recoverability and impairment assessment in relation to the carrying value of the cost of the Company's investment in subsidiaries relating to PTPL. Via a separate announcement, the Company also highlighted the material variances between the unaudited financial results for FY2025, set out in the Company's announcement dated 29 August 2025 and the audited consolidated financial statements of the Group for FY2025, which were noted following the finalisation of the audit in respect of FY2025.

On 15 October 2025, the Company announced the completion of the Placement Exercise and the Caterine Debt Conversion, pursuant to which the Company allotted and issued an aggregate of 169,474,000 new Shares, comprising 149,726,000 new Shares issued to Caterine Limited pursuant to the Caterine Debt Conversion, and an aggregate of 19,748,000 Shares issued to the various subscribers via their nominees pursuant to the Placement Exercise. Following the completion of the Placement Exercise and the Caterine Debt Conversion, the total number of Shares in the Company increased from 1,062,020,642 Shares to 1,231,494,642 Shares.

On 30 October 2025, the Company announced:

(i) its intention to undertake the Rights cum Warrants Issue of up to 492,597,856 Rights Shares at the Issue Price of S$0.031 for each Rights Share, with up to 492,597,856 free Warrants, each Warrant carrying the right to subscribe for one new Share at the Exercise Price of S$0.050 for each Warrant Share, on the basis of two Rights Shares with two free Warrants for every five existing Shares held by the Shareholders as at the Record Date, fractional entitlements to be disregarded; and

(ii) the Company's entry into a conditional debt conversion deed dated 30 October 2025 with Espeetex, in relation to the repayment of the aggregate outstanding sum owing by the Company to Espeetex of S$23,378,676 as at 30 September 2025 by way of conversion into 687,608,115 new Shares ("**Loan Conversion Shares**") each at the issue price of S$0.034 per Loan Conversion Share ("**Espeetex Loan Conversion**").

On 2 February 2026, the Company announced that the net proceeds of approximately S$644,000, raised from the Placement Exercise completed on 15 October 2025, have on 16 January 2026 been fully utilised to fund the general working capital of the Group, in accordance with the intended use of net proceeds of the Placement Exercise.

On 6 February 2026, the Company announced the retirement of Ms Vivienne Cheng Chi Fan as a Non-Executive and Non-Independent Director of the Company with effect from 9 February 2026, and the subsequent reconstitution of the Board.

On 23 March 2026, the Company announced the appointment of Mr Levin Tan Eng Kien as a Non-Executive and Non-Independent Director, a Member of the Nominating Committee and Remuneration Committee of the Company with effect from 24 March 2026, as well as the subsequent reconstitution of the Board.

On 22 April 2026, the Company announced certain updates relating to the Rights cum Warrants Issue and the proposed Espeetex Loan Conversion, including, *inter alia*, the Company's intention to undertake the Rights cum Warrants Issue pursuant to the General Share Issuance Mandate and the Irrevocable Undertakings by the Undertaking Shareholders.

On 12 May 2026, the Company announced that the Company has, on 11 May 2026, received the LQN from the SGX-ST for the dealing in and the listing of and quotation for the Rights Shares, Warrants and Warrant Shares on the Catalist of the SGX-ST, subject to compliance with the SGX-ST's listing requirements and certain conditions as set out in the LQN, as well as subject to there being an adequate spread of holdings for the Warrants to provide for an orderly market in the trading of Warrants. The LQN granted by the SGX-ST for the dealing in, listing of and quotation for the Rights Shares, Warrants and Warrant Shares is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, Warrants, Warrant Shares, the Company, its subsidiaries and their securities.

On 20 May 2026, the Company announced the Record Date of the Rights cum Warrants Issue to be 29 May 2026.

d. 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 loan capital of the Company is as follows:

Issued and paid-up share capital	:	S$170,883,231.99[1]
Number of ordinary shares in issue (excluding treasury shares)	:	1,231,494,642
Number of treasury shares	:	Nil
Loan capital	:	Not applicable

Note:

(1) Based on information maintained with the Accounting and Corporate Regulatory Authority as at the Latest Practicable Date.

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;

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Based on the information in the Register of Substantial Shareholders maintained by the Company as at the Latest Practicable Date, the Substantial Shareholders of the Company and the number of Shares in which they have an interest are as follows:

	Direct Interest		**Deemed Interest**	
Substantial Shareholders	**Number of Shares**	**% of Issued Capital**[1]	**Number of Shares**	**% of Issued Capital**[1]
Dr Djeng Shih Kien[2]	65,750,000	5.34	35,142,710	2.85
Espeetex Sdn. Bhd.[3]	249,003,148	20.22	–	–
Berjaya Leisure (Cayman) Limited[3]	149,943,970	12.18	–	–
Crescendas Land Corporation Pte. Ltd.[4]	110,522,568	8.97	–	–
Berjaya Property Berhad[3]	–	–	149,943,970	12.18
Berjaya Group Berhad[3]	–	–	403,547,118	32.77
Berjaya Corporation Berhad[3]	–	–	403,547,118	32.77
Tan Sri Dato' Seri Vincent Tan Chee Yioun[3]	–	–	403,947,118	32.80
Singapore Capital Incorporation Pte. Ltd.[4]	–	–	110,522,568	8.97
Euphonia Pte. Ltd.[4]	–	–	110,522,568	8.97
Lawrence Leow Chin Hin[4]	–	–	110,522,568	8.97
Caterine Limited	149,726,000	12.16	–	–

Notes:

(1) Based on the Existing Share Capital of 1,231,494,642 Shares as at the Latest Practicable Date.

(2) Dr Djeng Shih Kien is also a director and shareholder who holds approximately 59.99% of the total number of issued shares in the capital of Orthodontic & Dental Supplies Pte Ltd. Accordingly, Dr Djeng Shih Kien is deemed to have an interest in all the Shares held by the following parties under Section 7 of the Companies Act and Section 4 of the SFA:

(i) 14,125,000 Shares held by his spouse, Dr Ko Siew Lan; and

(ii) 21,017,710 Shares held by Orthodontic & Dental Supplies Pte Ltd.

(3) As at the Latest Practicable Date, Berjaya Corporation Berhad holds 100.00% equity interest in Berjaya Group Berhad which in turn holds 100.00% equity interest in Espeetex and Bizurai. Berjaya Corporation Berhad (including Berjaya Group Berhad) also has an aggregate interest (direct and deemed) of approximately 74.32% in Berjaya Property Berhad (formerly known as Berjaya Land Berhad), which in turn holds 100.00% equity interest in Berjaya Leisure (Cayman) Limited.

Accordingly, Berjaya Group Berhad and Berjaya Corporation Berhad are deemed to have an interest in all the Shares held by Espeetex, Bizurai, and Berjaya Leisure (Cayman) Limited under Section 7 of the Companies Act and Section 4 of the SFA. In addition, Berjaya Property Berhad is deemed to have an interest in all the Shares held by Berjaya Leisure (Cayman) Limited under Section 7 of the Companies Act and Section 4 of the SFA. As at the Latest Practicable Date, Bizurai has a direct interest in 4,600,000 Shares, representing 0.37% shareholding interest in the Company.

As at the Latest Practicable Date, Tan Sri Dato' Seri Vincent Tan Chee Yioun has an aggregate interest (direct and deemed) of approximately 22.84% and 41.64% in Berjaya Corporation Berhad and 7-Eleven Malaysia Holdings Berhad respectively. 7-Eleven Malaysia Holdings Berhad holds 100% equity interest in CSSSB.

Accordingly, Tan Sri Dato' Seri Vincent Tan Chee Yioun is deemed interested in all the Shares held by Espeetex, Bizurai and Berjaya Leisure (Cayman) Limited under Section 7 of the Companies Act and Section 4 of the SFA as he is the controlling shareholder of Berjaya Corporation Berhad as defined in the Catalist Rules (being: (a) a person who holds directly or indirectly 15% or more of the shares in a company; or (b) in fact exercises control over a company). Tan Sri Dato' Seri Vincent Tan Chee Yioun is also deemed interested in all the Shares held by CSSSB under Section 7 of the Companies Act and Section 4 of the SFA. As at the Latest Practicable Date, CSSSB has a direct interest in 400,000 Shares, representing 0.03% shareholding interest in the Company.

(4) As at the Latest Practicable Date, the shareholders of Crescendas Land Corporation Pte. Ltd. are (i) Singapore Capital Incorporation Pte. Ltd., (ii) Winfred Pte. Ltd., and (iii) Lawrence Leow Chin Hin, who hold 81.66%, 12.61% and 5.73% of the total number of issued shares in the capital of Crescendas Land Corporation Pte. Ltd., respectively. Euphonia Pte. Ltd. holds 100.00% of the total number of issued shares in the capital of Singapore Capital Incorporation Pte. Ltd..

Lawrence Leow Chin Hin is (i) the Chairman and Chief Executive Officer of Crescendas Land Corporation Pte. Ltd., and (ii) a director of Singapore Capital Incorporation Pte. Ltd.. He is also a director and shareholder who holds 100.00% of the total number of issued shares in the capital of (i) Winfred Pte. Ltd., and (ii) Euphonia Pte. Ltd..

Accordingly, Singapore Capital Incorporation Pte. Ltd., Euphonia Pte. Ltd. and Lawrence Leow Chin Hin are deemed to have an interest in all the Shares held by Crescendas Land Corporation Pte. Ltd. under Section 7 of the Companies Act and Section 4 of the SFA.

f. Any legal or arbitration proceedings, including those which are pending or known to be contemplated, which may have, or which have had in the 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;

As at the Latest Practicable Date, the Directors are not aware that the Company or any of its subsidiaries is engaged in any legal or arbitration proceedings to which the Company and/or its subsidiaries is a party (including those which are pending or known to be contemplated) which may have or which have had a material effect on the Group's financial position or profitability as a whole in the twelve (12) months immediately preceding the date of lodgement of this Offer Information Statement.

g. where any securities, securities-based derivatives contracts or equity interests of the relevant entity have been issued within the 12 months immediately preceding the latest practicable date –

(i) if the securities, securities-based derivatives contracts or equity interests have been issued for cash, state the prices at which the securities or securities-based derivatives contracts have been issued and the number of securities, securities-based derivatives contracts or equity interests issued at each price; or

(ii) if the securities, securities-based derivatives contracts or equity interests 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, securities-based derivatives contracts or equity interests;

Save as disclosed below, the Company has not issued any securities, securities-based derivatives contracts or equity interests for cash nor for services within the 12 months immediately preceding the Latest Practicable Date:

(i) As set out in the Company's announcement dated 30 September 2025, the Company undertook a placement of an aggregate of 19,748,000 new Shares at a placement price of S$0.035 per Share to certain subscribers ("**Placement Exercise**"). The completion of the Placement Exercise took place on 15 October 2025.

(ii) For completeness, pursuant to a conditional debt conversion deed 30 September 2025 between the Company and Caterine Limited, the Company repaid an outstanding sum of S$5,240,418 owing by the Company to Caterine Limited by way of conversion into 149,726,000 new Shares at the issue price of S$0.035 per Share ("**Caterine Debt Conversion**"). The completion of the Caterine Debt Conversion took place on 15 October 2025.

Please refer to the Company's announcements dated 30 September 2025, 9 October 2025 and 15 October 2025 for further information relating to the Placement Exercise and the Caterine Debt Conversion.

h. 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 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.

As at the Latest Practicable Date, a summary of each material contract, other than a contract entered into in the ordinary course of business, to which any member of the Group is a party, for the period of two (2) years immediately preceding the date of lodgement of this 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 Company or any other member of the Group is set out below:

(i) Binding term sheet dated 6 June 2024 between the Company and EngeneIC (as varied by variation letters dated 4 September 2024 and 2 December 2024 respectively), setting out key understandings relating to the parties' intentions to explore a strategic partnership in relation to (i) the manufacture and distribution of anti-cancer products based on EngeneIC's proprietary technology platform, EnGeneIC Dream Vector, and (ii) the development of EnGeneIC Dream Vector-based theranostics for use in the imaging and treatment of various cancers;

(ii) Medical services agreement dated 26 June 2024 between PTPL, a wholly-owned subsidiary of the Company, and Icon SOC Pte. Ltd., pursuant to which Icon SOC Pte. Ltd. appointed PTPL to provide proton therapy treatment medical services to its patients based on an agreed fee schedule for such referrals, for an initial term of three years commencing from 1 July 2024, which may be renewed thereafter or otherwise terminated by either party by giving at least six months' written notice to the other party;

(iii) Loan agreement dated 1 August 2024 between the Company and Espeetex in relation to the loan of aggregate principal amount of up to $2,000,000 granted by Espeetex to the Company;

(iv) Loan agreement dated 19 August 2024 between the Company and Espeetex in relation to the loan of aggregate principal amount of up to $4,000,000 granted by Espeetex to the Company;

(v) Supplemental agreement dated 28 October 2024 between the Company and Espeetex, to vary the terms of the intercompany loan agreement dated 17 August 2023 between the Company and Espeetex in relation to the loan of aggregate principal amount of up to $800,000 granted by Espeetex to the Company, to extend the term of such loan by two years from 31 July 2025;

(vi) Supplemental agreement dated 28 October 2024 between the Company and Espeetex to vary the terms of the intercompany loan agreement dated 26 September 2023 between the Company and Espeetex in relation to the loan of aggregate principal amount of up to $5,000,000 granted by Espeetex to the Company, to extend the term of such loan by two years from 27 September 2025;

(vii) Supplemental agreement dated 28 October 2024 between the Company and Espeetex to vary the terms of the intercompany loan agreement dated 15 January 2024 between the Company and Espeetex in relation to the loan of aggregate principal amount of up to $1,200,000 granted by Espeetex to the Company, to extend the term of such loan by two years from 30 June 2025;

(viii) Loan agreement dated 20 December 2024 between the Company and Caterine Limited, pursuant to which Caterine Limited agreed to grant a loan of S$5,000,000 to the Company on the terms and conditions set out therein;

(ix) Loan agreement dated 27 February 2025 between the Company and Espeetex in relation to the loan of up to aggregate principal amount of $6,000,000 granted by Espeetex to the Company;

(x) Loan agreement dated 29 July 2025 between the Company and Espeetex in relation to the loan of up to aggregate principal amount of $1,500,000 granted by Espeetex to the Company;

(xi) Loan agreement dated 12 September 2025 between the Company and Espeetex in relation to the loan of up to aggregate principal amount of $1,500,000 granted by Espeetex to the Company;

(xii) Conditional debt conversion deed dated 30 September 2025 between the Company and Caterine Limited, in relation to the repayment of the aggregate outstanding amount of S$5,240,418 owing by the Company to Caterine Limited, being the principal amount of the loan and all interest accrued thereon as at 31 August 2025, by way of conversion into 149,726,000 new Shares at an issue price of S$0.035 per Share;

(xiii) Subscription agreements dated 30 September 2025 between the Company and the following three entities (each a "**Subscriber**"), in relation to the allotment and issue of an aggregate of 19,748,000 new Shares at an issue price of S$0.035 per Share to each Subscriber or persons nominated by such Subscriber (which includes the Subscribers' associated companies or funds managed by them), as follows:

(a) Subscription agreement dated 30 September 2025 between the Company and PHEIM Asset Management (Asia) Pte Ltd in relation to the allotment and issue of an aggregate of 6,213,000 Shares at an aggregate consideration of S$217,500;

(b) Subscription agreement dated 30 September 2025 between the Company and PHEIM Asset Management Sdn. Bhd. in relation to the allotment and issue of an aggregate of 13,248,000 Shares at an aggregate consideration of S$463,800; and

(c) Subscription agreement dated 30 September 2025 between the Company and PHEIM Islamic Asset Management Sdn. Bhd. in relation to the allotment and issue of an aggregate of 287,000 Shares at an aggregate consideration of S$10,100; and

(xiv) Conditional debt conversion deed dated 30 October 2025 between the Company and Espeetex, in relation to the repayment of the aggregate outstanding sum of S$23,378,676 owing by the Company to Espeetex as at 30 September 2025 by way of conversion into 687,608,115 new Shares at an issue price of S$0.034 per Share.

For completeness, the Company has also obtained letters of financial support from certain directors and/or shareholders of the Company in relation to the provision of financial support of up to an aggregate sum of S$1,800,000, S$1,200,000 and S$1,200,000 respectively.

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PART 5: 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 3 most recently 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.**

   Please refer to Appendix I to this Offer Information Statement for the audited consolidated statement of profit or loss of the Group for FY2023, FY2024 and FY2025, as well as the unaudited consolidated statement of profit or loss of the Group for the 9-month financial period ended 31 March 2026 ("**9M2026**").

2. **The data mentioned in paragraph 1 of this Part must 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 must 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;**

   (c) **earnings or loss per share, after any adjustment to reflect the sale of new securities or securities-based derivatives contracts.**

   Please refer to Appendix I to this Offer Information Statement for the audited consolidated statement of profit or loss of the Group for FY2023, FY2024 and FY2025, as well as the unaudited consolidated statement of profit or loss of the Group for 9M2026.

   (a) No dividends were declared in FY2023, FY2024, FY2025 and 9M2026.

   (b) Please refer to Appendix I to this Offer Information Statement.

   (c) Please refer to Appendix I to this Offer Information Statement.

3. **Despite paragraph 1 of this Part, where –**

   (a) **unaudited financial statements of the relevant entity or, if the relevant entity is the holding company or holding entity of a group, the unaudited consolidated**

financial statements of the relevant entity or unaudited combined financial statements of the group, have been published in respect of the most recently completed financial year; and

(b) the audited financial statements for that year are unavailable, the data mentioned in paragraph 1 of this Part in respect of the most recently completed financial year may be provided from such unaudited financial statements, if the directors or equivalent persons of the relevant entity include a statement in the offer information statement that to the best of their knowledge, they are not aware of any reason which could cause the unaudited financial statements to be significantly different from the audited financial statements for the most recently completed financial year.

Not applicable. The audited financial statements in respect of the most recently completed financial year have been published and are made available on the SGX-ST's website at https://www.sgx.com/.

4. In respect of –

(a) each financial year (being one of the 3 most recently 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 description of the significant factor(s), including any unusual or infrequent event(s) or new development(s), which materially affected profit or loss before tax of the Group, and the extent to which such profit or loss before tax of the Group was so affected in respect of each of the three most recently completed financial years for which the audited and unaudited financial statements have been published is set out below:

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 significant factor, including any unusual or infrequent event or new development which materially affected profit or loss before tax of the Group.

Please refer to Appendix I to this Offer Information Statement for the audited consolidated statement of profit or loss of the Group for FY2023, FY2024 and FY2025, as well as the unaudited consolidated statement of profit or loss of the Group for 9M2026.

A summary of the operations, business and financial performance of the Group for FY2023, FY2024, FY2025, unaudited consolidated statement of profit or loss of the Group for the 9-month financial period ended 31 March 2025 ("**9M2025**") and 9M2026 is set out below:

9M2025 vs 9M2026

(a) Revenue

The Group recorded an increase of 1% in 9M2026 from S$11.99 million to S$12.07 million. Revenue from Medical Diagnostics and Treatments segment increased by S$0.10 million to S$9.75 million in 9M2026, mainly attributable to the increase in income from services rendered to third parties from clinical research, which partially offset the decrease in the revenue contribution from the clinical and medical services segment.

(b) Other income

The Group recorded other income of S$0.39 million in 9M2026, with a decrease of 36% compared to S$0.61 million in 9M2025, mainly due to absence of a one-time Grant for Equity Market Singapore (Gems) scheme granted by Monetary Authority of Singapore (MAS) amounting to S$0.30 million recognized in 9M2025. The balance of other income was mainly attributed to rental income and government grants recorded in 9M2025.

(c) Other gains/(losses)

The Group recorded other gains of S$0.08 million in 9M2026, compared to losses of S$0.01 million in 9M2025 is mainly due to disposal of PPE and foreign exchange gains in 9M2026 compared to foreign exchange losses in 9M2025, both arising from payment to a supplier.

(d) Medical consultancy fees

The Group recorded medical consultancy fees of S$1.13 million in 9M2026, a decrease of 8% compared to S$1.23 million in 9M2025, mainly due to decrease in the doctors' earnings for the aesthetics department under Medical Diagnostics and Treatments segment, which is in line with the lower revenue contribution from the aesthetics department under the Medical Diagnostics and Treatments segment in 9M2026.

(e) Employee compensation

The Group recorded the employee compensation of S$7.41 million in 9M2026, a decrease of 17% compared to S$8.88 million in 9M2025, this is mainly due to the reversal of provision of bonus and unutilised annual leave.

(f) Finance costs

The Group recorded finance costs of S$2.68 million in 9M2026, a 29% increase as compared to S$2.08 million in 9M2025, mainly due to (i) interest expense from additional loan from shareholders of S$3.90 million and (ii) higher interest expense arising from renewal of lease liabilities during 9M2026.

(g) Loss after tax

The loss after tax decreased by 8% from S$18.84 million in 9M2025 to S$17.29 million in 9M2026 mainly due to the factors mentioned above.

FY2025 vs FY2024

(a) Revenue

The Group recorded revenue of S$15.71 million in FY2025, a decrease of 6% from S$16.65 million in FY2024. Revenue from radiation therapy and medical oncology services segment increased significantly by S$1.18 million from S$1.98 million in FY2024 to S$3.16 million in FY2025. The revenue from medical diagnostics and treatment segment decreased by S$2.12 million from S$14.67 million in FY2024 to S$12.55 million in FY2025 as a result of intensified market competition which adversely affected the demand during the financial year.

(b) Other income

The Group recorded other income of S$0.86 million in FY2025, with an increase of S$0.32 million compared to S$0.54 million in FY2024, mainly due to the receipt of a one-time Grant for Equity Market Singapore (Gems) scheme granted by Monetary Authority of Singapore (MAS) amounting to S$0.30 million.

(c) Other gains/(losses)

The Group recorded other gains of S$0.12 million in FY2025, an increase of S$5.30 million compared to other losses of S$5.19 million in FY2024, mainly due to the absence of the provision of fair value losses on derivative liabilities of redeemable convertible loans ("RCL"), loan from non-related parties and loan from shareholders in FY2024.

(d) Medical consultancy fees

The Group recorded medical consultancy fees of S$1.59 million in FY2025, a decrease of 24% compared to S$2.10 million in FY2024, mainly due to a decrease in the doctors' earnings for the aesthetics segment due to the decrease in revenue from the aesthetics segment in FY2025.

(e) Repair and maintenance

Repair and maintenance increased by S$1.61 million or 36% from S$4.44 million in FY2024 to S$6.05 million in FY2025, mainly attributable to the annually increasing costs arising from repair and maintenance services for medical equipment, particularly the Varian ProBeam Compact, as stipulated in the agreements.

(f) Short-term rental of premises

Short-term rental of premises increased by S$0.01 million, mainly due to an increase in rental rate in FY2025.

(g) Impairment loss on trade receivables and property, plant and equipment

The Group recorded impairment loss on trade receivables of S$0.04 million due to the result from the loss of value of the amount a subsidiary has pending claim from its customer for the services rendered; and impairment loss on property, plant and equipment of S$2.47 million. Impairment losses on assets were recognized for FY2025 in view of the decrease in medical diagnostics and treatment revenue segment, as these assets are no longer expected to generate the previously anticipated level of economic benefits.

(h) Finance costs

The Group recorded finance costs of S$3.17 million in FY2025 as compared to S$11.55 million in FY2024, a decrease of S$8.38 million or 73%, mainly due to absence of accretion of interest on RCL and convertible loans that was in FY2024, and also partial settlement of bank borrowings during FY2025.

(i) Other operating expenses

The Group recorded other expenses of S$6.08 million in FY2025, compared to S$6.42 million in FY2024, a decrease of S$0.34 million or 5% mainly due to decrease in property tax of S$0.96 million, partially offset by an increase in professional fees of S$0.63 million.

(j) Loss after tax

As a result of the aforementioned, the Group's loss after tax decreased by S$10.40 million or 28% from S$37.45 million in FY2024 to S$27.05 million in FY2025.

FY2024 vs FY2023

(a) Revenue

The Group recorded revenue of S$16.65 million in FY2024, an increase of 3% from S$16.23 million in FY2023. Revenue from Radiation Therapy and Medical Oncology Services increased significantly by S$1.17 million from S$0.80 million in FY2023 to S$1.97 million in FY2024, which arose from the commencement of Proton Beam Therapy service since June 2023. The revenue from Medical Diagnostics and Treatment segment decreased by S$0.76 million from S$15.43 million in FY2023 to S$14.67 million in FY2024 mainly due to a result of increased market competition.

(b) Other income

The Group recorded other income of S$0.54 million in FY2024, with a decrease of S$0.03 million or 5% compared to S$0.57 million in FY2023, mainly due to the absence of grant income under Jobs Growth Incentive (JGI) in FY2024, a temporary scheme introduced in the Singapore Budget 2021 to help enterprises retain local employees.

(c) Other losses

The Group recorded other losses of S$5.19 million in FY2024, an increase of S$2.36 million or 83% compared to S$2.83 million in FY2023, mainly due to an increase in fair value losses on derivative liabilities upon conversion due to the listing exercise. This is partially offset by gain on waiver of interest on conversion of RCL 1 and 2.

(d) Repair and maintenance

Repair and maintenance increased by S$1.41 million or 46% from S$3.03 million in FY2023 to S$4.44 million in FY2024 mainly due to the repair and maintenance services for medical equipment, particularly the Varian ProBeam Compact since commencement of proton beam therapy services following approval from the Ministry of Health ("MOH") on 12 June 2023 (the "MOH Approval") as stated in the offer document of the Company dated 2 February 2024.

(e) Depreciation of property, plant and equipment

The increase in depreciation of property, plant and equipment of S$6.70 million or 116% from S$5.76 million in FY2023 to S$12.46 million in FY2024 mainly due to full year of depreciation for the Varian ProBeam Compact and proton beam therapy bunker starting in June 2023 upon obtaining the MOH approval of the proton beam therapy license.

(f) Employee compensation

The decrease in employee compensation of S$0.56 million or 5% from S$11.64 million in FY2023 to S$11.08 million in FY2024 mainly due to the reversal of share-based payments for a radiologist who resigned during the year. Additionally, the reversal of over-provisions of bonuses and unutilised annual leave also contributed to the decrease in employee compensation.

(g) Finance costs

The Group recorded finance costs of S$11.55 million in FY2024, compared to S$2.42 million in FY2023, an increase of S$9.13 million or 377%, mainly due to capitalisation of interest expenses in FY2023 in relation to the construction of proton beam therapy bunker and proton beam therapy machine. The capitalisation of borrowing costs had ceased as of 12 June 2023 upon obtaining the MOH approval and such borrowing costs have been thereafter recognised as finance costs.

(h) Other operating expenses

The Group recorded other expenses of S$6.42 million in FY2024, compared to S$6.66 million in FY2023, a decrease of S$0.24 million or 4% mainly due to capitalisation of IPO professional fees of S$1.96 million upon successful of IPO listing during the year. This is offset by property tax of S$1.41 million recorded in FY2024.

(i) Loss after tax

The loss after tax increased by S$19.38 million or 108% from S$18.07 million in FY2023 to S$37.45 million in FY2024 mainly due to the factors mentioned above.

Financial Position

5. 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 recently 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.

Please refer to Appendix II to this Offer Information Statement for the audited consolidated statement of financial position of the Group as at 30 June 2023, 30 June 2024 and 30 June 2025, as well as the unaudited consolidated statement of financial position of the Group as at 31 March 2026.

6. The data mentioned in paragraph 5 of this Part must include the line items in the audited or interim balance sheet of the relevant entity or the group, as the case may be, and must in addition include the following items:

(a) number of shares after any adjustment to reflect the sale of new securities or securities-based derivatives contracts;

(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 or securities-based derivatives contracts.

Please refer to Appendix II to this Offer Information Statement for the audited consolidated statement of financial position of the Group as at 30 June 2023, 30 June 2024 and 30 June 2025, as well as the unaudited consolidated statement of financial position of the Group as at 31 March 2026.

For illustrative purposes only, the following is an analysis of the financial effects of the Rights cum Warrants Issue, assuming that the Rights cum Warrants Issue is fully subscribed, on the NAV per share of the Group based on the audited statement of financial position of the Group as at 30 June 2025, as well as the unaudited consolidated statement of financial position of the Group as at 31 March 2026:

	As at 30 June 2025 (Audited)	**As at 31 March 2026 (Unaudited)**
Before Rights cum Warrants Issue		
NAV (S$'000)	55,641	44,278
Number of Shares (excluding treasury shares)	1,062,020,642	1,231,494,642
NAV per Share (S$ cents)	5.24	3.60
After completion of Rights cum Warrants Issue but before the exercise of Warrants		
NAV (S$'000)	70,582	59,219
Number of Shares (excluding treasury shares)	1,554,618,498	1,724,092,498
NAV per Share (S$ cents)	4.54	3.43
After completion of Rights cum Warrants Issue and after the exercise of Warrants		
NAV (S$'000)	95,211	83,849
Number of Shares (excluding treasury shares)	2,047,216,354	2,216,690,354
NAV per Share (S$ cents)	4.65	3.78

Liquidity and Capital Resources

7. Provide an evaluation of the material sources and amounts of cash flows from operating, investing and financing activities in respect of –

(a) the most recently 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.

Please refer to Appendix III to this Offer Information Statement for the audited consolidated statement of cash flows for the Group for FY2025, as well as the unaudited consolidated statement of cash flows for the Group for 9M2026.

A review of the cash flow and liquidity of the Group for FY2025 and 9M2026 are set out below:

FY2025

In FY2025, net cash used in operating activities was recorded at S$10.65 million. This comprised operating cash flows before working capital changes of S$9.82 million mainly due to (i) interest expenses of S$3.17 million; (ii) depreciation for property, plant and equipment of S$11.90 million; and (iii) impairment loss on property, plant and equipment of S$2.47 million, partially offset by loan modification of total S$0.10 million, increased trade and other receivables and trade and other payables of S$0.51 million and S$0.32 million, respectively.

Net cash generated from investing activities amounted to S$0.13 million was mainly due to sublease income received of S$0.28 million though, partially offset by the additions of property, plant and equipment of S$0.15 million.

Net cash generated from financing activities in FY2025 amounted to S$10.20 million mainly due to:

(i) Loan received from a shareholder amounting to S$12 million; and

(ii) Loan received from a non-related party amounting to S$5 million.

The cash inflow was partially offset by the repayment of lease liabilities and its corresponding finance costs of S$3.88 million and repayment of bank loan and its corresponding interest expense of S$2.89 million.

9M2026

During 9M2026, net cash generated from operating activities was S$0.38 million. This was derived from operating cash flows before working capital changes of S$6.81 million, mainly due to the Group recording a loss after tax of S$17.29 million for 9M2026, adjusted for interest expenses of S$2.68 million and depreciation for property, plant and equipment of S$8.15 million. Net working capital movements resulted in a cash inflow during the period, mainly reflecting movements in trade and other payables mainly attributable to the Prepayment of S$3.90 million received from Undertaking Shareholders and higher trade payables to vendors as a result of the Group's optimisation of its payment cycles as part of its broader working capital management strategy.

Net cash used in investing activities in 9M2026 amounted to S$0.16 million mainly due to purchase of property, plant and equipment of S$0.49 million. The cash outflow was partially offset by sublease income received of S$0.26 million.

Net cash used in financing activities in 9M2026 amounted to S$0.80 million mainly due to:

(i) Changes in restricted cash amounting to S$0.23 million;

(ii) Repayment of lease liabilities and its corresponding finance costs of S$3.20 million; and

(iii) Repayment of bank loan and its corresponding interest expense of S$1.89 million.

The cash outflow was partially offset by the loan received from shareholders amounting to S$3.90 million and proceeds from issuance of shares amounting to S$0.69 million.

8. 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 at least the next 12 months and, if insufficient, how the additional working capital considered by the directors or equivalent persons to be necessary is proposed to be provided. When ascertaining whether working capital is sufficient, any financing facilities which are not available as at the date of lodgement of the prospectus must not be included, but net proceeds from the offer may be taken into account if the offer is fully underwritten. Where the offer is not fully underwritten, minimum net proceeds may be included only if it is an express condition of the offer that minimum net proceeds are to be raised and that the application moneys will be returned to investors if the minimum net proceeds are not raised.

After taking into consideration, *inter alia*, the FY2025 Disclaimer Opinion, the Group's financial performance for FY2025, the Group's financial position as at 31 March 2026 and the Cash Flow Forecast, the Directors are of the reasonable opinion that the minimum amount which must be raised from the Rights cum Warrants Issue in order to meet the Group's present funding requirements for the next 12 months is S$14,900,000 (the "**Minimum Amount**").

In view of the Irrevocable Undertakings received from the Undertaking Shareholders, the Rights cum Warrants Issue is expected to be fully subscribed and the Minimum Amount necessary to meet the Group's present funding requirements for the next 12 months will be met.

As at the date of lodgement of this Offer Information Statement, the Directors are of the reasonable opinion that, barring any unforeseen circumstances, after taking into consideration the Irrevocable Undertakings received from the Undertaking Shareholders, and assuming the Company is able to raise Net Proceeds amounting to at least the Minimum Amount, the continued financial support available to the Group, the Group's internal resources and the present bank facility, the working capital available to the Group is sufficient for at least the next twelve (12) months.

In the unlikely event that the Minimum Amount is not raised from the Rights cum Warrants Issue, the Group will look for alternative sources of funding such as equity or debt fund raising through the placement of securities of the Company to investors or other fund raising opportunities to raise the requisite funding for the working capital requirements of the Group. Should the Company also fail to raise such alternative funding, the Group and the Company may not be able to operate as a going concern and trading of the Shares may be suspended pursuant to Rule 1303(3) of the Catalist Rules.

9. 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 or securities-based derivatives contracts in the relevant entity, provide –

(a) a statement of that fact;

(b) details of the credit arrangement or bank loan; and

(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).

To the best knowledge of the Directors, as at the date of lodgement of this Offer Information Statement, the Directors are not aware of any breach by any entity in the Group of any 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 or securities-based derivatives contracts in the relevant entity.

Trend Information and Profit Forecast or Profit Estimate

10. Discuss –

(a) the business and financial prospects of the relevant entity or, if it is the holding company or holding entity of a group, the group, for the next 12 months from the latest practicable date; and

(b) 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 for at least the current financial year, or that may 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.

The discussion on the business and financial prospects of the Group set out below may contain forward-looking statements which involve certain risks and uncertainties. Please refer to the section entitled "Cautionary Note on Forward-Looking Statements" of this Offer Information Statement for further details.

<u>Business and Financial Prospects of the Group for the Next 12 Months from the Latest Practicable Date</u>

Building on the Group's operational progress in FY2025, the Group remains focused on strengthening its capabilities in the diagnosis and treatment of various diseases and health conditions, including cancer, using advanced technology.

Proton beam therapy remains one of the Group's key clinical focus areas. In June 2025 and January 2026, the Group entered into a two-year service agreement with a public hospital in Singapore in relation to the provision of proton beam and photon therapy services to referred patients. Subject to operational readiness and other relevant factors, patient treatments under this arrangement have commenced in the first half of FY2026. The Group is also in ongoing discussions with a private oncology group in Singapore to explore potential collaboration opportunities to enhance patient referral flows and clinical partnerships, although no definitive agreements have been entered into as at the Latest Practicable Date.

The Group continues to maintain engagement with certain healthcare groups and has, under existing programmes, provided training to various specialist doctors. Such initiatives are intended to support clinical collaboration and knowledge exchange and may, subject to regulatory and market conditions, potentially contribute to future international patient referrals. In addition, the Group is continuing with research and development initiatives relating to proton-boron capture therapy and theranostic applications, and is undertaking preparatory work together with a German skin cancer therapy company, to introduce Rhenium-SCT therapy in relation to skin cancer and other nuclear medicine treatments in Singapore and the Asia-Pacific region. The Group is also engaging in discussions with various insurance companies and pharmaceutical companies to explore any potential strategic partnerships or other growth initiatives.

Over the next 12 months, the Group intends to focus on, *inter alia*, progressing existing service arrangements and collaboration initiatives, continuing efforts to expand insurance panel participation and referral partnerships to enhance accessibility of the Group's services, and enhancing its diagnostic, imaging and theranostic capabilities in line with the Group's operational requirements and financial resources.

The Directors are of the view that, subject to prevailing market conditions, operational execution and continued shareholder support, the Group will continue to manage its operations prudently while pursuing long-term opportunities consistent with its core focus areas, and seek to maintain financial stability.

Trends, Uncertainties, Demands, Commitments or Events

Save as disclosed above and in this Offer Information Statement, the annual report of the Company for FY2025 and public announcements, and barring unforeseen circumstances, the Directors are not aware of any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on its net sales or revenues, profitability, liquidity or capital resources for the current financial year, or that would cause the financial information disclosed in this Offer Information Statement to not be necessarily indicative of the future operating results or financial conditions.

Please refer to the section on “Risk Factors” below for more information on factors which may affect the Group’s revenue and financial performance.

Risk Factors

To the best of the Directors’ knowledge and belief as at the Latest Practicable Date, the risk factors that are material to Shareholders and prospective investors in making an informed judgement on the Rights cum Warrants Issue are set out below. Shareholders and prospective investors should carefully consider and evaluate each of the following considerations and all other information contained in this Offer Information Statement before deciding whether to invest in the Rights Shares, Warrants and/or the Warrant Shares.

The risks described below are not intended to be exhaustive. New risk factors emerge from time to time, and it is not possible for the management to predict all risk factors, nor can the Group assess the impact of all factors on the Rights cum Warrants Issue or the extent to which any factor, or combination of factors, may affect the Group. In addition to the risks described below, the Group could be affected by risks relating 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 risks. 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 develop into actual events, the business, results of operations, financial condition and prospects of the Company and the Group may be materially and adversely affected. In such event, the trading price of the Rights Shares, Warrants and/or the Warrant Shares could decline due to any of these considerations and uncertainties. Moreover, there is a risk that the trading of the Shares may be suspended and the Company may be eventually delisted. Accordingly, Shareholders may lose all or part of their investment in the securities of the Company.

Risks relating to the business or industry of the Group

The External Auditors of the Company had issued a disclaimer of opinion in respect of the consolidated audited financial statements of the Company and the Group for FY2024 and FY2025

The External Auditors of the Company, Foo Kon Tan LLP, had in its Independent Auditors' Report dated 9 October 2025, issued the FY2025 Disclaimer Opinion. The basis for the FY2025 Disclaimer Opinion relates principally to, *inter alia*, (i) the auditors' inability to obtain sufficient appropriate audit evidence in respect of certain opening balances following the disclaimer of opinion issued for the previous financial period, (ii) material uncertainties that may cast significant doubt on the ability of the Group and the Company to continue as a going concern, (iii) the recoverability and impairment assessment in relation to the carrying value of the Group's property, plant and equipment, and (iv) the recoverability and impairment assessment in relation to the carrying value of the cost of the Company's investment in subsidiaries relating to PTPL, its wholly-owned subsidiary.

The then External Auditors of the Company, PricewaterhouseCoopers LLP, had also in their Independent Auditors' Report dated 9 December 2024, issued the FY2024 Disclaimer Opinion. The basis for the FY2024 Disclaimer Opinion related principally to, *inter alia*, the use of going concern assumption in the preparation of financial statements, impairment of property, plant and equipment, as well as the impairment of the Company's other receivables from a subsidiary.

Please refer to the Company's announcements dated 9 December 2024 and 9 October 2025, as well as the Company's Annual Reports for FY2024 and FY2025 for further details in relation to the FY2024 Disclaimer Opinion and the FY2025 Disclaimer Opinion.

The Company has incurred net loss after tax for FY2025 and 9M2026

For FY2025 and 9M2026, the Group recorded a loss after tax from continuing operations of S$27,046,778 and S$17,288,075 respectively. The Group also recorded a net operating cash outflow of approximately S$10,650,389 and net operating cash inflow of S$376,518 respectively for 9M2026. As at 31 March 2026, the Group's current liabilities exceeded its current assets by S$28,235,617, and the Group had cash and cash equivalents of approximately S$2,481,895.

There is no assurance that the Group will be able to expand its business, attract and retain sufficient patients, or generate significant revenue and profitability or, if attained, there is no assurance that the Group will be able to sustain such profitability. If the Group is unable to do so, its financial performance and financial position may be materially and adversely affected.

Please refer to the Company's Annual Report for FY2025 and the Company's announcement dated 14 May 2026 in relation to the unaudited condensed interim consolidated financial statements of the Group for 9M2026 for further information on the Group's financial performance, cash flows and financial position.

The Group's business operates in a highly-regulated industry that is subject to various laws, regulations and guidelines

The Group is subject to the regulatory regimes in Singapore including and amongst others, laws and regulations governing the Group's operation of medical clinics and provision of medical services.

The various laws, regulations and licensing requirements in Singapore cover many aspects of the Group's business including, but not limited to:

(i) the conduct of its business operations;

(ii) the provision of services and adequacy of medical care;

(iii) the quality of its medical facilities, equipment, and services;

(iv) the purchase and sale of medications and pharmaceutical drugs;

(v) the handling and disposal of regulated items and associated environmental regulations for medical facilities;

(vi) the qualifications of the medical practitioners and healthcare professionals; and

(vii) the confidentiality and maintenance of, and security issues associated with, health-related information and medical records.

Regulatory authorities may exercise broad discretion in assessing the Group's compliance with licensing requirements, varying licensing requirements or introducing new licensing requirements, and the Group may incur significant costs and suffer operational restrictions that could negatively affect the Group's business and financial performance. There is also no assurance that the Group will be able to obtaining or renewing the requisite approvals, licences and/or permits upon their expiration or maintain such approvals, licences and/or permits.

In addition, the qualifications and practice of the Group's medical professionals are strictly regulated under Singapore laws and regulations, as well as by other applicable codes of professional conduct or ethics. If the Group's medical professionals fail to comply with the necessary licensing requirements or professional code of practice, it will affect their ability to practise, which will in turn affect the Group's ability to provide its services, thereby materially and adversely affecting its business and reputation.

There is no assurance that the Group will always be able to at all times maintain full compliance with the relevant laws and regulations governing the Group's business operations, and the Group could suffer penalties, additional costs and restrictions to its business operations if it fails to do so. If the Group is in breach of any applicable laws or regulations, or fail to comply with restrictions imposed by its licences, permits and governmental approvals, the Group may become subject to regulatory enforcement actions or be subject to fines, penalties, additional costs or revocation of governmental approvals, permits, or licences. In the event that such legal proceedings, claims or enforcement actions are commenced against the Group, the Group may have to incur substantial time and resources to defend those proceedings which may also require significant attention from the management that would otherwise be available for attending to the ongoing operations and development of the Group's business. If any of these foregoing events should occur, the Group's business, results of operations, financial condition or prospects may be materially and adversely affected.

The Group may lose its competitiveness if it is unable to keep abreast with the latest technology by acquiring new or upgrading its equipment and facilities

All devices, equipment and facilities used in rendering the Group's services are sourced from third party overseas suppliers which market themselves as providers of the latest technology in their respective operating segments. The Group strives to keep up with advances in technology relevant to its business by working closely with these suppliers. However, rapid technological changes in the industry require the Group to constantly source for and invest in new equipment and technology. From time to time, the Group also needs to upgrade its existing equipment and facilities, all of which require significant capital expenditure.

If the Group is unable to finance the acquisition of the latest equipment and facilities to keep abreast of the advancements in technology, the demand for the Group's services may decline. The Group is unable to assure that it will be able to recover the financial outlay for such new equipment and facilities. In any such event, the Group's business, results of operations, financial condition and prospects will be adversely affected.

The Group is dependent on its ability to attract and retain suitable and qualified healthcare professionals

The provision of services by the Group is dependent on its ability to attract and retain healthcare professionals with the requisite experience and reputation to operate its clinics and facilities. In particular, specialist doctors and skilled healthcare professionals, who are able to operate the specialised diagnostic and therapy equipment, are required to hold professional licences which can only be attained after obtaining specific training and qualifications. As some of the Group's specialised medical equipment are procured overseas and not commonly found in Singapore, the Group has to recruit experienced healthcare professionals to operate these equipment, which in turn increases the Group's recruitment costs.

Further, certain licences are required to be registered under the respective healthcare professionals. If the Group is unable to attract and retain its healthcare professionals, or find suitable and timely replacements for its healthcare professionals, this will affect the quality of the Group's services, which will in turn adversely affect the Group's business, results of operations, financial condition and prospects. In addition, if there are any changes in applicable laws, regulations or policies of Singapore or any other jurisdiction which restrict the Group's employment of healthcare professionals, this may have an adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group's business may be affected if it is not on the panel of insurance companies' healthcare providers or if there is disruption to the Group's referral source

Many of the Group's local patients use its services because the Group is on the panels of healthcare providers of insurance companies. Notwithstanding that patients can also claim the costs of certain treatments from their insurance even though the Group is not on the insurance companies' panels of healthcare providers, being on the panel will allow the patients to take advantage of more benefits, such as more favourable co-payment schemes, and reduce the risk of potential disputes in patients' claims.

Some of the Group's patients are referred by medical professionals from other healthcare providers who require the use of the Group's facilities, such as the Group's specialised diagnostic imaging as well as radiation therapy services. The Company is not required to pay referral fees for such arrangements but, depending on the service provided, these referred patients may be offered preferential rates. The Company also has arrangements with medical concierge service providers.

The Group's business may be affected if the Group is being removed from the panel of healthcare providers of insurance companies or if other medical professionals cease to refer their patients to the Group due to various reasons, including more competitive rates being offered by the Group's competitors, poor services or if the Group is unable to maintain its facilities at a higher standard than its competitors. In any such event, the Group's business, results of operations, financial condition and prospects may be adversely affected.

The Group's business growth is dependent on the Group's ability to maintain and grow its customer base

The Group's main sources of patients comprise individual patients, corporate clients, referrals by medical professionals from other healthcare providers, research institutions, and foreign patients seeking medical care in Singapore. While the Group may strive to set itself apart with its competitive strengths, facilities and services that the Group is or will be offering that are not easily replicable, the Group's ability to maintain its main sources of patients and grow its customer base may be affected by external factors and other events beyond its control. For instance, any implementation of travel restrictions and various travel advisories due to the outbreak of pandemics may lead to a decrease in foreign patients seeking medical care in Singapore, or a slowdown in the global economy leading to a decrease in demand for private healthcare services. Should any such events occur, the Group's business, results of operations, financial condition and prospects would be adversely affected.

The Group may face disruptions to its business operations due to rental revisions and relocation of its clinics and facilities

The Group operates all its clinics and facilities in properties that are leased from private landlords. Upon the expiry of the respective lease tenures, the landlords will have the right to review and revise the terms and conditions of the Group's lease agreements, including the rental rates. In the event that the Group is unable to renew the leases of its clinics and/or facilities on terms and conditions favourable to it, or if JTC Corporation were to pre-terminate the head lease due to such landlord's non-compliance with the terms of the lease prior to the expiry of the term of such lease, the Group would have to discontinue or relocate its clinics and/or facilities and may experience difficulties with such relocation. This will have an adverse and material impact on the Group's financial resources as the Group has already invested significant capital in the renovation of its premises and installation of equipment, in particular the proton beam therapy equipment, which involved the construction of a concrete proton therapy bunker within the building and extensive electrical works. In addition, the Group would incur significant costs to reinstate the premises to its original condition, and an even greater cost to find a suitable alternative location. Accordingly, any relocation of the Group's clinics and facilities would have an adverse effect on its business and financial condition.

The Group faces competition from existing and potential new participants in the industry in which it operates, and the Group may not be able to compete successfully with them

The medical industry is generally a highly competitive industry and the Group faces competition from other healthcare service providers in Singapore and overseas, in both the public and private sectors. Some of the Group's competitors may have longer operating histories, offer a wider range of services, have greater brand recognition and/or larger financial resources at their disposal and could leverage on these to expand their market share. While the Group is currently able to set itself apart from other healthcare service providers with its competitive strengths and the facilities and services which the Group is or will be offering that are not easily replicable, if the Group's competitors successfully exploit their competitive advantages and adopt similar business strategies to compete with the Group directly, there is no assurance that the Group will be able to compete effectively against them. The Group may therefore lose its customers and market share, which would adversely affect its business, results of operations, financial condition and prospects.

The Group's business is capital intensive and may require further financing for future growth

The Group's business is capital intensive. In order to finance the capital outlay required, the Group relies largely on internal resources, equity fund-raising activities, as well as existing facilities from banks and financial institutions. There is no assurance that the Group will be able to continue to obtain or rely on such financing support in the future. In the event that the Group is unable to obtain the required financing and do not have sufficient cash flows to fund its business and/or working capital requirements, the Group's business, results of operations, financial condition and/or prospects may be materially and adversely affected.

The Group may explore potential business opportunities which are favourable to the Group's future growth and prospects. Under such circumstances, the Group may need additional capital through equity or debt financing. The Group's ability to raise capital is dependent on factors including, among others, the prevailing economic conditions in Singapore and globally, its ongoing results of operations and financial condition, the state of the capital and credit markets, government regulations and the acceptability of the funding terms offered. There is no assurance that the Group would be able to obtain additional funds, either on a short-term or a longer term basis, when capital is required. If the Group is unable to secure necessary funding or secure such funding on favourable terms, or at all, whether through external debt financing, equity financing and/or internally generated cash flows, the Group's business and prospects may be materially and adversely affected.

The Group may face risks associated with debt financing and debt facilities

The interest rates which the Group is charged on debt financing or debt facilities will expose the Group to risks associated with debt financing including adverse changes in interest rates and the inability to meet payments of principal and interest. A material increase in interest rates would increase borrowing and financing costs, which may in turn weaken the Group's financial standing when seeking future financing for its expansion or other funding requirements. The Group will also be subject to the risk of its existing borrowings being terminated by the lenders upon the occurrence of certain events (such as a breach of covenants, the failure to make interest payments and/or to rectify any breach in the agreements), or the Group may not be able to refinance its existing borrowings or the terms of any refinancing may not be as favourable as the terms of its existing borrowings.

In addition, debt financing or debt facilities that the Group has or may obtain in the future may be subject to covenants that may: (a) limit its ability to pay dividends; (b) require the Group to seek consent for the payment of dividends; (c) require the Group to utilise the facilities for specific purposes, or (d) limit the Group's flexibility in planning for, or reacting to, changes in its business and industry. Such debt financing or debt facilities may also: (a) restrict the Group's freedom to operate as they may contain conditions that increase our vulnerability to general adverse economic and industry conditions; (b) require the Group to dedicate a portion of its cash flow from operations to repayments of its debt, thereby reducing the availability of the Group's cash flow for capital expenditure, working capital and other general corporate purposes; (c) limit the Group's flexibility in planning for, or reacting to, changes in its business and our industry; or (d) limit the Group's level of gearing. Should there be a breach of a material term of such facilities in the future, the Group may not be able to make any distribution to Shareholders without the prior written consent of the lenders.

Changes to existing laws, regulations and guidelines, or the introduction of new laws, regulations and guidelines could have an adverse impact on the Group

The Group's business operations are subject to extensive government laws, regulations, licensing and accreditation requirements which are evolving. Any changes to the existing government laws, regulations, licensing and accreditation requirements may require the Group to apply for new approvals, licences and/or permits and there is no assurance that the Group will be able to obtain these new approvals, licences and/or permits. In the event that the Group is unable to obtain or renew the requisite approvals, licences and/or permits, or such approvals, licences and/or permits are withdrawn, the Group may be required to cease operations and the Group's business, results of operations, financial condition and prospects may be adversely affected.

Changes to existing laws, regulations and guidelines, the introduction of new laws, regulations and guidelines, or new legal decisions could also have a negative impact on the Group's operations, even if such laws and regulations are not directly applicable to the

Group. Should there be any subsequent modifications, additions or new restrictions to the current compliance standards, the Group may incur additional costs or administrative burdens in complying with the new or modified standards which may materially and adversely affect its profitability and, consequently, its business, results of operations, financial condition and prospects.

The Group may also incur significant costs associated with enhancing its compliance function as the regulations and laws change. Although the Group has internal control and compliance systems in place for the purpose of complying with such laws and regulations, there is no assurance that such systems and the Group's efforts to ensure compliance will be effective or comprehensive enough to accommodate any subsequent changes to the regulations and laws. Any or all of such events could have an adverse effect on the Group's business, results of operations, financial condition or prospects.

The Group is subject to risks of medical and legal claims, regulatory actions and professional liability arising from its provision of healthcare services

The provision of professional healthcare services entails inherent risks of liability. The Group's provision of oncology treatments and procedures involves the treatment of more complex medical conditions that do not have guaranteed positive outcomes, hence the Group may be susceptible to complaints, allegations and legal actions, with or without merit, which may be threatened, made or taken against the Group, its medical practitioners and/or healthcare professionals in relation to, *inter alia*, its services, pricing, marketing activities, negligence or medical malpractice.

The Group may therefore from time to time be involved in material disputes with various parties in the ordinary course of its business. Such complaints, allegations and legal actions, regardless of their merit, may result in public scrutiny and negative publicity thereby harming the professional standing and market reputation of the Group and its medical practitioners and/or healthcare professionals. The Group's resources may also be diverted to defend such claims, thereby adversely affecting the Group's business, results of operations, financial condition, and prospects. Any complaint against the Group's medical practitioners, healthcare professionals or the Group may also result in investigations and/or disciplinary actions by the relevant governing professional body (including the Ministry of Health and Singapore Medical Council) which could in turn result in fines, suspension and/or the revocation of licences. The occurrence of any of the foregoing events may have a material adverse impact on the employee morale, business, results of operations, financial condition and prospects of the Group.

In the event of litigation or claims, there is also no assurance that the medical and legal claims made against the Group would not be in excess of the amount covered by the Group's insurance policies or that such insurance policies are sufficiently comprehensive to cover all types of claims. If the Group's arrangements for insurance or indemnification do not adequately cover potential claims, the Group may be required to make substantial payments, which may have a material adverse effect on the Group's business, results of operations, financial condition and prospects.

The Group's insurance coverage and indemnities may not cover all damages and losses

The Group's clinics and medical equipment face the risk of suffering physical damage caused by fire, natural disasters, or other causes, as well as potential public liability claims, which could disrupt its business operations. While the Group believes that it has insured its business operations and clinics in line with industry practice in Singapore, there is no assurance that there will not be any such damage or that liability claims will not be in excess of the amount covered by the Group's insurance policies or that such insurance policies are comprehensive and cover all types of damage suffered or public liability claims. As such, should there be adverse developments such as terrorist attacks and other natural or man-made disasters such as earthquakes and floods, fire hazards and other events beyond the Group's control, the Group may not have adequate insurance coverage to cover these liabilities and risks. If the Group's losses as a result of these exceed its insurance coverage or are not covered by its insurance policies, the Group may be liable to bear such losses, and the Group's business, results of operations, financial condition, and prospects may be materially and adversely affected. There is also no assurance that the Group will be able to renew all its policies or obtain new policies on similar terms.

Further, any material change in the terms of the Group's medical practitioners' insurance policies may have a disproportionate and material adverse effect on the Group's business, results of operations, financial condition and prospects. Any material changes to the terms of such insurance policies may result in claims for which the Group may not be compensated for by insurance proceeds (if any) and/or contractual indemnities (if any). In the event that there are any such material changes, the Group may have to make provisions in its accounts, and this may have a material adverse effect on the Group's business, results of operations, financial condition, and prospects.

The Group's business operations may be affected by a variety of challenges affecting the healthcare industry

The Group's business, results of operations, financial condition and prospects may be affected by the challenges currently faced by the healthcare industry such as:

(i) general economic, business and demographic conditions at local, regional, national and international levels, including border closure;

(ii) an increase in the threat of terrorism or armed conflict and the occurrence of natural and man-made disasters that affect travel security which could reduce the volume of medical tourism;

(iii) improvements in the level of quality of healthcare services in neighbouring countries that may affect the stream of medical tourists coming to the Group's clinics;

(iv) technological and pharmaceutical improvements that reduce the demand for the Group's healthcare services;

(v) rising costs of medicines and pharmaceutical drugs;

(vi) stricter regulations governing the purchase of medications and pharmaceutical drugs, which are highly regulated;

(vii) stricter regulations governing protection of sensitive or confidential patient information from unauthorised disclosure;

(viii) changes in the supply distribution chain or other factors that increase the cost of supplies, as well as increased cost of rental and employee salaries and benefits;

(ix) reputational and potential financial risk to the Group's operations caused by the independent actions of medical practitioners, including the prices they charge patients for their services;

(x) changes in methods of taxation and tax policy (particularly in response to clarificatory circulars issued by the tax authority as to tax avoidance);

(xi) credit and collection risks due to difficulties in collecting payments from patients for procedures performed and services rendered;

(xii) general inflation; and

(xiii) government-mandated benefits or other regulatory changes.

In particular, a slowdown in the global economy might lead to a decrease in demand for private healthcare services as more patients may opt for subsidised public healthcare services or treatments which are more price competitive. Any failure by the Group to effectively manage these challenges may have a material adverse effect on the Group's business, results of operations, financial position and prospects.

The Group may be exposed to risks in relation to the disposal of medical waste and the use of certain medical equipment

The Group's operations involve the disposal of medical waste such as needles and other common by-products of clinics, as well as radioactive waste. The Group's radioactive waste and general waste management processes have to be carried out in accordance with the guidelines prescribed and reviewed by the Radiation Protection and Nuclear Science Group of the National Environment Agency of Singapore, and by employees who have the necessary licences from the National Environment Agency. The Group is also required to dispose of medical waste and use its medical equipment in accordance with procedures prescribed by law.

Failure to comply with these procedures or guidelines may expose the Group to fines or suspension by the relevant authorities, and any risk of injury or damage occurring due to errors such as incorrect readings of the radioactivity of the materials or waste or the general volatile nature of handling radioactive and/or hazardous materials in the course of the Group's business or caused by the wrongful disposal of medical waste or misuse of medical equipment, which may expose the Group to civil claims from any injured parties. There have been no past claims which had a material adverse impact on the Group's financial position and/or operations. If any of the above were to occur, the Group's financial performance, financial condition, professional standing and market reputation, and prospects will be materially and adversely affected.

The Group could be exposed to risks relating to the handling of medical and personal data

Medical data of customers are sensitive and personal data. On top of the Personal Data Protection Act 2012 of Singapore, the Group is subject to laws, rules, regulations and practice guidelines that require medical institutions to protect the privacy of their patients and prohibit unauthorised disclosure of personal information, which are also subject to change. Regulations to which the Group is subject may require licensees of a private medical clinic or healthcare establishment to keep and maintain proper medical records. In this regard, such licensees are generally required to take all reasonable steps, including implementing such processes as are necessary, to ensure that such medical records are accurate, complete and up-to-date, and to implement adequate safeguards (whether administrative, technical or physical) to protect the medical records against accidental or unlawful loss, modification or destruction, or unauthorised access, disclosure, copying, use or modification. The Group's business requires it to handle, store and manage personal information pertaining to its patients, as well as transmit personal, confidential and proprietary information, such as customers' credit card details, over public networks. As such, there is no assurance that there will not in the future be data leakage or improper use of medical and personal information due to technology failures, human error or lapses in the Group's controls over access to such information. Any breach of the Group's confidentiality obligations could expose the Group to potential liabilities such as litigation or regulatory proceedings and adversely impact the Group's reputation. Any contravention of these laws and regulations may also render the person committing the offence to be liable on conviction to a fine or imprisonment.

The Group has taken measures to maintain the confidentiality of the medical and personal information relating to the Group's patients by amongst others, appointing a data protection officer. However, these measures may not always be effective in protecting the relevant medical information. Compliance with new privacy and security laws, regulations and requirements may result in increased operating costs or administrative burdens and may constrain or require the Group to alter the Group's business model or operations, which may in turn affect the Group's business, results of operations, financial condition and prospects.

The Group's business may be affected by health pandemics and the spread or outbreak of any infectious diseases, such as the global pandemic outbreak of COVID-19

The Group face risks from epidemics, pandemics and natural disasters. During the last 20 years, there have been outbreaks of various communicable diseases, such as SARS, Avian influenza, MERS, and COVID-19. In particular, the global economy is projected to be impacted by the containment measures implemented by various countries to slowdown the spread of any communicable disease, such as social distancing requirements, quarantine measures, travel restrictions, the shutdown of non-essential services and forced business closures. If the impact of the outbreak of such communicable disease continues for an extended period, it could materially and adversely impact the Group's business, results of operations, financial condition and prospects.

During the COVID-19 pandemic, social distancing and pandemic protocols reduced the number of patients that the Group could attend to, and the travel restrictions and quarantine requirements also impacted medical tourism in Singapore and reduced the demand for the Group's services by foreign patients. Foreign patients seeking medical care in Singapore may decrease in the event that similar conditions arise in the future. In the event that similar outbreaks of infectious diseases occur and comparable containment measures are imposed for an extended period, the Group's business, operations and financial condition in the long-term may be negatively affected as the Group's costs may exceed the revenue generated during such period of disruption.

Further, the Group's medical practitioners and other healthcare professionals, being frontline workers to any outbreak, will be particularly susceptible to any epidemic or pandemic, given their close contact with patients. The Group has certain measures, procedures and protocols in place to mitigate the effects of such outbreaks, including ensuring a sufficient supply of effective personal protection equipment for all employees (for example, surgical gloves, gowns and caps, and N95 respirator masks), having stringent infection control protocols in place to prevent person-to person contamination and keeping full records of the contact details of patients to facilitate contact tracing if necessary. However, there is no assurance that the Group's patients, the Group's employees, and/or other healthcare professionals will not be infected with communicable diseases, which may disrupt the Group's business and operations or require the affected clinics to be temporarily shut down for quarantine purposes. In addition, implementation of additional measures, procedures and protocols to mitigate the effects of such outbreaks (whether to comply with any laws, regulations and requirements or otherwise) may result in increased operating costs, or administrative burdens to us. Such disruptions to the Group's business and operations may have an adverse impact on the Group's business, operations, financial condition and prospects.

The Group may encounter problems with its joint ventures, collaborations or research partners that may adversely affect the business

The Group may, from time to time, enter into joint ventures, collaborations or research arrangements with third parties in connection with its business and expansion plans, including with overseas partners. Such arrangements inherently involve risks associated with differences in objectives, priorities and operational approaches between the Group and its partners. There is no assurance that any disputes or disagreements between the Group and such partners will be resolved in a manner favourable to the Group.

In addition, such partners may, *inter alia*, (i) have economic, strategic or business interests that differ from those of the Group; (ii) change their strategies or level of commitment; (iii) delay or fail to perform their obligations; (iv) experience financial or operational difficulties; or (v) be affected by regulatory, geopolitical or cross-border constraints. Any delay in execution, change in partner strategy or external development may affect the inflow of foreign patient or the progress of clinical trials. In such event, the Group's business, operations, financial condition and prospects may be materially and adversely affected.

Risks relating to the Shares, the Rights Shares, the Warrants and the Warrant Shares

Warrants may not be traded on the SGX-ST if there is an insufficient spread of holdings

Under Rule 826 of the Catalist Rules, the Company is to ensure a sufficient spread of holdings to provide for an orderly market in the Warrants. As a guide, the SGX-ST expects at least 100 warrantholders for a class of company warrants. It should be noted that in the event of an insufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, the Warrants may not be listed and quoted on the Catalist. Accordingly, holders of the Warrants will not be able to trade their Warrants on the SGX-ST. However, if holders of the Warrants were to exercise their Warrants, subject to the terms and conditions of the Warrants, to convert their Warrants into Warrant Shares, such Warrant Shares will be listed and quoted on the Catalist.

There is no assurance that an active trading for the Shares and/or Warrants will develop after the Rights cum Warrants Issue

Although the listing and quotation notice has been obtained from the SGX-ST for the listing of and quotation for the Rights Shares, Warrants and the Warrant Shares on the Catalist of SGX-ST, there is no assurance that an active trading market for the Company's Shares and/or Warrants will develop, or if it develops, will be sustained after the Rights cum Warrants Issue. There is also no assurance that the market price for the Shares will not decline below the Issue Price or the Exercise Price after the Rights cum Warrants Issue. Volatility in the trading price of the Shares and/or Warrants may be caused by factors outside the Company's control and may be unrelated or disproportionate to its operating results.

Shareholders should note that the Warrants trade in board lots of 100 Warrants. Following the Rights cum Warrants Issue, Shareholders who hold odd lots of the Warrants (i.e. less than 100 Warrants) and who wish to trade in odd lots on the SGX-ST should note that there is no assurance that they can acquire such number of Warrants to make up one board lot of 100 Warrants or to dispose of their odd lots (whether in part or in whole) on the SGX-ST. Further, Entitled Shareholders who hold odd lots of less than 100 Warrants may experience difficulty and/or have to bear disproportionate transaction costs in disposing of odd lots of their Warrants.

Investments in securities listed on Catalist involve a higher degree of risk and can be less liquid than shares listed on the Main Board of the SGX-ST

The Shares are listed on the Catalist, 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 Main Board of the SGX-ST. An investment in shares listed and quoted on the Catalist may carry a higher risk than an investment in shares listed and quoted on the Main Board of the SGX-ST, and such shares can be less liquid than shares listed and quoted on the Main Board of the SGX-ST.

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 on the SGX-ST after the Rights cum Warrants Issue, or the perception that such sales may occur, could materially affect the market price of the Shares. These factors may also adversely affect the Company's ability to issue additional equity securities and/or raise further equity capital.

The Company's Share price may fluctuate significantly in the future and you may lose all or part of your investment

The market price of the Shares may, from time to time, fluctuate significantly and rapidly in response to, *inter alia*, the following factors, some of which are beyond the Company's control:

(a) variations in the Group's operating results;

(b) changes in securities analysts' recommendations, perceptions or estimates of the Group's financial performance;

(c) changes in market valuations and share prices of companies with business similar to that of the Group that may be listed in Singapore;

(d) announcements by the Company of significant acquisitions, strategic alliances or joint ventures;

(e) fluctuations in stock market prices and volume;

(f) the Group's involvement in material litigation;

(g) additions or departures of key personnel;

(h) success or failure of the Company's management in implementing business and growth strategies; and

(i) changes in conditions affecting the industry, the general economic conditions or stock market sentiments or other events or factors.

For these reasons, among others, the Shares may trade at prices that are higher or lower than the net asset value per Share. In addition, the Shares are not capital-safe products and there is no guarantee that holders of the Shares can realise a higher amount or even the principal amount of their investments.

Shareholders who do not or are not able to accept their provisional allotment of Nil-Paid Rights, or do not exercise their Warrants following the Rights cum Warrants Issue, will experience a dilution in their shareholding interest in the Company

Entitled Shareholders who do not or are not able to accept their provisional allotment of Nil-Paid Rights will experience a dilution in their shareholding interest in the Company, and may also experience a dilution in the value of their Shares. Even if an Entitled Shareholder sells its/his/her Nil-Paid Rights, the consideration received may not be sufficient to compensate such Entitled Shareholder fully for the dilution of shareholding interest in the Company as a result of the Rights cum Warrants Issue.

If an Entitled Shareholder does not exercise its/his/her Warrants taken up under the Rights cum Warrants Issue, such Entitled Shareholder's shareholding interest in the Company may be diluted or varied, in the event that any other Warrants issued under the Rights cum Warrants Issue are exercised.

The Company may issue Shares for additional funding for its future growth which will result in dilution to the Shareholders

After the Rights cum Warrants Issue, the Company may issue additional Shares to raise the required capital to fund its future growth. If additional funds are raised through the issuance by the Company of new Shares other than on a *pro rata* basis to existing Shareholders, the percentage ownership of existing Shareholders may be reduced and existing Shareholders may experience dilution in the value of their Shares.

If new Shares placed to new and/or existing Shareholders are issued after the Rights cum Warrants Issue, they may be priced at a discount to the then prevailing market price of the Shares trading on the Catalist, in which case, the existing Shareholders' equity interest may be diluted. 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.

Negative publicity may materially and adversely affect the price of the Shares

Negative publicity involving the Group or any of the Directors, executive officers or Substantial Shareholders of the Company may materially and adversely affect the market perception or the share performance of the Company, whether or not it is justified. Some examples are unsuccessful attempts in joint ventures, take-overs or involvement in insolvency proceedings.

Investors may not be able to participate in future Share placement or certain other equity issues of the Company's Shares

Following the Rights cum Warrants issue, in the event that the Company issues new Shares, the Company will be under no obligation to offer those Shares to its existing Shareholders at the time of issue, except where the Company elects to conduct a rights issue. However, in electing to conduct a rights issue or certain other equity issues, the Company may be subject to certain regulations as to the procedures to be followed in extending such rights issue to Shareholders or in disposing of their entitlements for the benefit of such Shareholders and making the net proceeds available to them. In addition, the Company may choose not to extend such rights issue to any Shareholder with an address outside of Singapore. Accordingly, certain Shareholders may be unable to participate in future equity offerings by the Company and may experience dilution in their shareholdings as a result.

11. 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.

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

12. 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.

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

13. 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 mentioned in paragraph 12 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.

14. 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 13 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 that person, 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 the auditor's examination of the evidence supporting the assumptions mentioned in paragraph 12 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 the auditor's attention which gives the auditor 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.

15. 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 13 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 that person, prepared on the basis of an examination by that issue manager or person of the evidence supporting the assumptions referred to in paragraph 12 of this Part, to the effect that no matter has come to the attention of that issue manager or person which gives that issue manager or person 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 the auditor's examination of the evidence supporting the assumptions referred to in paragraph 12 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 the auditor's attention which gives the auditor 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.

Significant Changes

16. Disclose any event that has occurred from the end of –

(a) the most recently 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 statement to that effect.

Save as disclosed in this Offer Information Statement and any announcements which have already been released to the general public, the Directors are not aware of any event which has occurred since 1 April 2026 up to the Latest Practicable Date which may have a material effect on the financial position and results of the Group.

Meaning of "published"

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

Noted.

PART 6: THE OFFER AND LISTING

Offer and Listing Details

1. **Indicate the price at which the securities or securities-based derivatives contracts 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, state the method by which the offer price is to be determined and explain how the relevant entity will inform investors of the final offer price.**

Issue Price of the Rights Shares

The Issue Price for each Rights Share is S$0.031, payable in full upon acceptance and application, with two (2) free detachable Warrants given with every two (2) Rights Shares subscribed. The applicable Exercise Price for each Warrant is S$0.050 for each Warrant Share, payable in full upon the exercise of the Warrant.

No expenses will be charged by the Company to Entitled Shareholders, their renouncees or purchasers for subscribing for the Rights Shares. 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 incurred for each successful application made through the ATMs of the Participating Bank, and such administrative fee will be borne by the subscribers or purchasers of the Rights Shares.

Issue Price of the Warrant Shares

S$0.050 for each Warrant Share, payable in full upon exercise of a Warrant (subject to any adjustment under certain circumstances as provided for in the Deed Poll).

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.**

The Shares are, and the Rights Shares and Warrant Shares will be, listed, quoted and traded on the Catalist of the SGX-ST. There is no established market for the Warrants.

The LQN has been received from the SGX-ST on 11 May 2026 for the dealing in and the listing of and quotation for the Rights Shares, Warrants and Warrant Shares on the Catalist of the SGX-ST, subject to compliance with the SGX-ST's listing requirements and certain conditions as set out in the LQN, as well as subject to there being an adequate spread of holdings for the Warrants to provide for an orderly market in the trading of Warrants. The LQN granted by the SGX-ST for the dealing in, listing of and quotation for the Rights Shares, Warrants and Warrant Shares is not to be taken as an indication of the merits of the Rights cum Warrants Issue, the Rights Shares, Warrants, Warrant Shares, the Company, its subsidiaries and their securities.

The Issue Price of S$0.031 for each Rights Share represents:

(a) a discount of approximately 16.22% to the closing price of S$0.037 per Share on the Catalist on 30 October 2025 (being the full market day on which the Shares were last transacted prior to the release of the Announcement) (the "**Last Traded Price**"); and

(b) a discount of approximately 12.15% to the theoretical ex-rights price of S$0.035 per Share (being the theoretical market price of each Share assuming maximum number of Rights Shares are issued at the Issue Price, and is calculated based on the Last Traded Price) ("**TERP**"). For the avoidance of doubt, the computation of TERP does not include the Warrant Shares to be issued from the exercise of the Warrants.

The Exercise Price of S$0.050 for each Warrant represents:

(a) a premium of approximately 35.14% to the Last Traded Price; and

(b) a premium of approximately 41.70% to the TERP.

The Issue Price and the Exercise Price have been determined after taking into account, among others, fundraising needs and the Company's share price performance and volume in the 12-month period prior to the Announcement, as well as the expected future growth of the Group.

For completeness and in light of the fluctuation in trading price of the Shares traded on the SGX-ST following the Announcement, as set out in the Company's announcement dated 22 April 2026:

(i) the Issue Price of S$0.031 for each Rights Share represents:

   (a) a discount of approximately 36.73% to the closing price of S$0.049 per Share on the Catalist as at 22 April 2026 (being the full market day on which the Shares were last transacted prior to the release of such announcement) (the "**Updated Traded Price**"), as compared to a discount of approximately 16.22% to the Last Traded Price; and

   (b) a discount of approximately 29.32% to the theoretical ex-rights price of S$0.044 per Share as at 22 April 2026 (being the theoretical market price of each Share assuming maximum number of Rights Shares are issued at the Issue Price, and is calculated based on the Updated Traded Price) ("**Updated TERP**"), as compared to a discount of approximately 12.15% to the TERP. For the avoidance of doubt, the computations of both the Updated TERP and TERP do not take into account the Warrant Shares to be issued upon the exercise of the Warrants.

(ii) the Exercise Price of S$0.050 for each Warrant represents:

(a) a premium of approximately 2.04% to the Updated Traded Price, as compared to a premium of approximately 35.14% to the Last Traded Price; and

(b) a premium of approximately 14.01% to the Updated TERP of S$0.044 per Share, as compared to a premium of approximately 41.70% to the TERP.

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 of the offer price.

Not applicable. None of the Shareholders has pre-emptive rights to subscribe for the Rights Shares with Warrants.

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

4. If securities or securities-based derivatives contracts of the same class as those securities or securities-based derivatives contracts being offered are listed for quotation on any approved exchange –

(a) in a case where the first-mentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for at least 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities or securities-based derivatives contracts –

(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

(b) in a case where the first-mentioned securities or securities-based derivatives contracts have been listed for quotation on the approved exchange for less than 12 months immediately preceding the latest practicable date, disclose the highest and lowest market prices of the first-mentioned securities or securities-based derivatives contracts –

(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;

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

(d) disclose information on any lack of liquidity, if the securities or securities-based derivatives contracts are not regularly traded on the approved exchange.

The Rights Shares to be issued upon subscription and Warrant Shares to be issued upon any exercise of the Warrants are of the same class as the Shares and the Shares are listed for quotation on the Catalist.

(a) The highest and lowest market prices and volume of the Shares traded on the SGX-ST for each of the last twelve (12) calendar months immediately preceding the calendar month in which the Latest Practicable Date falls and for the period from 1 May 2026 to the Latest Practicable Date, are as follows:

	Price Range		
Month	**High Price (S$)**[(1)]	**Low Price (S$)**[(2)]	**Volume ('000)**[(3)]
May 2025	0.040	0.030	1,514
June 2025	0.030	0.028	2,202
July 2025	0.034	0.026	6,816
August 2025	0.032	0.028	3,882
September 2025	0.045	0.029	5,587
October 2025	0.041	0.034	2,989
November 2025	0.080	0.032	177,072
December 2025	0.071	0.062	76,924
January 2026	0.073	0.053	121,688
February 2026	0.054	0.042	56,692
March 2026	0.048	0.034	125,212
April 2026	0.050	0.042	52,733
May 2026 (up to the Latest Practicable Date)	0.050	0.038	42,392

Source: Bloomberg L.P. has not consented to the inclusion of the price range and volume of Shares quoted under this section and is therefore not liable for this information under Sections 253 and 254 of the Securities and Futures Act. The Company has included the above price range and volume of Shares in their proper form and context in this Offer Information Statement and has not verified the accuracy of the above information.

Notes:

(1) Based on the highest closing price for the Shares in a particular month.

(2) Based on the lowest closing price for the Shares in a particular month.

(3) Based on total volume of the Shares traded in a particular month.

(b) Not applicable. The Shares have been listed on the Catalist for more than twelve (12) months immediately preceding the Latest Practicable Date.

(c) Save for the temporary trading halts to cater for the release of announcements by the Company on the website of the SGX-ST at https//www.sgx.com in accordance with the requirements of the Catalist Rules, there has not been any significant trading suspension of the Shares on the SGX-ST during the three (3) years immediately preceding the Latest Practicable Date.

(d) Please refer to paragraph 4(a) of this Part 6 for the volume of Shares traded during each of the last twelve (12) calendar months immediately preceding the Latest Practicable Date and for the period from 1 May 2026 to the Latest Practicable Date. Based on the information set out therein, the Shares are regularly traded on the Catalist.

5. Where the securities or securities-based derivatives contracts being offered are not identical to the securities or securities-based derivatives contracts already issued by the relevant entity, provide –

(a) a statement of the rights, preferences and restrictions attached to the securities or securities-based derivatives contracts being offered; and

(b) an indication of the resolutions, authorisations and approvals by virtue of which the entity may create or issue further securities or securities-based derivatives contracts, to rank in priority to or equally with the securities or securities-based derivatives contracts being offered.

Not applicable. The rights, preferences and restrictions attached to the Rights Shares with Warrants are set out in paragraph 1(a) of Part 10 and Appendix VII to this Offer Information Statement. The Rights Shares and Warrant Shares arising from the exercise of the Warrants will, upon allotment and issue, rank *pari passu* in all respects with the then existing issued Shares for any dividends, rights, allotments or other distributions, the Record Date for which falls on or after the date of issue of the Rights Shares or the Warrant Shares (as the case may be), save as may be otherwise provided in the Deed Poll.

The Rights Shares with Warrants and the Warrant Shares are to be issued pursuant to the ordinary resolution relating to the general share issuance mandate approved by Shareholders at the annual general meeting of the Company held on 28 October 2025 ("**2025 AGM**") ("**General Share Issuance Mandate**"). The General Share Issuance Mandate, granted pursuant to Section 161 of the Companies Act and Rule 806 of the Catalist Rules, authorises the Directors to allot and issue new shares in the capital of the Company ("**Shares**") not exceeding 100% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date of the 2025 AGM where such new Shares are issued on a *pro rata* basis to existing Shareholders.

As at the date of the 2025 AGM, the total number of issued Shares (excluding treasury shares and subsidiary holdings) was 1,231,494,642 Shares. Accordingly, the maximum number of Shares that may be issued on a *pro rata* basis pursuant to the General Share Issuance Mandate is 1,231,494,642 Shares. The Company has not utilised the General Share Issuance Mandate since it was approved at the 2025 AGM.

The allotment and issue of up to 492,597,856 Rights Shares with up to 492,597,856 free detachable Warrants pursuant to the Rights cum Warrants Issue falls within the limits of the General Share Issuance Mandate.

Plan of Distribution

6. Indicate the amount, and outline briefly the plan of distribution, of the securities or securities-based derivatives contracts that are to be offered otherwise than through underwriters. If the securities or securities-based derivatives contracts 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.

Basis of Provisional Allotment	:	Up to 492,597,856 Rights Shares will be allotted and issued at the Issue Price with up to 492,597,856 free detachable Warrants, each Warrant carrying the right to subscribe for one (1) Warrant Share at the Exercise Price. The Rights Shares and the Warrants will be provisionally allotted to the Entitled Shareholders on the basis of two (2) Rights Shares with two (2) free Warrants for every five (5) existing Shares held by the Shareholders as at the Record Date, fractional entitlements to be disregarded.

Fractional entitlements to the Rights Shares with Warrants will be disregarded in arriving at Entitled Shareholders' allotments 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 for Rights Shares with Warrants (if any) or otherwise disposed of or dealt with in such manner as the Directors may, in their absolute discretion, deem fit in the interests of the Company.

Entitled Shareholders will be at liberty to accept in full or in part, decline or otherwise, renounce or in the case of Entitled Depositors only, trade their Nil-Paid Rights on the SGX-ST during the Rights Trading Period prescribed by the SGX-ST and will be eligible to apply for additional Rights Shares with Warrants in excess of their Nil-Paid Rights. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the renouncees) shall be entitled to apply for additional Rights Shares with Warrants in excess of their provisional allotments.

Nil-Paid Rights which are not taken up or allotted for any reason shall be aggregated and allotted 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 best interests of the Company.

In the allotment of any Excess Rights Shares with Warrants, preference will be given to the Entitled Shareholders in satisfaction of their applications for excess Rights Shares with Warrants, if any, provided that where there are insufficient excess Rights Shares with Warrants to allot to each application, the Company shall allot the excess Rights Shares with Warrants to the Entitled Shareholders such that 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 the excess Rights Shares with Warrants. The Company will also 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.

The Rights cum Warrants Issue is not underwritten by any financial institution.

As there may be prohibitions or restrictions against the offering of Rights Shares with Warrants in certain jurisdictions, only Entitled Shareholders are eligible to participate in the Rights cum Warrants Issue. Please refer to the section entitled "*Eligibility of Shareholders to Participate in the Rights cum Warrants 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 Appendix IV, V and VI, the PAL, the ARE and the ARS.

The Rights Shares with Warrants are not offered through any broker or dealer.

7. Provide a summary of the features of the underwriting relationship together with the amount of securities or securities-based derivatives contracts being underwritten by each underwriter.

The Rights cum Warrants Issue is not underwritten by any financial institution. However, please refer to the Irrevocable Undertakings described in paragraph 1(f) of Part 10 of this Offer Information Statement.

PART 7: ADDITIONAL INFORMATION

Statements by Expert

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 or her 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 mentioned 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 33(2) applies.

Not applicable. No statement or report 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 or her written consent to being named in the offer information statement as the issue manager or underwriter, as the case may be, to the offer.

PrimePartners Corporate Finance Pte. Ltd. has given, and has not before the lodgement of this Offer Information Statement withdrawn its consent to being named in this Offer Information Statement as the Manager to the Rights cum Warrants Issue.

No underwriter has been appointed for the Rights cum Warrants Issue.

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 or securities-based derivatives contracts in the relevant entity.

Saved as disclosed in this Offer Information Statement and announcements which have already been released on SGXNET, and to the best of their knowledge, the Directors are not aware, as at the date of this Offer Information Statement, of any other matters which could materially affect, directly or indirectly, the Group's business operations, financial position or results or investments by holders of securities or securities-based derivatives contracts in the Company.

PART 8: ADDITIONAL INFORMATION REQUIRED FOR OFFER OF DEBENTURES OR UNITS OF DEBENTURES

Not applicable.

PART 9: ADDITIONAL INFORMATION REQUIRED FOR CONVERTIBLE DEBENTURES

Not applicable.

PART 10: ADDITIONAL INFORMATION REQUIRED FOR OFFER OF SECURITIES OR SECURITIES-BASED DERIVATIVES CONTRACTS BY WAY OF RIGHTS ISSUE

1. Provide –

(a) the particulars of the rights issue;

The following is a summary of the principal terms and conditions of the Rights cum Warrants Issue, which is derived from and should be read in conjunction with, the full text of this Offer Information Statement, and is qualified in its entirety by reference to information appearing elsewhere in this Offer Information Statement.

The principal terms and conditions of the Rights Shares are as set out below:

Principal Terms		**Description**
Allotment Ratio	:	Two (2) Rights Shares with two (2) free Warrants for every five (5) existing Shares held by the Shareholders as at the Record Date, fractional entitlements to be disregarded.
Issue Price and Exercise Price	:	The Issue Price of each Rights Share will be S$0.031, payable in full upon acceptance and/or application. The Exercise Price of each Warrant will be S$0.050, payable in full upon acceptance and/or application.

Principal Terms		Description
Discount (specifying benchmarks and periods)	:	The Issue Price of S$0.031 for each Rights Share represents: (a) a discount of approximately 16.22% to the closing price of S$0.037 per Share on the Catalist on 30 October 2025 (being the full market day on which the Shares were last transacted prior to the release of the Announcement) (the "**Last Traded Price**"); and (b) a discount of approximately 12.15% to the theoretical ex-rights price of S$0.035 per Share (being the theoretical market price of each Share assuming maximum number of Rights Shares are issued at the Issue Price, and is calculated based on the Last Traded Price) ("**TERP**"). For the avoidance of doubt, the computation of TERP does not include the Warrant Shares to be issued from the exercise of the Warrants. The Exercise Price of S$0.050 for each Warrant represents: (a) a premium of approximately 35.14% to the Last Traded Price; and (b) a premium of approximately 41.70% to the TERP. The Issue Price and the Exercise Price have been determined after taking into account, among others, fundraising needs and the Company's share price performance and volume in the 12-month period prior to the release of the Announcement, as well as the expected future growth of the Group. Please refer to paragraph 2 of Part 6 of this Offer Information Statement, and the Company's announcement dated 22 April 2026, for further computations based on the Updated Traded Price and Updated TERP as at 22 April 2026, for completeness and in light of the fluctuation in trading price of the Shares traded on the SGX-ST following the Announcement.

Principal Terms		Description
Status of the Rights Shares	:	The Issue Price will be payable in full upon acceptance and/or application. The Rights Shares are payable in full upon acceptance or application and will, upon allotment and issue, rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments or other distributions, the record date of which falls on or after the date of issue of the Rights Shares. For the purposes of this section, "record date" means 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.
Listing of the Rights Shares	:	On 11 May 2026, the Company received the listing and quotation notice from the SGX-ST for the dealing in and the listing of and quotation for (i) up to 492,597,856 Rights Shares to be issued by the Company, (ii) up to 492,597,856 Warrants to be issued by the Company, and (iii) up to 492,597,856 Warrant Shares to be issued by the Company upon the exercise of the Warrants, pursuant to the Rights cum Warrants Issue, on the Catalist of the SGX-ST, subject to compliance with the SGX-ST's listing requirements and certain conditions as set out in the listing and quotation notice. The listing and quotation notice issued by the SGX-ST for the dealing in and the listing of and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Catalist 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.
Trading of Nil-Paid Rights		Entitled Depositors who wish to trade all or part of their Nil-Paid Rights on Catalist can do so during the Rights trading period. Entitled Depositors should note that the Nil-Paid Rights will be tradable in board lots of 100. 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.

Principal Terms		Description
Trading of the Rights Shares	:	Upon the listing of and quotation for the Rights Shares on the Catalist, the Rights Shares will be traded on the Catalist under the book-entry (scripless) settlement system. For the purposes of trading on the Catalist, each board lot of Shares will comprise 100 Shares or such other number of Shares as may be notified by the Company. Following the Rights cum Warrants Issue, Shareholders who hold odd lots of Shares (that is, lots other than board lots of 100 Shares) and who wish to trade in odd lots on Catalist are able to trade odd lots of Shares in board lots of one (1) Share on the SGX-ST's Unit Share Market. The Unit Share Market is a ready market for trading of odd lots of Shares with a minimum size of one (1) Share. Shareholders should note that the market for trading of such odd lots of Shares may be illiquid. Shareholders who hold odd lots of Shares may have difficulty and/or have to bear disproportionate transaction costs in realising the fair market price of such Shares. 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.
Acceptance, excess application and payment procedures	:	Entitled Shareholders will be at liberty to accept in full or in part, decline or otherwise renounce or in the case of Entitled Depositors, trade their Nil-Paid Rights on the Catalist during the Rights Trading Period prescribed by the SGX-ST and will be eligible to apply for additional Rights Shares with Warrants in excess of their Nil-Paid Rights. For the avoidance of doubt, only Entitled Shareholders (and not the Purchasers or the renouncees) shall be entitled to apply for additional Rights Shares with Warrants in excess of their provisional allotments.

Principal Terms		Description
		Nil-Paid Rights which are not taken up or allotted for any reason, shall be aggregated and allotted to satisfy excess applications for Rights Shares with Warrants (if any) or otherwise dealt with in such manner as the Board may in its absolute discretion deem fit in the best interests of the Company. In the allotment of excess Rights Shares with Warrants, preference will be given to the Entitled Shareholders in satisfaction of their applications for excess Rights Shares with Warrants, if any, provided that where there are insufficient excess Rights Shares with Warrants to allot to each application, the Company shall allot the excess Rights Shares with Warrants to the Entitled Shareholders such that 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 the excess Rights Shares with Warrants. The Company will also 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.
Fractional entitlements	:	Fractional entitlements to the Rights Shares with Warrants (if any) will be disregarded in arriving at the Entitled 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 for the Rights Shares with Warrants (if any), or be 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.

Principal Terms		**Description**
Scaling down	:	Depending on the level of subscription for the Rights Shares with Warrants, the Company will, if necessary, scale down the subscription for the Rights Shares with Warrants by any of the substantial Shareholders (if such substantial Shareholder chooses to subscribe for its *pro rata* Rights with Warrants entitlement) to avoid placing the relevant substantial Shareholder in the position of incurring a mandatory general offer obligation under the Take-over Code as a result of other Shareholders not taking up their Rights Shares with Warrants entitlement fully.
Irrevocable Undertaking	:	Please refer to paragraph 1(f) of Part 10 of this Offer Information Statement for further details in relation to the Irrevocable Undertakings.
Non-underwritten basis	:	The Rights cum Warrants Issue is non-underwritten.
Purpose of Rights cum Warrants Issue	:	The Company is undertaking the Rights cum Warrants Issue with the objective of strengthening the Group's financial position and net tangible asset value, improve the Group's cash flow to support its anticipated general working capital requirements (including meeting general overheads, financing requirements and other operating expenses), enlarging its capital base and further enhancing the financial flexibility of the Group. It also provides Shareholders with an opportunity to maintain their *pro rata* equity shareholding in the Company, and will allow existing Shareholders who are confident of the prospects of the Group to further participate in its future growth.
Governing Laws	:	Laws of the Republic of Singapore.

The principal terms and conditions of the Warrants are as set out below:

Principal Terms		**Description**
Number of Warrants	:	Up to 492,597,856 Warrants will be issued free together with the Rights Shares subscribed.
Basis of Provisional Allotment	:	Two (2) Rights Shares with two (2) free Warrants for every five (5) existing Shares held by the Shareholders as at the Record Date, fractional entitlements to be disregarded.
Form and Detachability	:	The Warrants will be issued in registered form. The Warrants will be immediately detachable from the Rights Shares upon issue, and are intended to be listed and traded separately on the SGX-ST under the book-entry (scripless) settlement system upon the listing of and quotation for the Warrants on the SGX-ST, subject to, *inter alia*, a sufficient spread of holdings of the Warrants to provide for an orderly market in the trading of the Warrants. Each board lot of Warrants will consist of 100 Warrants or such other number as may be notified by the Company. The Warrants will be constituted by the Deed Poll. The Deed Poll will set out, among others, the terms and conditions of the Warrants and which may from time to time be amended, supplemented or modified in accordance with its terms.
Subscription Rights	:	Each Warrant shall entitle the Warrantholder to subscribe for one (1) Warrant Share at the Exercise Price.
Exercise Price	:	The Exercise Price of each Warrant will be S$0.050, payable in full upon acceptance and/or application.

Principal Terms		**Description**
Exercise Period and Expiry Date	:	The Warrants may be exercised during the Exercise Period, subject to the terms and conditions of the Warrants as set out in the Deed Poll. For administrative purposes, exercises of the Warrants will be processed on a monthly basis in accordance with the terms and conditions of the Warrants set out in the Deed Poll. Generally: (i) Exercise notices received by the Warrant Agent on or before the prescribed cut-off date in each month (or the next Business Day, if applicable) will, subject to the relevant conditions being satisfied, be processed within that month. Exercise Notices received after such cut-off Date will be processed in the following month; and (ii) Warrant Shares arising from valid exercises of the Warrants will be allotted and issued on the first day of the following month (or the next Business Day, if applicable). Any Warrant remaining unexercised at the expiry of the Exercise Period (being up to 5.00 p.m. on the date immediately preceding the expiry of 60 months from the date of issue of the Warrants) ("**Expiry Date**") shall lapse and cease to be valid for all purposes. For the avoidance of doubt, where the Expiry Date falls after the cut-off date in a calendar month, any exercise notice duly completed and received after such cut-off date, but on or before 5.00 p.m. on the Expiry Date, will be processed, and the corresponding Warrant Shares will be allotted and issued on the next monthly allotment date. Further details on the procedures for the exercise of the Warrants are set out in Appendix VII (Terms and Conditions of the Warrants) of this Offer Information Statement. The Company shall, at least one (1) month before the expiry of the Exercise Period (the "**Expiry Date**") and on the Expiry Date, announce the expiry of the Exercise Period on the SGXNET, and arrange for a notice of expiry to be sent to all Warrantholders.

Principal Terms		Description
Status of Warrant Shares	:	The Warrant Shares arising from the exercise of the Warrants will, upon allotment and issue, rank *pari passu* in all respects with the then existing issued Shares for any dividends, rights, allotments or other distributions, the record date for which falls on or after the date of issue of the Warrant Shares, save as may be otherwise provided in the Deed Poll.
Listing of the Warrants and the Warrant Shares	:	On 11 May 2026, the Company received the listing and quotation notice from the SGX-ST for the dealing in and the listing of and quotation for (i) up to 492,597,856 Rights Shares to be issued by the Company, (ii) up to 492,597,856 Warrants to be issued by the Company, and (iii) up to 492,597,856 Warrant Shares to be issued by the Company upon the exercise of the Warrants, pursuant to the Rights cum Warrants Issue, on the Catalist of the SGX-ST, subject to compliance with the SGX-ST's listing requirements and certain conditions as set out in the listing and quotation notice. The listing and quotation notice issued by the SGX-ST for the dealing in and the listing of and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Catalist 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. In the event that there are adjustments to the number of Warrants which would require additional Warrants and/or Warrant Shares (as the case may be) to be issued, the Company will seek the approval of the SGX-ST for the listing of, and quotation for, such additional Warrants and/or Warrant Shares on the Catalist at the relevant time. Pursuant to the Catalist Rules, the SGX-ST requires a sufficient spread of holdings to provide for an orderly market in the Warrants. As a guide, the SGX-ST expects at least 100 warrantholders for a class of company warrants. **Shareholders should note that in the event of an insufficient spread of holdings for the Warrants to provide for an orderly market in the trading of the Warrants, Warrantholders will not be able to trade their Warrants on Catalist.** In such event, the Company shall nevertheless proceed with and complete the Rights cum Warrants Issue.

Principal Terms		Description
Trading of the Warrants	:	Subject to there being a sufficient spread of holdings for the Warrants, upon the listing of and quotation for the Warrants on the SGX-ST, the Warrants will be traded under the book-entry (scripless) settlement system. Each board lot of Warrants will consist of 100 Warrants or any other board lot size which the SGX-ST may require.
Adjustments	:	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 in accordance with the terms and conditions of the Warrants set out in the Deed Poll. Such circumstances include capitalisation issues, rights issue of warrants and certain capital distributions detailed in the Deed Poll. Any additional Warrants issued pursuant to such adjustments shall rank *pari passu* with the Warrants and will for all purposes form part of the same series. Any such adjustments will (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company on the SGXNET.
Modification of the rights of the Warrantholders	:	The Company may, without the consent of the Warrantholders but in accordance with the terms and conditions of the Deed Poll, effect any modification to the terms and conditions of the Deed Poll, including the terms and conditions of the Warrants which, in the opinion of the Company, (i) is not materially prejudicial to the interests of the Warrantholders or (ii) is of a formal, technical or minor nature or (iii) is to correct a manifest error or to comply with mandatory provisions of Singapore law or (iv) is 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 Warrantholders in order to facilitate trading in or the exercise of 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 SGX-ST. Any such modification shall be binding on all Warrantholders and all persons having an interest in the Warrants and shall be notified to them in accordance with the terms and conditions of the Warrants as set out in the Deed Poll, as soon as practicable thereafter.

Principal Terms		Description
		Any material alteration to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders must be approved by the shareholders in general meeting, except where the alterations are made pursuant to the terms and conditions of the Deed Poll.
Transfer and transmission	:	The Warrants shall be transferable in lots entitling the Warrantholder to subscribe for whole numbers of Shares. A Warrant may only be transferred in the manner prescribed in the terms and conditions of the Warrants set out in the Deed Poll including, *inter alia*, the following: (i) Warrants not registered in the name of CDP – A Warrantholder whose Warrants are registered otherwise than in the name of CDP (the "**Transferor**") shall lodge, during normal business hours on any Market 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 (the "**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 and accompanied by the fees and expenses set out in the Deed Poll, provided always 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 of the Warrants until the name of the transferee is entered in the Register of Warrantholders by the Warrant Agent;

Principal Terms		Description
		(ii) Deceased Warrantholder – The executors or administrators of a deceased Warrantholder whose Warrants are registered otherwise than in the name of CDP (not being one of several joint holders whose Warrants are registered otherwise than in the name of CDP) or, if the registered holder of the Warrants is CDP, of a deceased Depositor and, in the case of the death of one or more of several joint Warrantholders, the survivor or survivors of such joint holders shall be the only persons recognised by the Company and the Warrant Agent as having any title to the Warrants registered in the name of the deceased Warrantholder/Depositor. Such persons shall be entitled to be registered as a holder of the Warrants and/or to make such transfer(s) as the deceased Warrantholder could have made, upon the production by such persons to the Company and the Warrant Agent of such evidence as may be required by the Company to prove their title and on completion of a Transfer Form and payment of the fees and expenses set out in the Deed Poll; and
		(iii) 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 Warrantholder of the Warrants until the name of the transferee is entered in the Depository Register by CDP.
Winding-up	:	If prior to the expiry of the Warrants, an effective resolution is passed for a members' voluntary winding up of the Company, for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement approved by the Warrantholders by way of a special resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders and all persons having an interest in the Warrants.

Principal Terms		Description
		If a resolution is passed for a members' voluntary winding-up of the Company (other than a winding-up for the purpose of reconstruction or amalgamation), the Warrantholders shall be entitled, upon and subject to the terms and conditions of the Deed Poll, at any time within six (6) weeks after the passing of such resolution for a members' voluntary winding-up of the Company, 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 Warrantholders in accordance with the terms and conditions as set out in the Deed Poll of the passing of any such resolution within seven (7) days after the passing thereof. Where a Warrantholder 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 Warrants which have not been exercised at the date of the passing of such resolution for the winding-up of the Company shall lapse and cease to be valid for all purposes.
Further issues of securities	:	Subject to the terms and conditions of the Warrants as 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 Warrantholders shall not have any participating rights in such further issues of Shares by the Company unless otherwise resolved by the Company in a general meeting or in the event of a takeover offer to acquire the Shares.
Warrant Agent	:	Boardroom Corporate & Advisory Services Pte. Ltd.
Governing Laws	:	Laws of the Republic of Singapore.

1. (b) the last day and time for splitting of the provisional allotment of the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

(c) the last day and time for acceptance of and payment for the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

(d) the last day and time for renunciation of and payment by the renouncee for the securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

(e) the terms and conditions of the offer of securities or securities-based derivatives contracts to be issued pursuant to the rights issue;

(b) The last date and time for the splitting of Nil-Paid Rights is on 12 June 2026 at 5.00 p.m., unless otherwise announced by the Company on SGXNET.

(c) The last date and time for acceptance of and payment for the Rights Shares with Warrants is 18 June 2026 at 5.30 p.m. for payment made through CDP or the Share Registrar or Accepted Electronic Service (9.30 p.m. for Electronic Applications through ATMs of the Participating Bank), unless otherwise announced by the Company on SGXNET.

(d) The last date and time for renunciation of and payment by renouncees for the Rights Shares with Warrants is on 18 June 2026 at 5.30 p.m. for payment made through CDP or the Share Registrar or Accepted Electronic Service (9.30 p.m. for Electronic Applications through ATMs of the Participating Bank), unless otherwise announced by the Company on SGXNET.

(e) The terms and conditions of the Rights cum Warrants Issue are set out in this Offer Information Statement, including Appendices VII, and in the PAL, the ARE and the ARS.

1. (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;

To demonstrate their support for the Rights cum Warrants Issue and their continued commitment to the Company, the following Shareholders set out in the table below (collectively, the "**Undertaking Shareholders**") have respectively furnished irrevocable undertakings ("**Irrevocable Undertakings**") to the Company to subscribe and pay for their respective *pro rata* entitlements of Rights Shares with Warrants (and in the case of PHEIM, to subscribe and pay, and/or procure their respective associated companies and managed funds to subscribe and pay, for such entitlements).

In addition to their *pro rata* entitlements, pursuant to their respective Irrevocable Undertakings (as amended, restated and/or supplemented, where applicable):

(a) Espeetex Sdn. Bhd. ("**Espeetex**") has undertaken to subscribe and pay for all the *pro rata* entitlement of Rights Shares with Warrants of Bizurai Bijak (M) Sdn Bhd ("**Bizurai**"), being an associated company of Espeetex, and will accordingly procure the renunciation by Bizurai of its *pro rata* entitlement to the Rights Shares with Warrants in favour of Espeetex within the prescribed rights trading period;

(b) Dr Djeng Shih Kien ("**Dr Djeng**") has undertaken to subscribe and pay for all the *pro rata* entitlement of Rights Shares with Warrants of Dr Ko Siew Lan and Orthodontic & Dental Supplies Pte Ltd ("**ODS**"), and will accordingly procure the renunciation by Dr Ko Siew Lan and ODS of their respective *pro rata* entitlement of Rights Shares in favour of Dr Djeng within the prescribed rights trading period;

(c) Caterine Limited has undertaken to subscribe and pay for such number of additional Rights Shares with Warrants in excess of its *pro rata* entitlement, as may remain unsubscribed by other Entitled Shareholders or their renouncees as at the Closing Date of the Rights cum Warrants Issue after satisfying all applications and excess applications (if any) for the Rights Shares with Warrants ("**Excess Unsubscribed Rights**"), up to an aggregate additional subscription amount of S$2,100,000;

(d) Crescendas Land Corporation Pte. Ltd. has undertaken to subscribe and pay for such number of Excess Unsubscribed Rights in excess of its *pro rata* entitlement, up to an aggregate additional subscription amount of S$2,100,000; and

(e) PHEIM Asset Management (Asia) Pte Ltd, PHEIM Asset Management Sdn. Bhd. and PHEIM Islamic Asset Management Sdn. Bhd. (collectively, "**PHEIM**") has, collectively, undertaken to subscribe and pay (and/or procure their respective associated companies and managed funds to subscribe and pay) for such number of Excess Unsubscribed Rights in excess of its *pro rata* entitlement, up to an aggregate additional subscription amount of S$1,000,000.

The Rights Shares with Warrants, comprising *pro rata* entitlements and maximum number of Excess Unsubscribed Rights (where relevant), to be subscribed for by each Undertaking Shareholder pursuant to their respective Irrevocable Undertakings are as detailed below:

Undertaking Shareholders	Shareholding Interest		Pro rata entitlements		Maximum Excess Unsubscribed Rights to be subscribed	
	Number of Shares(1)	%(2)	Number of Rights Shares	Number of Warrants	Number of Rights Shares	Number of Warrants
Berjaya Undertaking Shareholders(3)	403,547,118	32.77	161,418,847	161,418,847	–	–
Caterine Limited	149,726,000	12.16	59,890,400	59,890,400	67,741,935	67,741,935

Undertaking Shareholders	Shareholding Interest		Pro rata entitlements		Maximum Excess Unsubscribed Rights to be subscribed	
	Number of Shares(1)	%(2)	Number of Rights Shares	Number of Warrants	Number of Rights Shares	Number of Warrants
Crescendas Land Corporation Pte. Ltd.	110,522,568	8.97	44,209,027	44,209,027	67,741,935	67,741,935
Dr Djeng Shih Kien(4)	100,892,710	8.19	40,357,084	40,357,084	–	–
PHEIM(5)	51,003,185	4.14	20,401,274	20,401,274	32,258,064	32,258,064
Total	**815,691,581**	**66.24**(7)	**326,276,632**	**326,276,632**	**167,741,934**(6)	**167,741,934**(6)

Notes:

(1) Number of Shares (direct and deemed interest) of each Undertaking Shareholder as at the Latest Practicable Date.

(2) Based on the total number of Shares of the Company of 1,231,494,642 as at the Latest Practicable Date.

(3) The "**Berjaya Undertaking Shareholders**" comprises Espeetex, Berjaya Leisure (Cayman) Ltd ("**BLC**") and Bizurai, collectively, being subsidiaries and associates of Berjaya Corporation Berhad.

(4) Dr Djeng is deemed to have an interest in all the 14,125,000 Shares held by his spouse, Dr Ko Siew Lan, and 21,017,710 Shares held by ODS, under Section 7 of the Companies Act and Section 4 of the Securities and Futures Act 2001 of Singapore ("**SFA**").

(5) "**PHEIM**" comprises PHEIM Asset Management (Asia) Pte Ltd, PHEIM Asset Management Sdn. Bhd. and PHEIM Islamic Asset Management Sdn. Bhd., collectively, being licensed investment and/or asset management entities with a common major shareholder.

(6) The figures above are for illustrative purposes only. For the avoidance of doubt, where the total applications for Excess Unsubscribed Rights exceed the number of Rights Shares with Warrants available under the Rights cum Warrants Issue, any allocation of Excess Unsubscribed Rights will be subject to scaling and adjustment as may be determined by the Directors, such that the total number of Rights Shares with Warrants allotted does not exceed the size of the Rights cum Warrants Issue.

(7) Figures may not add up due to rounding.

Under the Irrevocable Undertakings, each Undertaking Shareholder further represents, warrants and undertakes that, *inter alia*:

(a) it will remain the beneficial owner of the Shares that it owns or controls as at the date of the Irrevocable Undertaking, during the period between the date of the Irrevocable Undertaking and the Record Date, and will not sell, transfer or otherwise dispose of, any of the same or of any interest therein during such period;

(b) it has sufficient financial resources available to subscribe for and pay for in full all the Rights Shares with Warrants or such other number of Rights Shares with Warrants which are provisionally allotted to it pursuant to the Rights cum Warrants Issue by the Closing Date; and

(c) it will do all such acts and things and execute all such documents as may be reasonably required to give effect to its undertakings in the Irrevocable Undertaking.

Each Irrevocable Undertaking is subject to and conditional upon, *inter alia*:

(a) the receipt of LQN from the SGX-ST (and such approval not having been withdrawn or revoked on or prior to the date of completion of the Rights cum Warrants Issue) for the dealing in, listing of and quotation for the Rights Shares, the Warrants and the Warrant Shares on the Catalist and, if such approval is granted subject to conditions, such conditions being acceptable to the Company;

(b) the lodgement of the Offer Information Statement, together with all other accompanying documents (if applicable), issued by the Company in connection with the Rights cum Warrants Issue, with the SGX-ST acting as an agent on behalf of the MAS;

(c) (where relevant) all necessary consents and approvals required from the relevant financial institution or regulatory body or authority in its country of jurisdiction for the remittance or transfer of monies overseas for the subscription of the Rights Shares with Warrants pursuant to such Irrevocable Undertaking, and the subsequent exercise of the Warrants from time to time, being obtained; and

(d) all other necessary consents, approvals and waivers required from any person, financial institution or regulatory body or authority of Singapore or elsewhere under any and all agreements applicable to the Company and/or applicable laws for the Rights cum Warrants Issue and to give effect to the Rights cum Warrants Issue being obtained and not having been revoked or amended before the Closing Date.

Notwithstanding the Irrevocable Undertakings, the Sponsor and Manager retains discretion to allot, scale down or otherwise allocate the Rights Shares with Warrants (including any excess Rights Shares with Warrants) in accordance with the terms and conditions of the Rights cum Warrants Issue, applicable laws and regulations, and the Catalist Rules.

In this regard, as set out in the Company's announcement dated 13 February 2026, the Company has received prepayments from certain Undertaking Shareholders amounting to an aggregate of S$3.90 million in respect of the subscription consideration for the Rights Shares with Warrants to be subscribed by such Undertaking Shareholders pursuant to the Rights cum Warrants Issue (the "**Prepayments**"). For completeness, in the event that the Rights cum Warrants Issue does not proceed or where the actual subscription consideration payable is less than the respective Prepayment amounts furnished by such Undertaking Shareholders, any excess amounts will be repaid by the Company on terms to be mutually agreed between the Company and the relevant Undertaking Shareholder at such time.

Based on the Irrevocable Undertakings received from the Undertaking Shareholders, the Rights cum Warrants Issue is expected to be fully subscribed, even in the Revised Minimum Scenario (as defined below). The Board is of the view that the receipt of the Irrevocable Undertakings provides a strong vote of confidence in the Company by the Undertaking Shareholders and underscores their continued support for the Company and the Rights cum Warrants Issue, as well as provides assurance to a successful Rights cum Warrants Issue.

Subscription Scenarios

For illustrative purposes only, depending on the level of subscription of the Rights cum Warrants Issue, the shareholding interests of the Undertaking Shareholders after the completion of the Rights cum Warrants Issue are set out below. In both scenarios, the Company will issue up to 492,597,856 Rights Shares and up to 492,597,856 Warrants, and the resultant enlarged number of issued and paid-up Shares after the completion of the Rights cum Warrants Issue will be (i) 1,724,092,498 Shares before the exercise of any Warrants; and (ii) 2,216,690,354 Shares assuming the exercise of all Warrants.

(a) Assuming that all Entitled Shareholders subscribe in full for their *pro rata* entitlements of the Rights Shares with Warrants ("**Revised Maximum Scenario**"):

	Shareholding Interest as at the Latest Practicable Date[(1)]		Pro rata Rights entitlement to be subscribed	Shareholding Interest assuming no Warrants are exercised[(1)]		Shareholding Interest assuming all Warrants are exercised[(1)]	
	Number of Shares	**%[(2)]**		**Number of Shares**	**%[(3)]**	**Number of Shares**	**%[(4)]**
Berjaya Related Entities[(5)]	403,947,118	32.80	161,578,847	565,525,965	32.80	727,104,812	32.80
Caterine Limited	149,726,000	12.16	59,890,400	209,616,400	12.16	269,506,800	12.16
Crescendas Land Corporation Pte. Ltd.	110,522,568	8.97	44,209,027	154,731,595	8.97	198,940,622	8.97
Dr Djeng Shih Kien[(6)]	100,892,710	8.19	40,357,084	141,249,794	8.19	181,606,878	8.19
PHEIM	51,003,185	4.14	20,401,274	71,404,459	4.14	91,805,733	4.14
Other Shareholders	415,403,061	33.73	166,161,224	581,564,285	33.73	747,725,509	33.73
Total	**1,231,494,642**	**100.00**[(7)]	**492,597,856**	**1,724,092,498**	**100.00**[(7)]	**2,216,690,354**	**100.00**[(7)]

Notes:

(1) Comprising both direct and deemed interests in the Shares.

(2) Based on the Existing Share Capital of 1,231,494,642 Shares as at the Latest Practicable Date (adjusted for rounding).

(3) Based on the total enlarged number of Shares, assuming no Warrants are exercised, of 1,724,092,498 Shares (adjusted for rounding).

(4) Based on the total enlarged number of Shares, assuming all Warrants are exercised, of 2,216,690,354 Shares (adjusted for rounding).

(5) For the purposes of this table only, "Berjaya Related Entities" comprises Espeetex, BLC, Bizurai and Convenience Shopping (Sabah) Sdn Bhd ("**CSSSB**"). For the avoidance of doubt, CSSSB is not a Berjaya Undertaking Shareholder. Further details relating to CSSSB and the Berjaya Related Entities are set out in paragraph 8(e) of Part 4 of this Offer Information Statement.

(6) Dr Djeng is deemed to have an interest in all the 14,125,000 Shares held by his spouse, Dr Ko Siew Lan, and 21,017,710 Shares held by ODS, under Section 7 of the Companies Act and Section 4 of the SFA.

(7) The aggregate percentage may not add up to 100% due to rounding.

(b) Assuming that (i) only the Undertaking Shareholders subscribe for their respective *pro rata* entitlements under the Irrevocable Undertakings, (ii) none of the other Entitled Shareholders subscribe for their *pro rata* entitlements of the Rights Shares with Warrants, and (iii) Caterine Limited, Crescendas Land Corporation Pte. Ltd. and PHEIM respectively subscribe for such number of Excess Unsubscribed Rights in excess of their *pro rata* entitlements pursuant to their respective Irrevocable Undertakings ("**Revised Minimum Scenario**"):

	Shareholding Interest as at the Latest Practicable Date(1)		Pro rata Rights entitlement and Excess Rights Shares to be subscribed	Shareholding Interest assuming no Warrants are exercised(1)		Shareholding Interest assuming all Warrants are exercised(1)	
	Number of Shares	%(2)		Number of Shares	%(3)	Number of Shares	%(4)
Berjaya Undertaking Shareholders(5)	403,547,118	32.77	161,418,847	564,965,965	32.77	726,384,812	32.77
Caterine Limited	149,726,000	12.16	126,921,980(6)	276,647,980	16.05	403,569,960	18.21
Crescendas Land Corporation Pte. Ltd.	110,522,568	8.97	111,240,607(6)	221,763,175	12.86	333,003,782	15.02
Dr Djeng Shih Kien(7)	100,892,710	8.19	40,357,084	141,249,794	8.19	181,606,878	8.19
PHEIM	51,003,185	4.14	52,659,338	103,662,523	6.01	156,321,861	7.05
Other Shareholders	415,803,061	33.76	–	415,803,061	24.12	415,803,061	18.76
Total	**1,231,494,642**	**100.00**(8)	**492,597,856**	**1,724,092,498**	**100.00**(8)	**2,216,690,354**	**100.00**(8)

Notes:

(1) Comprising both direct and deemed interests in the Shares.

(2) Based on the Existing Share Capital of 1,231,494,642 Shares as at the Latest Practicable Date (adjusted for rounding).

(3) Based on the total enlarged number of Shares, assuming no Warrants are exercised, of 1,724,092,498 Shares (adjusted for rounding).

(4) Based on the total enlarged number of Shares, assuming all Warrants are exercised, of 2,216,690,354 Shares (adjusted for rounding).

(5) "Berjaya Undertaking Shareholders" comprises Espeetex, BLC and Bizurai. For the avoidance of doubt, CSSSB is not an Undertaking Shareholder.

(6) For illustrative purposes only, the Excess Unsubscribed Rights subscribed for by Caterine and Crescendas in this scenario has been scaled down to 67,031,580 Rights Shares, such that the aggregate number of Rights Shares with Warrants allotted does not exceed the size of the Rights cum Warrants Issue.

(7) Dr Djeng is deemed to have an interest in all the 14,125,000 Shares held by his spouse, Dr Ko Siew Lan, and 21,017,710 Shares held by ODS, under Section 7 of the Companies Act and Section 4 of the SFA.

(8) The aggregate percentage may not add up to 100% due to rounding.

1. (g) if the rights issue is or will not be underwritten, the reason for not underwriting the issue.

The External Auditors of the Company, Foo Kon Tan LLP, had in its Independent Auditors' Report dated 9 October 2025, issued the FY2025 Disclaimer Opinion. The basis for the FY2025 Disclaimer Opinion relates principally to, *inter alia*, (i) the auditors' inability to obtain sufficient appropriate audit evidence in respect of certain opening balances following the FY2024 Disclaimer Opinion, (ii) material uncertainties that may cast significant doubt on the ability of the Group and the Company to continue as a going concern, (iii) the recoverability and impairment assessment in relation to the carrying value of the Group's property, plant and equipment, and (iv) the recoverability and impairment assessment in relation to the carrying value of the cost of the Company's investment in subsidiaries relating to Proton Therapy Pte. Ltd., its wholly-owned subsidiary. Please refer to the Company's announcement dated 9 October 2025 and the Company's Annual Report 2025 for further details in relation to the FY2025 Disclaimer Opinion.

For FY2025 and 9M2026, the Group recorded a loss after tax of S$27,046,778 and S$17,288,075 respectively from continuing operations, and a net operating cash outflow of approximately S$10,650,389 and net operating cash inflow of approximately S$376,518 respectively. As at 31 March 2026, the Group's current liabilities exceeded its current assets by S$28,235,617, and the Group had cash and cash equivalents of approximately S$2,481,895.

After taking into consideration the Group's cash flow forecast for a 12-month period from the end of the financial period ended 31 March 2026 (the "**Cash Flow Forecast**"), the Board is of the opinion that the Group and the Company will be able to meet its obligations and continue as a going concern, and that the use of the going concern assumption in the preparation of the Group's financial statements for 9M2026 remains appropriate. The ability of the Group to meet its obligations as and when they fall due will be dependent on, *inter alia*, the successful implementation of management's plans, the continued financial support available to the Group, the operational performance of the Group's healthcare and medical services businesses, and the successful completion of the Rights cum Warrants Issue.

In preparing the Cash Flow Forecast, the management of the Company has taken into consideration, *inter alia*:

(a) the projected cash flows and expected patient volumes, including from the Group's proton therapy and photon therapy operations;

(b) the operational requirements of the Group;

(c) the availability of financial support and funding arrangements; and

(d) the estimated net proceeds to be raised from the Rights cum Warrants Issue.

Please refer to the Company's Annual Report 2025 and the Company's announcement dated 14 May 2026 in relation to the unaudited condensed interim consolidated financial statements of the Group for 9M2026 for further information on the Group's financial performance, cash flows and financial position.

After taking into consideration, *inter alia*, the FY2025 Disclaimer Opinion, the Group's financial performance for FY2025, the Group's financial position as at 31 March 2026, the Cash Flow Forecast and financial support of up to S$4.20 million received or committed up to the date of this Offer Information Statement, the Directors are of the reasonable opinion that the minimum amount which must be raised from the Rights cum Warrants Issue in order to meet the Group's present funding requirements for the next 12 months is S$14,900,000 (the "**Minimum Amount**").

In view of the Irrevocable Undertakings received from the Undertaking Shareholders, the Rights cum Warrants Issue is expected to be fully subscribed and the Minimum Amount necessary to meet the Group's present funding requirements for the next 12 months will be met. Accordingly, the Directors are of the view that it is neither practical nor necessary for the Rights cum Warrants Issue to be underwritten.

In the unlikely event that the Minimum Amount is not raised from the Rights cum Warrants Issue, the Group will look for alternative sources of funding such as equity or debt fund raising through the placement of securities of the Company to investors or other fund raising opportunities to raise the requisite funding for the working capital requirements of the Group. Should the Company also fail to raise such alternative funding, the Group and the Company may not be able to operate as a going concern and trading of the Shares may be suspended pursuant to Rule 1303(3) of the Catalist Rules.

PART 11: ADDITIONAL INFORMATION REQUIRED FOR OFFER INFORMATION STATEMENT FOR PURPOSES OF SECTION 277(1AC)(A)(I) OF THE ACT

Not applicable.

Working Capital

1. Provide a review of the working capital for the last three financial years and the latest half year, if applicable.

Please refer to Appendix II to this Offer Information Statement for the audited consolidated statement of financial position of the Group as at 30 June 2023, 30 June 2024 and 30 June 2025, as well as the unaudited consolidated statement of financial position of the Group as at 31 March 2026.

The working capital of the Group as at 30 June 2023, 30 June 2024, 30 June 2025 and 31 March 2026 are set out below:

	Audited			Unaudited
S$	**As at 30 June 2023**	**As at 30 June 2024**	**As at 30 June 2025**	**As at 31 March 2026**
Current assets	13,440,620	4,658,303	5,313,030	4,930,300
Current liabilities	52,935,944	12,544,337	17,347,454	33,165,917
Net current liabilities	(39,495,324)	(7,886,034)	(12,034,424)	(28,235,617)

A review of the working capital position of the Group as at 30 June 2023, 30 June 2024, 30 June 2025 and 31 March 2026 is set out below.

31 MARCH 2026 VERSUS 30 JUNE 2025

The Group recorded current assets of S$4.93 million as at 31 March 2026, compared to S$5.31 million as at 30 June 2025, net decrease of S$0.38 million is mainly due to (i) a decrease in cash and bank balances of S$0.36 million, and (ii) decrease in other assets following the renewal of lease properties, which led to higher rental deposits and the reclassification of S$0.48 million in deposits from current assets to non-current assets. It was partially offset by the increase in trade and other receivables due to slower repayment from customers.

The Group's current liabilities increased from S$17.35 million as at 30 June 2025 to S$33.17 million as at 31 March 2026, representing a net increase of S$15.82 million. The increase was mainly attributable to (i) the renewal of lease property, which resulted in an increase in lease liabilities of S$1.40 million; (ii) an addition of S$3.90 million loan from shareholders, and the accompanying interest charged on the shareholder loans during the period, as well as the reclassification of shareholders loan from non-current liabilities to current liabilities of S$6.60 million due to contractual repayment falling within the next 12 months; (iii) the reclassification of the term loan from non-current liabilities to current liabilities of S$1.41 million representing the portion due for settlement within the next 12 months; and (iv) an increase of S$8.39 million in trade and other payables, mainly attributable to the Prepayment of S$3.90 million received from Undertaking Shareholders and higher trade payables to vendors as a result of the Group's optimisation of its payment cycles as part of its broader working capital management strategy. The increase was partially offset by the conversion of the loan from a non-related party into share capital amounting to S$5.13 million which has been completed on 15 October 2025, as well as the repayment of bank borrowings of S$1.77 million during 9M2026.

30 JUNE 2024 VERSUS 30 JUNE 2025

The Group recorded current assets of S$5.31 million in FY2025, compared to S$4.66 million in FY2024, an increase of S$0.65 million, mainly due to increase in (i) trade receivables following the increase in revenue from radiation therapy and medical oncology services segment, (ii) other assets due to classification of non-current security deposit in FY2024 to current portion in FY2025; partially offset against the decrease in cash and bank balances due to ongoing operating expenditures during FY2025.

The Group recorded current liabilities of S$17.35 million in FY2025, compared to S$12.54 million in FY2024, an increase of S$4.81 million, mainly due to additional loans from a shareholder and a non-related party received during FY2025 amounted to S$2 million and S$5 million, respectively, partially offset by repayment of lease liabilities.

30 JUNE 2023 VERSUS 30 JUNE 2024

The Group recorded current assets of S$4.66 million in FY2024, compared to S$13.44 million in FY2023, a decrease of S$8.78 million, mainly due to decrease in cash and cash equivalent for repayment of term loans and working capital. Additionally, the decrease in current assets also due to decrease in trade receivables of S$0.51 million following the decrease in revenue from Medical Diagnostics and Treatment segment.

The Group recorded current liabilities of S$12.54 million in FY2024, compared to S$52.94 million in FY2023, a decrease of S$40.40 million, mainly due to (i) conversion of redeemable convertible loans, convertible loans from shareholders and non-related parties, that is converted together with the related derivative liabilities component for a total amounting to S$17.86 million due to the listing exercise (ii) repayment of loan to a shareholder; and (iii) mandatory prepayment of term loan. This is offset by an additional loan from a shareholder received during the FY2024 amounting to S$1.24 million due within the next 12 months.

Convertible Securities

2. Provide –

(i) Where the rights issue or bought deal involves an issue of convertible securities, such as company warrants or convertible debt, the information in Rule 832 of the Catalist Rules; and

(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.

(i) For information required under Rule 832(1) to Rule 832(8) of the Catalist Rules, please refer to paragraph 1 of "Part 10 – Additional Information required for Offer of Securities or Securities-Based Derivatives Contracts by way of Rights Issue" in the section entitled "Disclosure Requirements under the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-Based Derivatives Contracts) Regulations 2018" and Appendix VII of this Offer Information Statement.

For information required under Rule 832(9) of the Catalist Rules, please refer to paragraph 3 of "Part 4 – Key Information" in the section entitled "Disclosure Requirements under the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-Based Derivatives Contracts) Regulations 2018" of this Offer Information Statement.

For information required under Rule 832(10) of the Catalist Rules, please refer to Paragraphs 1 to 6 of "Part 5 – Operating and Financial Review and Prospects" in the section entitled "Disclosure Requirements under the Sixteenth Schedule of the Securities and Futures (Offers of Investments) (Securities and Securities-Based Derivatives Contracts) Regulations 2018" and Appendices I and II of this Offer Information Statement.

(ii) Not applicable. The Rights cum Warrants Issue is not underwritten and the Exercise Price is not based on a price-fixing formula.

Responsibility Statements

3. Provide a responsibility statement by the sponsor and each financial adviser in the form set out in Practice Note 12A of the Catalist Rules.

As provided in Appendix 8A of the Catalist Rules, this requirement is not applicable as the Company has to comply with the offer information statement requirements in the SFA.

APPENDIX I – CONSOLIDATED STATEMENT OF PROFIT OR LOSS FOR FY2023, FY2024, FY2025 AND 9M2026

The summary of the following financial information and the relevant commentaries should be read in conjunction with the full text of the annual reports and/or relevant financial result announcements for the respective financial periods and financial years. Figures presented herewith are subject to rounding.

The audited consolidated statement of profit or loss of the Group for FY2023, FY2024 and FY2025 as well as the unaudited consolidated statement of profit or loss of the Group for 9M2026, are set out below:

	← Audited		→	Unaudited
	FY2023	**FY2024**	**FY2025**	**9M2026**
	S$	**S$**	**S$**	**S$**
Revenue	16,233,651	16,646,057	15,709,277	12,066,969
Other income	567,389	542,496	864,628	389,179
Other (losses)/gains	(2,831,882)	(5,186,610)	117,512	77,978
Medical consultancy fees	(2,077,164)	(2,097,896)	(1,590,035)	(1,130,377)
Repair and maintenance	(3,032,342)	(4,439,090)	(6,051,652)	(4,728,052)
Purchase of inventories	(1,253,829)	(1,287,063)	(1,292,199)	(895,109)
Depreciation of property, plant and equipment	(5,758,800)	(12,458,475)	(11,897,364)	(8,150,030)
Amortisation of intangible assets	(9,146)	(9,146)	(9,146)	(6,200)
Short-term rental of premises	(78,990)	(98,400)	(110,535)	(83,715)
Employee compensation	(11,642,113)	(11,077,540)	(11,035,486)	(7,408,845)
Impairment loss on trade receivables	(549)	–	(39,851)	–
Impairment loss on property, plant and equipment	–	–	(2,467,854)	–
Finance costs	(2,421,292)	(11,554,151)	(3,171,316)	(2,677,582)
Other operating expenses	(6,659,181)	(6,418,994)	(6,072,757)	(4,742,291)
Loss before tax	**(18,964,248)**	**(37,438,812)**	**(27,046,778)**	**(17,288,075)**
Income tax expense	–	–	–	–
Loss after tax and total comprehensive loss from continuing operations for the year/period	**(18,964,248)**	**(37,438,812)**	**(27,046,778)**	**(17,288,075)**
Discontinued operations				
Profit/(Loss) from discontinued operations, net of tax	892,638	(6,272)	(7,404)	(6,093)
Loss after tax and total comprehensive loss for the year/ period	**(18,071,610)**	**(37,445,084)**	**(27,054,182)**	**(17,294,168)**
Basic and diluted (loss)/gain per share				
From continuing operations	(2.79)	(4.55)	(2.57)	(1.48)
From discontinued operations	0.13	**	**	**

** Amount less than 0.01 cents

Source: Company's annual report for FY2024 and FY2025, and the Company's 9M2026 results announcement dated 14 May 2026.

APPENDIX I – CONSOLIDATED STATEMENT OF PROFIT OR LOSS FOR FY2023, FY2024, FY2025 AND 9M2026

As an illustration only, and assuming that (i) the Rights cum Warrants Issue is fully subscribed and (ii) the Rights cum Warrants Issue had been completed at the beginning of each of FY2023, FY2024, FY2025 and 9M2026, the financial effects of the Rights cum Warrants Issue on the LPS of the Group for the respective financial year or period (as the case may be) are as follows:

	Before the Rights cum Warrants Issue	After the completion of the Rights cum Warrants Issue but before the Exercise of the Warrants	After the completion of the Rights cum Warrants Issue and after the Exercise of the Warrants
FY2023			
Loss attributable to the owners of the Company (S$'000)	(18,072)	(18,402)	(18,402)
Number of shares	337,987,090	830,584,946	1,323,182,802
Loss per Share (S$ cents)	(5.35)	(2.22)	(1.39)
FY2024			
Loss attributable to the owners of the Company (S$'000)	(37,445)	(37,775)	(37,775)
Number of shares	1,048,099,074	1,540,696,930	2,033,294,786
Loss per Share (S$ cents)	(3.57)	(2.45)	(1.86)
FY2025			
Loss attributable to the owners of the Company (S$'000)	(27,054)	(27,384)	(27,384)
Number of shares	1,062,020,642	1,554,618,498	2,047,216,354
Loss per Share (S$ cents)	(2.55)	(1.76)	(1.34)
9M2026			
Loss attributable to the owners of the Company (S$'000)	(17,294)	(17,624)	(17,624)
Number of shares	1,231,494,642	1,724,092,498	2,216,690,354
Loss per Share (S$ cents)	(1.40)	(1.02)	(0.80)

APPENDIX II – CONSOLIDATED STATEMENT OF FINANCIAL POSITION AS AT 30 JUNE 2023, 30 JUNE 2024, 30 JUNE 2025 AND 31 MARCH 2026

The audited consolidated statement of financial position of the Group as at 30 June 2023, 30 June 2024 and 30 June 2025, as well as the unaudited consolidated statement of financial position of the Group as at 31 March 2026 are as follows:

	Audited			Unaudited
	As at 30 June 2023	As at 30 June 2024	As at 30 June 2025	As at 31 March 2026
	S$	S$	S$	S$
Equity				
Share capital	104,843,733	190,864,336	191,464,336	197,396,154
Other reserves	(3,402,956)	(5,428,119)	(5,077,737)	(5,077,737)
Accumulated losses	(66,246,802)	(103,691,886)	(130,746,068)	(148,040,236)
Equity contributions from shareholders	9,733,138	–	–	–
Total equity	44,927,113	81,744,331	55,640,531	44,278,181
Non-current assets				
Property, plant and equipment	142,103,112	130,411,590	116,194,098	113,114,412
Intangible assets	26,789	17,643	8,497	2,297
Other assets	3,453,664	3,669,130	3,199,189	4,252,336
Cash and bank balances	500,000	–	–	–
Total non-current assets	146,083,565	134,098,363	119,401,784	117,369,045
Current assets				
Inventories	105,604	102,903	114,544	129,181
Trade and other receivables	1,742,883	1,117,167	1,594,229	2,043,161
Other assets	541,390	276,063	760,623	276,063
Cash and bank balances	11,050,743	3,162,170	2,843,634	2,481,895
Total current assets	13,440,620	4,658,303	5,313,030	4,930,300
Total assets	159,524,185	138,756,666	124,714,814	122,299,345
Current liabilities				
Trade and other payables	9,704,664	6,092,263	5,838,500	14,226,606
Loan from a shareholder	150,990	1,236,621	2,093,463	13,612,511
Loan from non-related parties	1,748,514	–	5,127,837	–
Bank borrowings	10,618,714	2,586,522	2,245,572	1,884,444
Lease liabilities	2,492,917	2,628,931	1,777,030	3,177,304
Provision for reinstatement costs	–	–	265,052	265,052
Redeemable convertible loans	12,190,181	–	–	–

	Audited			Unaudited
	As at 30 June 2023	As at 30 June 2024	As at 30 June 2025	As at 31 March 2026
	S$	S$	S$	S$
Derivative liabilities	16,029,964	–	–	–
Total current liabilities	52,935,944	12,544,337	17,347,454	33,165,917
Net current liabilities	(39,495,324)	(7,886,034)	(12,034,424)	(28,235,617)
Non-current liabilities				
Loan from shareholders	–	6,030,823	17,378,488	10,775,672
Bank borrowings	18,446,925	3,656,226	1,410,346	–
Lease liabilities	32,452,147	29,957,849	28,180,819	29,167,517
Redeemable convertible loans	2,674,128	–	–	–
Derivative liabilities	3,521,397	–	–	–
Provision for reinstatement costs	4,566,531	4,823,100	4,757,176	4,912,058
Total non-current liabilities	61,661,128	44,467,998	51,726,829	44,855,247
Total liabilities	114,597,072	57,012,335	69,074,283	78,021,164
Net assets	44,927,113	81,744,331	55,640,531	44,278,181

APPENDIX III – CONSOLIDATED STATEMENT OF CASH FLOWS FOR FY2025 AND 9M2026

The audited consolidated statement of cash flows for the Group for FY2025, as well as the unaudited consolidated statement of cash flows for the Group for 9M2026, is set out below:

	Audited FY2025	**Unaudited 9M2026**
	S$	**S$**
Cash flows from operating activities		
Loss after tax	(27,054,182)	(17,294,168)
Adjustments for:		
Depreciation of property, plant and equipment	11,897,364	8,150,030
Depreciation of right-of-use assets	9,146	6,200
Gain on disposal of property, plant and equipment	–	(70,000)
Gain on modification of loan from a non-related party	(97,088)	–
Gain on lease modification	–	(843)
Property, plant and equipment written off	59	–
Impairment loss of trade receivables	39,851	–
Impairment loss of property, plant and equipment	2,467,854	–
Income from sublease	(287,019)	(265,842)
Interest income	(25,657)	(18,413)
Interest expenses	3,171,316	2,681,481
Share-based payment expense	56,751	–
Operating cash flow before working capital changes	(9,821,605)	(6,811,555)
Changes in:		
Inventories	(11,641)	(14,637)
Trade and other receivables	(511,008)	(441,306)
Other assets	10,878	(550,223)
Trade and other payables	(317,013)	8,194,239
Net cash (used in)/generated from operating activities	(10,650,389)	376,518
Cash flows from investing activities		
Proceeds from disposal of property, plant and equipment	–	70,000
Purchases of property, plant and equipment	(147,785)	(485,589)
Sublease income received	280,961	258,216
Interest received	160	49
Net cash generated from/(used in) investing activities	133,336	(157,324)

	Audited FY2025	Unaudited 9M2026
	S$	S$
Cash flows from financing activities		
Changes in restricted cash	(178,000)	(230,000)
Proceeds from issuance of share capital	–	691,400
Proceeds from loan from shareholders	12,000,000	3,900,000
Proceeds from loan from non-related parties	5,000,000	–
Proceeds from release of fixed deposit pledged	–	10,325
Principal payment of loan from shareholders	(29,617)	(87,437)
Principal payment of bank borrowings	(2,586,830)	(1,771,474)
Principal payment of lease liabilities	(2,628,931)	(2,196,940)
Interest paid on bank borrowings	(301,847)	(113,759)
Interest paid on lease liabilities	(1,254,411)	(1,002,723)
Net cash generated from/(used in) financing activities	10,020,364	(800,608)
Net decrease in cash and cash equivalents	(496,689)	(581,414)
Cash and cash equivalents at beginning of the year/period	2,574,998	2,078,309
Cash and cash equivalents at end of the year/period[(a)]	2,078,309	1,496,895

Note:

(a) For the purposes of the cash flow statement, cash and cash equivalents exclude restricted cash balances. These restricted amounts are included in the total cash and bank balances presented on the balance sheet, and hence the figures may not be directly comparable.

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 Investor Portal or SGX-SFG Service or through other electronic methods designated by CDP from time to time.

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 of the Company 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).

Any references to "Rights Securities" and "Excess Rights Securities" on the SGX Investor Portal (where applicable) shall mean the offer of the Rights Shares with Warrants, the acceptance of such Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants, respectively.

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 with Warrants in excess of their provisional allotments under the Rights cum Warrants Issue, save as provided in paragraph 5.7 of this Appendix IV. 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 the Participating Bank or) or electronic service delivery networks (such as SGX Investor Portal) ("**Accepted Electronic Service**") and the submission is unsuccessful) or **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), 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). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

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 THE PARTICIPATING BANK OR ACCEPTED ELECTRONIC SERVICE. WHERE AN ENTITLED DEPOSITOR IS A DEPOSITORY AGENT, IT MAY MAKE ITS ACCEPTANCE AND EXCESS APPLICATION (IF APPLICABLE) VIA THE SGX-SFG 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 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 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 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.

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 renouncees, 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 2001 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.

1.5 Details on the acceptance for provisional allotment of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants are set out in paragraphs 2 to 4 of this Appendix IV.

2. MODE OF ACCEPTANCE AND APPLICATION

2.1 Acceptance/Application by way of Electronic Application through an ATM of the Participating Bank or Accepted Electronic Service

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 Participating Bank. Please refer to Appendix V of this Offer Information Statement for the additional terms and conditions for Electronic Applications through an ATM of the Participating Bank.

IF AN ENTITLED DEPOSITOR MAKES AN ELECTRONIC APPLICATION THROUGH AN ATM OF THE PARTICIPATING BANK OR THROUGH AN ACCEPTED ELECTRONIC SERVICE, HE WOULD HAVE IRREVOCABLY AUTHORISED THE RELEVANT BANK TO DEDUCT THE FULL AMOUNT PAYABLE FROM HIS BANK ACCOUNT IN RESPECT OF SUCH APPLICATION. IN THE CASE OF AN ENTITLED DEPOSITOR WHO HAS ACCEPTED THE RIGHTS SHARES WITH WARRANTS PROVISIONALLY ALLOTED 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 THE PARTICIPATING BANK OR AN ACCEPTED ELECTRONIC SERVICE, 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 Form Submitted to 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 form submitted to 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

(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 with Warrants accepted and (if applicable) Excess Rights Shares with Warrants applied for:

   (i) by post, **AT THE SENDER'S OWN RISK,** in the self-addressed envelope provided, to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, PRIVY BOX NO. 920764 SINGAPORE 929292**, in each case so as to arrive not later than **5.30 P.M. ON 18 JUNE 2026** (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 – SIAMH 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 WILL BE ACCEPTED. NO 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-SFG 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-SFG 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, signed 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 IV 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. With respect to applications made via an Accepted Electronic Service, remittances may be rejected and refunded at CDP's discretion if they do not match the quantity of Rights Shares with Warrants accepted by the Entitled Depositor indicated through such Accepted Electronic Service.

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 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 of the provisional allotments of Rights Shares with Warrants ("**Purchasers**") as arrangements will be made by CDP for a 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 the notification with instructions on how to access the electronic version of 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 the notification with instructions on how to access the electronic version of this Offer Information Statement and other accompanying documents, may obtain the same from CDP, for the period up to **5.30 p.m. on 18 June 2026** (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, the notification with instructions on how to access the electronic version of this Offer Information Statement and its accompanying documents might not be despatched in time for the subscription of the Rights Shares with Warrants. You 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.

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 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 renouncee by ordinary post and **AT HIS OWN RISK**, to his Singapore address as maintained in the records of CDP and for the renouncee 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 with Warrants by the renouncee is **5.30 p.m. on 18 June 2026** (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 TWO (2) RIGHTS SHARES WITH TWO (2) FREE WARRANTS FOR EVERY FIVE (5) EXISTING ORDINARY SHARES AT AN ISSUE PRICE OF S$0.031 FOR EACH RIGHTS SHARE)

As an illustration, if an Entitled Depositor has 10,000 Shares standing to the credit of his Securities Account as at the Record Date, the Entitled Depositor will be provisionally allotted 4,000 Rights Shares with 4,000 free 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 4,000 Rights Shares with 4,000 free Warrants and (if applicable) apply for Excess Rights Shares with Warrants.	(1) Accept his entire provisional allotment of 4,000 Rights Shares with 4,000 free Warrants and (if applicable) apply for Excess Rights Shares with Warrants by way of an Electronic Application through an ATM of the Participating Bank not later than **9.30 p.m. on 18 June 2026** or an Accepted Electronic Service as described herein not later than **5.30 p.m. on 18 June 2026** (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 4,000 Rights Shares with 4,000 free Warrants and (if applicable) the number of Excess Rights Shares with Warrants applied for and forward the original signed ARE together with a single remittance for S$124.00 (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 in Singapore currency drawn on a bank in Singapore, and made payable to "**CDP – SIAMH RIGHTS ISSUE ACCOUNT**" and crossed "**NOT NEGOTIABLE**, **A/C PAYEE ONLY**" for the full amount due on acceptance and (if applicable) application, by post, at his own risk, in the self-addressed envelope provided to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, PRIVY BOX NO. 920764 SINGAPORE 929292** so as to arrive not later than **5.30 p.m. on 18 June 2026** (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.

Alternatives	Procedures to be taken
	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.
(b) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 1,000 provisionally allotted Rights Shares with 1,000 free Warrants, not apply for Excess Rights Shares with Warrants and trade the balance on the SGX-ST.	(1) Accept a portion of his provisional allotment of 1,000 Rights Shares with 1,000 free Warrants by way of an Electronic Application through an ATM of the Participating Bank not later than 9.30 p.m. on 18 June 2026 or an Accepted Electronic Service as described herein not later than 5.30 p.m. on 18 June 2026; or (2) Complete and sign the ARE in accordance with the instructions contained therein for the acceptance of a portion of his provisional allotment of 1,000 Rights Shares with 1,000 free Warrants, and forward the original signed ARE, together with a single remittance for S$31.00, in the prescribed manner described in alternative (a)(2) above, to CDP, so as to arrive not later than 5.30 p.m. on 18 June 2026 (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 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.** The balance of the provisional allotment of 3,000 Rights Shares with 3,000 free 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 the ready market, each board lot comprising provisional allotments size of 100 Warrants or any other board lot size which the SGX-ST may require.

Alternatives	Procedures to be taken
(c) Accept a portion of his provisional allotment of Rights Shares with Warrants, for example 1,000 provisionally allotted Rights Shares with 1,000 free Warrants, and reject the balance.	(1) Accept a portion of his provisional allotment of 1,000 Rights Shares with 1,000 free Warrants by way of an Electronic Application through an ATM of the Participating Bank not later than **9.30 p.m. on 18 June 2026** (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 an Accepted Electronic Service as described herein not later than 5.30 p.m. on 18 June 2026 (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 of a portion of his provisional allotment of 1,000 Rights Shares with 1,000 free Warrants and forward the original signed ARE, together with a single remittance for S$31.00, in the prescribed manner described in alternative (a)(2) above to CDP so as to arrive not later than **5.30 p.m. on 18 June 2026** (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 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.
	The balance of the provisional allotment of 3,000 Rights Shares with 3,000 free 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 the Participating Bank by **9.30 p.m. on 18 June 2026** or if an acceptance is not made through CDP via ARE or an Accepted Electronic Service by **5.30 p.m. on 18 June 2026**

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 18 JUNE 2026 (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 THE PARTICIPATING BANK.

(B) 5.30 P.M. ON 18 JUNE 2026 (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 VIA ARE/ARS, OR THROUGH AN ACCEPTED ELECTRONIC SERVICE OR SGX-SFG SERVICE; AND

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 the Participating Bank by **9.30 p.m. on 18 June 2026** (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 via ARE/ARS form or an Accepted Electronic Service by **5.30 p.m. on 18 June 2026** (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 CREDITING HIS/THEIR BANK ACCOUNT(S) WITH THE PARTICIPATING BANK** (if he/they accept and (if applicable) apply through an ATM of the Participating Bank) or electronic service delivery networks (such as SGX Investor Portal) ("**Accepted Electronic Service**") or **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), 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). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

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 IV, an Entitled Depositor should note that:

(a) by accepting his provisional allotment of Rights Shares with Warrants and/or applying for Excess Rights 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 with Warrants 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 ARE 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 with Warrants 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 Warrants (including Electronic Application(s)) in whichever mode or combination as the Company and/or CDP may, in their/its absolute discretion, deem fit.

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 of the Company. 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 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 with Warrants, preference will be given to the rounding of odd lots, and Substantial Shareholders and Directors 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, without interest or any share of revenue or other benefit arising therefrom, within 3 business days after the commencement of trading of the Rights Shares with 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 the Participating Bank or an Accepted Electronic Service), the receipt by such banks being a good discharge to the Company and CDP of their obligations, if any, thereunder, or **BY CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), 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 or if they had applied for Excess Rights Shares with Warrants through CDP). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

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 the Participating Bank and payment of the full amount payable for such Rights Shares with Warrants is effected by **9.30 p.m. on 18 June 2026** or an Accepted Electronic Service and payment of the full amount payable for such Rights Shares with Warrants is effected by **5.30 p.m. on 18 June 2026** (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 – SIAMH 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 block letters on the reverse side of the Cashier's order or Banker's Draft is submitted by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE CENTRAL DEPOSITORY (PTE) LIMITED, PRIVY BOX NO. 920764 SINGAPORE 929292**; or an Accepted Electronic Service by **5.30 p.m. on 18 June 2026** (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 is made by a Depository Agent via the SGX-SFG Service and payment in Singapore currency by way of telegraphic transfer by the Depository Agent/(s) for the Rights Shares with Warrants is effected by **5.30 p.m. on 18 June 2026** (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 CREDITING DIRECTLY INTO HIS/THEIR DESIGNATED BANK ACCOUNT FOR SINGAPORE DOLLARS VIA CDP'S DIRECT CREDITING SERVICE**, as the case may be, (in each case) **AT HIS/THEIR OWN RISK**; in the event he/they are not subscribed to CDP's Direct Crediting Service, any monies to be paid shall be credited to his/their Cash Ledger and subject to the same terms and conditions as Cash Distributions under the CDP Operation of Securities Account with the Depository Terms and Conditions (Cash Ledger and Cash Distribution are as defined therein), 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). CDP will process such refunds within such timeline as shall be indicated by CDP from time to time, taking into account the processing time required by the relevant bank or service delivery network for the relevant payment method.

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.

5.5 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. 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.

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, or deposited into boxes located at CDP's premises.

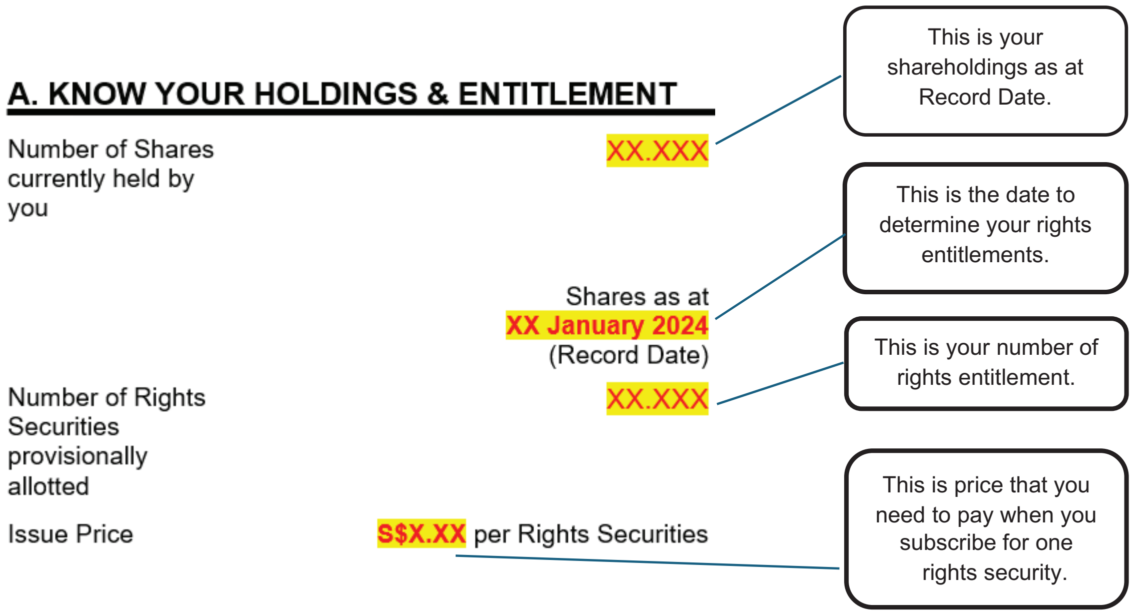
All communications, notices, documents and remittances to be delivered or sent to you may be sent by **ORDINARY POST** or **EMAIL** to your mailing or email address as maintained in the records of CDP, and **AT YOUR OWN RISK**.

5.7. Personal Data Privacy

By completing and delivering an ARS or an ARE and in the case of an Electronic Application, by pressing the “Enter” or “OK” or “Confirm” or “Yes” key, an Entitled Depositor, a Renouncee or a Purchaser (i) consents to the collection, use and disclosure of his personal data by the Participating Bank, Share Registrar, Securities Clearing and Computer Services (Pte) Limited, the CDP, the SGX-ST and/or the Company (the “Relevant Persons”) for the purposes of facilitating his application for the Rights Shares with Warrants and (if applicable) his application for Excess Rights Shares with Warrants, and in order for the Relevant Person to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”); (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.

GUIDE TO RIGHTS APPLICATION

1. Know your holdings and entitlement



2. Select your application options

B. SELECT YOUR APPLICATION OPTIONS

1. Online via SGX Investor Portal — Access event via Corporate Actions Form Submission on investors.sgx.com or log in to your Portfolio on investors.sgx.com to submit your application via electronic application form. Make payment using PayNow by **5.30 p.m. on XX January 2024**. You do not need to return this form.

2. ATM — Follow the procedures set out on the ATM screen of a Participating Bank. Submit your application by **9.30 p.m. on XX January 2024**. Participating Banks are XXX, XXX and XXX.

3. Form — Complete section C below and submit this form by **5.30 p.m. on XX January 2024**, together with BANKER'S DRAFT/CASHIER'S ORDER payable to "**CDP- XXXXXX RIGHTS ISSUE ACCOUNT**". Write your name and securities account number on the back of the Banker's Draft/Cashier's Order

This is the last date and time to subscribe for the rights security through ATM and CDP.

You can apply your rights securities through ATMs of these participating banks.

This is the payee name to be issued on your Cashier's Order where XXXXX is the name of the issuer.

Note: Please refer to the ARE/ARS for the actual holdings, entitlements, Record Date, Issue Price, Closing Date for subscription, Participating Bank(s) and payee name on the Banker's Draft or Cashier's Order.

3. Application via SGX Investor Portal

User Guide to apply and pay for Rights via SGX Investor Portal

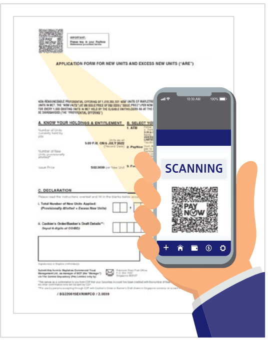
Before you proceed to apply for rights via Investor Portal, please ensure that you have the following:

1. Singpass (Singaporeans/PRs/Work Pass Holders) or CDP Internet User ID (Foreigners/Corporates).
2. Daily limit to meet your transfer request (up to S$200,000 per transaction for PayNow, capped at a daily fund transfer limit set with your bank, whichever is lower).
3. Notification to alert you on the transfer, refund and submission status. Please turn on the setting in your bank account notifications and update your email address with CDP.

Note:

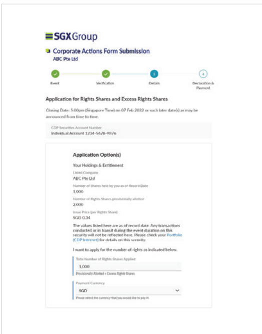
1. Please ensure that your applications and payments are received by CDP before 5.30pm (Singapore Time) on the event close date. Otherwise, CDP will reject the application.
2. Payment from rejected applications will be refunded to your originating bank account. Banks might impose fees to process refunds. The fees will be deducted from the refund amount. Please check with your bank on the charges and status of your refund.
3. CDP will determine the number of rights applied using total payment received on each day, ignoring resultant fractional cent payable if any.
4. Post allocation, CDP will refund any excess amount to your Direct Crediting Service (DCS) bank account.
5. A transaction fee of S$2 (inclusive of GST) applies for PayNow. It is non-refundable once the instruction is submitted successfully, regardless of the amount of rights allotted.

Step 1 Scan QR code using your bank mobile app or visit investors.sgx.com

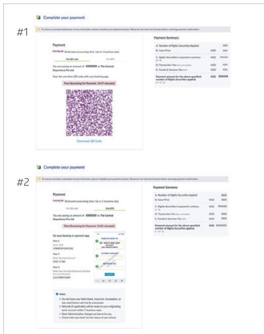


Step 2 Select the event under CA Form Submission or log in to your Portfolio

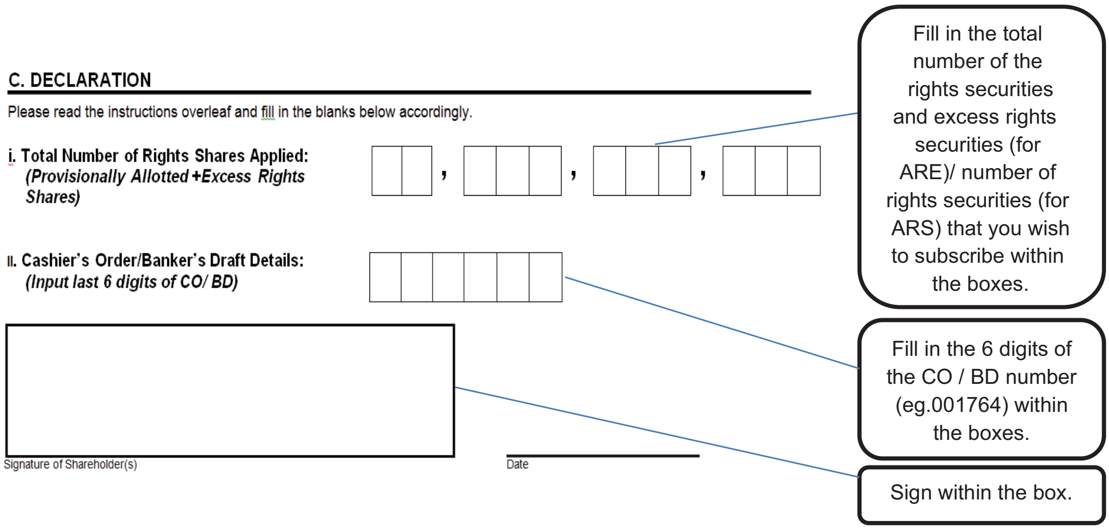
Step 3 Enter the number of rights and confirm payment amount



Step 4 Submit application via QR Code or UEN



4. Application via Form



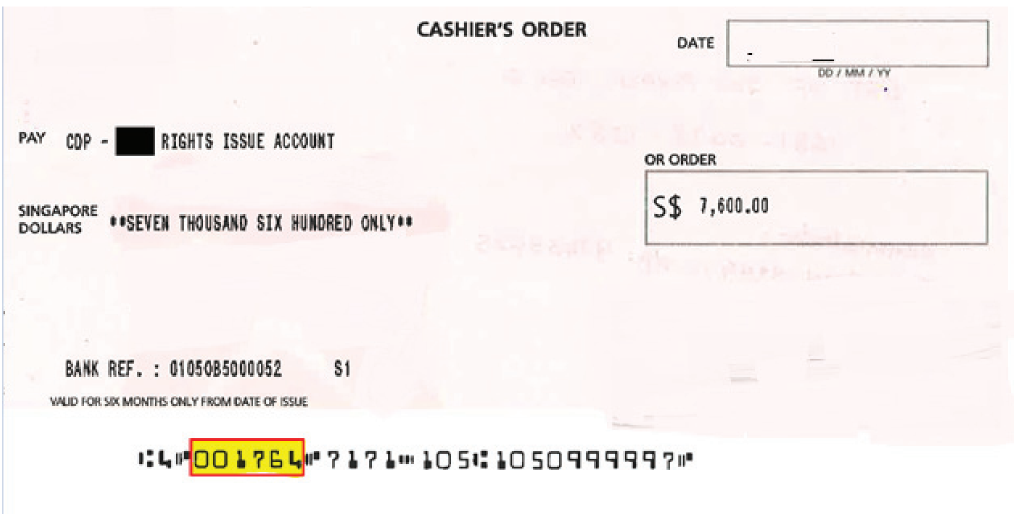
Notes:

(i) If the total number of Rights Shares with Warrants applied 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.

(ii) The total number of Rights Shares with Warrants applied will be based on cash amount stated in your Cashier's Order/Banker's Draft. The total number of Warrants will be appropriated accordingly if the applied quantity exceeds this amount.

(iii) Please note to submit one Cashier's Order/Banker's Draft per application form.

5. Sample of a Cashier's Order



APPENDIX V – ADDITIONAL TERMS AND CONDITIONS FOR ELECTRONIC APPLICATION THROUGH THE ATMS OF THE PARTICIPATING BANK OR ACCEPTED ELECTRONIC SERVICE

The procedures for Electronic Applications at ATMs of the Participating Bank are set out on the ATM screens of the Participating Bank (the "Steps").

Please read carefully the terms of this Offer Information Statement, the Steps, and the terms and conditions for Electronic Applications set out below before making an Electronic Application. An ATM card issued by the Participating Bank cannot be used to accept provisional allotments of Rights Shares with Warrants and (if applicable) apply for Excess Rights Shares with Warrants at an ATM belonging to another bank. Any Electronic Application which does not strictly conform to the instructions set out on the screens of the ATM of the Participating Bank through which the Electronic Application is made will be rejected.

Any reference to the "Applicant" in the terms and conditions for Electronic Applications and the Steps shall mean the Entitled Depositor or his Renouncee or the Purchaser of the provisional allotment of Rights Shares with Warrants who accepts or (as the case may be) applies for the Rights Shares with Warrants through an ATM of the Participating Bank. 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 through an ATM of the 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 to be retained by the Applicant and should not be submitted with any ARE/ARS.

An Applicant, including one who has a joint bank account with the 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 by the Participating Bank in his own name will render his acceptance or (as the case may be) application liable to be rejected.

All references to "Rights Issue" and "Rights Application" on the ATM screens of the Participating Bank shall mean the offer of Rights Shares with Warrants under the Rights cum Warrants Issue and the acceptance of provisional allotments of Rights Shares with Warrants and (if applicable) the application for Excess Rights Shares with Warrants, respectively. All references to "Document" on the ATM screens of the Participating Bank shall mean this Offer Information Statement.

For SRS Investors and investors who hold Shares through finance companies or Depository Agents, acceptances of the provisional allotments of Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants must be done through their respective SRS Approved Banks with whom they hold their SRS accounts and their respective finance companies or Depository Agents, as the case may be. The aforementioned persons, where applicable, will receive notification letter(s) from their respective SRS Approved Banks with whom they hold their SRS accounts, their respective finance companies and/or Depository Agents, as the case may be, and should refer to such notification letter(s) for details of the last date and time to submit acceptances of the provisional allotments of Rights Shares with Warrants and (if applicable) applications for Excess Rights Shares with Warrants to their respective SRS Approved Banks with whom they hold their SRS accounts, finance companies and/or Depository Agents, as the case may be. Such persons are advised to provide their respective finance companies, Depository Agents and/or relevant banks, as the case may be, with the appropriate instructions early in order for such intermediaries to make the relevant acceptance and (if applicable) applications for Excess Rights Shares with Warrants on their behalf by the Closing Date. **ANY ACCEPTANCE AND (IF APPLICABLE) APPLICATION MADE DIRECTLY BY THE AFOREMENTIONED PERSONS THROUGH CDP, ELECTRONIC APPLICATIONS AT ATMS OF THE PARTICIPATING BANK, ACCEPTED ELECTRONIC SERVICES, THE SHARE REGISTRAR AND/OR THE COMPANY WILL BE REJECTED. SRS INVESTORS AND INVESTORS WHO HOLD SHARES THROUGH FINANCE COMPANIES OR DEPOSITORY AGENTS SHOULD REFER TO THE SECTION ENTITLED "IMPORTANT NOTICE TO SRS INVESTORS AND INVESTORS WHO HOLD SHARES THROUGH FINANCE COMPANIES OR DEPOSITORY AGENTS" OF THIS OFFER INFORMATION STATEMENT FOR IMPORTANT DETAILS RELATING TO THE OFFER PROCEDURE FOR THEM.**

For Renouncees or Purchasers whose purchases are settled through finance companies or Depository Agents, acceptances of the Rights Shares with Warrants represented by the provisional allotment of Rights Shares with Warrants purchased must be done through the respective finance companies or Depository Agents, as the case may be. Such Renouncees and Purchasers will receive notification letter(s) from their respective finance companies or Depository Agents, as the case may be, and should refer to such notification letter(s) for details of the last date and time to submit acceptances of the provisional allotments of Rights Shares with Warrants to their respective finance companies or Depository Agents, as the case may be. Such Renouncees or 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 on their behalf by the Closing Date.

ANY ACCEPTANCE OF THE RIGHTS SHARES WITH WARRANTS AND (IF APPLICABLE) APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS MADE DIRECTLY BY SUCH RENOUNCEES AND PURCHASERS THROUGH CDP, ELECTRONIC APPLICATIONS AT ATMS OF THE PARTICIPATING BANK, ACCEPTED ELECTRONIC SERVICES, THE SHARE REGISTRAR AND/OR THE COMPANY WILL BE REJECTED.

The Electronic Application shall be made on, 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 and this Offer Information Statement prior to effecting the Electronic Application and agrees to be bound by the same; and

  (b) that he consents and authorises CDP to give, provide, disclose, divulge or reveal information pertaining to his Securities Account maintained in CDP's record, including, without limitation, his name, NRIC/passport number, address, nationality, Securities Account number, the number of Shares standing to the credit of his Securities Account, the number of provisional allotments of Rights Shares with Warrants allotted to him, his acceptance and (if applicable) application for Excess Rights Shares with Warrants and any other information and application details (the "**Relevant Particulars**") from his account with the Participating Bank to the Share Registrar, Securities Clearing & Computer Services (Pte) Ltd (SCCS), CDP, the SGX-ST, the Company and any other relevant parties as CDP may deem fit for the purpose of the Rights cum Warrants Issue and his acceptance and (if applicable) application (the "**Relevant Parties**").

His acceptance of the provisional allotments of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants 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, as the case may be. 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, as the case may be, 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 1970 of Singapore, to the disclosure by that Participating Bank of the Relevant Particulars of his account with the Participating Bank to the Relevant Parties.

(2) An Applicant may make an Electronic Application at an ATM of the Participating Bank for the Rights Shares with Warrants using cash only by authorising the Participating Bank to deduct the full amount payable from his account with the Participating Bank.

(3) The Applicant irrevocably agrees and undertakes to subscribe for and to accept the lesser of (a) 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 (b) the number of provisionally allotted Rights Shares with Warrants 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 such Excess Rights Shares with Warrants or not to allot any 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, as the case may be) of the number of 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 provisional allotments of Rights Shares with Warrants by way of an ARE and/or an ARS (as the case may be) and also by way of acceptance through the Electronic Application through an ATM of the Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as the Company and/or CDP may, in its/their absolute discretion, deem fit. In determining the number of Rights Shares with Warrants that 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 the ARE and/or ARS (as the

case may be) and by Electronic Application. The Company and/or CDP, in determining the number of Rights Shares with Warrants that the Applicant has validly given instructions to accept, shall be authorised and entitled to have regard to the aggregate amount of payment received for the acceptances, whether by way of Banker's Draft or Cashier's Order drawn on a bank in Singapore accompanying the ARE and/or ARS, or by way of acceptance through an Electronic Application through an ATM of the Participating Bank, which he has authorised or deemed to have authorised 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 by way of an ARE and by way of application through an Electronic Application through an ATM of the Participating Bank, the Company and/or CDP shall be authorised and entitled to accept the Applicant's instructions in whichever mode or a combination thereof as the Company and/or CDP may, in its/their absolute discretion, deem fit. In determining the number of Excess Rights Shares with Warrants which the Applicant has validly given instructions for the application of, 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 application through Electronic Application through the ATM of the Participating Bank and by way of the ARE. The Company and/or CDP, in determining the number of Excess Rights Shares with Warrants which the Applicant has given valid instructions for the application of, 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 by way of application through Electronic Application through the ATM of the Participating Bank, which he has authorised or deemed to have authorised to be applied towards the payment in respect of his acceptance.

(7) The Applicant irrevocably requests and authorises the Company to:

(a) register or 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 for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants not be accepted, by automatically crediting the Applicant's bank account with his Participating Bank with the relevant amount within three (3) business days after the commencement of trading of the Rights Shares with Warrants; and

(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 three (3) business days after the commencement of trading of the Rights Shares with Warrants.

(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 the Company, CDP, the Participating Bank and/or the Share Registrar), and any other events beyond the control of the Company, CDP, the Participating Bank and/or the Share Registrar and if, in any such event, the Company, CDP, the Participating Bank and/or the Share Registrar do not record or receive the Applicant's Electronic Application, or data relating to the Applicant's Electronic Application 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 the Company, the Directors, CDP, the Participating Bank and/or the Share Registrar and their respective officers for any purported acceptance of the Rights Shares with Warrants and (if applicable) Excess Rights Shares with Warrants applied for 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 (EXCLUDING PUBLIC HOLIDAYS) BETWEEN 7.00 A.M. TO 9.30 P.M.**

(11) Electronic Applications shall close at 9.30 p.m. on 18 June 2026 or such other date(s) and/or time(s) as the Directors may, in their absolute discretion, decide, and 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 of such particulars. 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 made at the ATMs of the Participating Bank that does not strictly conform to the instructions set out on the ATM screens of the Participating Bank 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 returned or refunded in S$ (without interest or any share of revenue or other benefit arising therefrom) to the Applicant by being automatically credited to the Applicant's bank account with the Participating Bank within three (3) business days after the commencement of trading of the Rights Shares and Warrants (as may be applicable). 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.

(15) In consideration of the Company arranging for the 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 18 June 2026 or such other time(s) and/or date(s) as the Directors may, in their absolute discretion, decide, and 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 amendment to this Offer Information Statement or replacement or supplemental document is lodged with the SGX-ST, acting as an agent on behalf of 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, CDP, the Participating 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, CDP, or the Participating Bank due to a breakdown or failure of transmission, delivery or communication facilities or any risks referred to in paragraph 9 above or to any cause beyond their respective controls;

(d) he will not be entitled to exercise any remedy of rescission for misrepresentation at any time after acceptance of the provisionally allotted Rights Shares with Warrants or (if applicable) acceptance of 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;

(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 and/or the Electronic Application has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of such contracts. Notwithstanding any term contained in this Offer Information Statement and/or the Electronic Application, the consent of any third party is not required for any subsequent agreement by the parties thereto to amend or vary (including any release or compromise of liability) or terminate such contracts. Where the third parties are conferred rights under such contracts, those rights are not assignable or transferable;

(g) any interest, share of revenue or other benefit accruing on or arising from in connection with any acceptance and (if applicable) application monies shall be for the benefit of the Company and none of the Company, the Directors or any other persons involved in the Rights cum Warrants Issue shall be under any obligation to account for such interest, share of revenue or other benefit to him or any other person; and

(h) in accepting his "Nil-Paid" Rights, reliance has been placed solely on the information contained in this Offer Information Statement and that none of the Company, the Directors or any other person involved in the Rights cum Warrants Issue shall have any liability in respect of any information not so contained, except for any liability which cannot by law be excluded; he has not relied on any information, representation or warranty supplied or made by or on behalf of the Company, the Share Registrar, CDP, the Participating Bank and the SGX-ST; he has access to all information he believes is necessary or appropriate in connection with this subscription of Rights Shares with Warrants; he has not relied on any investigation that any of the foregoing persons may have conducted with respect to the Rights Shares with Warrants or the Company, and none of such persons has made any representation to him, express or implied, with respect to the Warrants or the Company; except for any liability which cannot by law be excluded, he will not hold any of the foregoing persons responsible for any misstatements or omissions from any publicly available information concerning the Company and none of the foregoing persons owes or accepts any duty, liability or responsibility to him, whether in contract or in tort (including, without limitation, negligence and breach of statutory duty) or otherwise and shall not be liable in respect of any loss, damage or expense whatsoever in relation to the Rights cum Warrants Issue.

(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/or other correspondence will be sent to his address last registered with CDP.

(17) The existence of a trust will not be recognised. Any Electronic Application by a trustee 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 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 the ARE and/or ARS or and/by way of Electronic Application, the provisionally allotted 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 its/their absolute discretion, deem fit and the surplus acceptance and (if applicable) application monies, as the case may be, will be returned or refunded 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 Warrants (as may be applicable) by any one (1) or a combination of the following: (a) by crediting the Applicant's designated bank account via CDP's Direct Crediting Service **AT HIS OWN RISK** if he accepts and (if applicable) applies through CDP. In the event that such Applicant is not subscribed to CDP's Direct Crediting Service, any monies to be returned or refunded will be retained by CDP and credited to his Cash Ledger and subject to the same terms and conditions as Cash Distributions under CDP's "Terms and Conditions for Operation of Securities Accounts with The Central Depository (Pte) Limited" (Cash Ledger and Cash Distributions are as defined therein) (the retention by CDP being a good discharge of the Company's obligations); and (b) by crediting the Applicant's bank account with the Participating Bank **AT HIS OWN RISK** if he accepts and (if applicable) applies through an ATM of the Participating Bank (the receipt by such bank being a good discharge of the Company's and CDP's obligations).

(19) The Applicant acknowledges that, in determining the total number of Rights Shares with Warrants represented by the provisional allotments of Rights Shares with Warrants which he can validly accept, CDP and/or the Company are entitled and the Applicant 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 that the Applicant has validly accepted, whether under the ARE and/or ARS or any other form of application (including Electronic Applications through an ATM and through Accepted Electronic Services) 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 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 of the provisional allotments of Rights Shares with Warrants, (if applicable) application for Excess Rights Shares with Warrants and/or payment which does not conform strictly to the instructions set out under this Offer Information Statement, the PAL, the ARE, the ARS, (if applicable) the Constitution and/or other application form for the Rights Shares with Warrants and/or Excess Rights Shares with Warrants in relation to the Rights cum Warrants Issue (as the case may be) or which does not comply with the instructions for Electronic Application or through an Accepted Electronic Service (as the case may be) or with the terms and conditions of this Offer Information Statement, or in the case of an acceptance and/or application by the PAL, the ARE, the 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 (as the case may be) 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 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 its/their absolute discretion, reject or treat as invalid any such acceptance, (if applicable) application, payment and/or other process of remittances at any time after receipt in such manner as it/they may deem fit.

(22) The Company and/or CDP shall be entitled to process each application submitted for the acceptance of the provisional allotments 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 Applicant, on its own, without regard to any other application and payment that may be submitted by the same Applicant. For 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 acceptance of the provisional allotments of Rights Shares with Warrants and (if applicable) application for Excess Rights Shares with Warrants.

APPENDIX VI – PROCEDURES FOR ACCEPTANCE, SPLITTING, RENUNCIATION, EXCESS APPLICATION AND PAYMENT BY ENTITLED SCRIPHOLDERS

1. INTRODUCTION

1.1 Entitled Scripholders are entitled to receive this Offer Information Statement together with the following documents which are enclosed with, and are deemed to constitute a part of, this Offer Information Statement:–

Renounceable 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 provisional allotment of the Rights Shares with Warrants and application for excess Rights Shares with Warrants are governed by the terms and conditions of this Offer Information Statement and the enclosed PAL and (if applicable) the Constitution of the Company. The number of Rights Shares with Warrants provisionally allotted to Entitled Scripholders 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 entitlements under the Rights cum Warrants Issue.

1.3 Full instructions for the acceptance of and payment for the Rights Shares with Warrants provisionally allotted to Entitled Scripholders and the procedures to be adopted should they wish to renounce, transfer or split their provisional allotments are set out in the PAL.

1.4 With regard to any acceptance, application and/or payment which does not conform strictly to the instructions set out under this Offer Information Statement, the ARE, the ARS, the PAL and/or any other application form for the 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 any application by the ARE, the ARS, the PAL, and/or other application form for the Rights Shares with Warrants in relation to the Rights cum Warrants Issue which is illegible, incomplete, incorrectly completed or which is accompanied by an improperly or insufficiently drawn remittance or does not comply with the instructions for Electronic Application, the Company and/or the Share Registrar may, at their/its absolute discretion, reject or treat as invalid any such acceptance, payment and/or other process of remittance at any time after receipt in such manner as they/it may deem fit..

1.5 The Company and/or the Share Registrar shall be entitled to process each application submitted for the acceptance of the provisional allotment of Rights Shares with Warrants in relation to the Rights cum Warrants Issue, 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 Scripholder or a Renouncee, on its own, without regard to any other application and payment that may be submitted by the same Entitled Scripholder or Renouncee. 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 the provisional allotment of Rights Shares with Warrants and (if applicable) application for excess Rights Shares with Warrants.

1.6 **Entitled Scripholders who intend to trade any part of their provisional allotment of Rights Shares with Warrants through the SGX-ST should note that 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 will not be valid for delivery pursuant to trades done on the SGX-ST.**

1.7 Unless expressly provided to the contrary in this Offer Information Statement and/or the PAL, 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 2001 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. FORM OF ACCEPTANCE (FORM A)

2.1 Acceptance

Entitled Scripholders who wish to accept their entire provisional allotments of Rights Shares with Warrants or to accept any part of it and decline the balance should:–

(a) complete and sign Form A of the PAL for the number of Rights Shares with Warrants which they wish to accept; and

(b) forward **AT THEIR OWN RISK**, by post in the self-addressed envelope provided, the PAL in its entirety, duly completed and signed, together with a single remittance for the full amount due and payable on acceptance in the manner hereinafter prescribed to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 1 HARBOURFRONT AVENUE, #14-07, KEPPEL BAY TOWER, SINGAPORE 098632**, so as to arrive not later than **5.30 pm on 18 June 2026** (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

The attention of the Entitled Scripholder is also drawn to paragraph 2.3 of this Appendix VI titled "Appropriation" which sets out the circumstances and manner in which the Company and the Share Registrar shall be entitled to determine the number of Rights Shares with Warrants which the Entitled Scripholder has given instructions to accept.

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 Rights Shares with Warrants, whether by way of Cashier's Order or Banker's Draft in Singapore currency drawn on a bank in Singapore.

3. REQUEST FOR SPLITTING (FORM B) AND RENUNCIATION (FORM C)

3.1 Entitled Scripholders who wish to accept part of their provisional allotments of Rights Shares with Warrants and renounce the balance, 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 of the PAL, request to have their provisional allotments of Rights Shares with Warrants under the PAL split into separate PALs ("**Split Letters**") according to their requirements. The duly completed Form B together with the PAL in its entirety should be returned, by post in the self-addressed envelope provided, **AT THE SENDER'S OWN RISK**, to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD. AT 1 HARBOURFRONT AVENUE, #14-07, KEPPEL BAY TOWER, SINGAPORE 098632**, so as to arrive not later than **5.00pm on 12 June 2026** (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 the Entitled Scripholders in accordance with their request. No Split Letters will be issued to the Entitled Scripholders if the Form B is received after **5.00 p.m. on 12 June 2026** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

3.2 The Split Letters representing the number of Rights Share with Warrants, which Entitled Scripholders intend to renounce, may be renounced by completing the Form C before delivery to the Renouncee. Entitled Scripholders should complete Form A of the Split Letter(s) representing that part of their provisional allotments of Rights Share with Warrants they intend to accept, if any, and forward the said Split Letter(s) together with remittance for the payment in the prescribed manner to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 1 HARBOURFRONT AVENUE, #14-07, KEPPEL BAY TOWER, SINGAPORE 098632**, so as to arrive not later than **5.00 p.m. on 12 June 2026** (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 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 Renouncees.

4. FORM OF NOMINATION (WITH CONSOLIDATED LISTING FORM) (FORM D)

4.1 The Renouncee(s) should complete and sign Form D and send Form D and forward Form D, together with the PAL in its entirety, duly completed and signed, and a single remittance for the full amount due and payable in the prescribed manner by post **AT HIS OWN RISK**, in the self-addressed envelope provided, to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 1 HARBOURFRONT AVENUE, #14-07, KEPPEL BAY TOWER, SINGAPORE 098632**, so as to arrive not later than **5.30 pm on 18 June 2026** (or such other time(s) and/or date(s) as may be announced from time to time by or on behalf of the Company).

4.2 Each Entitled Scripholder may consolidate the Rights Shares with Warrants provisionally allotted in the PAL together with those comprised in any PALs and/or Split Letters renounced in his favour by completing and signing Form A (Form of Acceptance) of the PAL and the Consolidated Listing Form in Form D (Form of Nomination) of the PAL 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. 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 name only or in the name of a joint Securities Account should complete the Consolidated Listing Form in Form D of only one 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 PAL must be made in Singapore currency in the form of a Banker's Draft or a Cashier's Order drawn on a bank in Singapore and made payable to "**SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD.**" and crossed "**NOT NEGOTIABLE, A/C PAYEE ONLY**" and with the name and address of the Entitled Scripholder or accepting party clearly written in block letters on the reverse side of the remittance. The completed PAL and payment should be addressed and forwarded, at the sender's own risk, to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 1 HARBOURFRONT AVENUE, #14-07, KEPPEL BAY TOWER, SINGAPORE 098632**, so as to arrive not later than **5.30 pm on 18 June 2026** (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 OTHER FORM 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 in the prescribed manner as set out in the PAL is not received by **5.30 pm on 18 June 2026** (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 allotments of Rights Shares with

Warrants will be deemed to have been declined and such provisional allotments not so accepted will be used to satisfy Excess Applications, if any, or disposed of or dealt with in such manner as the Directors may in their absolute discretion, deem fit in the interests of the Company. The Company will return all unsuccessful application monies received in connection therewith **BY ORDINARY POST AND AT THE RISK OF THE ENTITLED SCRIPHOLDERS OR THEIR RENOUNCEE(S), AS THE CASE MAY BE**, without any interest or any share of revenue or benefit arising therefrom with 14 days from the Closing Date.

6. APPLICATION FOR EXCESS RIGHTS SHARES WITH WARRANTS (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 completing Form E of the PAL and forwarding it with a **SEPARATE REMITTANCE** for the full amount payable in respect of the excess Rights Share with Warrants applied for in the form and manner set out above, by post in the self-addressed envelope provided at their own risk, to **SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD. C/O THE SHARE REGISTRAR, BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD., AT 1 HARBOURFRONT AVENUE, #14-07, KEPPEL BAY TOWER, SINGAPORE 098632**, so as to arrive not later than **5.30 pm on 18 June 2026** (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 OTHER FORM OF PAYMENT (INCLUDING THE USE OF A PERSONAL CHEQUE, POSTAL ORDER OR MONEY ORDER ISSUED BY A POST OFFICE IN SINGAPORE) WILL BE ACCEPTED.**

6.2 Applications for the excess Rights Shares with Warrants by the Entitled Scripholders are subject to the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Constitution of the Company. Applications for excess Rights Shares with Warrants will, at the Directors' absolute discretion, be satisfied from such Rights Shares with Warrants which 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, the unsold "nil-paid" provisional allotment of Rights Shares with Warrants (if any) of Foreign Shareholders and any Rights Share with Warrants that are otherwise not allotted for any reason in accordance with the terms and conditions contained in the PAL, Form E, this Offer Information Statement and (if applicable) the Constitution of the Company. 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. The Company reserves the right to allot the excess Rights Shares with Warrants applied for under Form E in any manner as the Directors may deem fit and to reject or to refuse, in whole or in part, any application for excess Rights Shares with Warrants without assigning any reason whatsoever therefor.

6.3 If no excess Rights Shares with Warrants are allotted to the 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 for Rights Shares with Warrants or the surplus of the application monies for excess Rights Shares with Warrants received by the Company (as the case may be) will be refunded to such Entitled Scripholders by the Company without interest or any share of revenue or other benefit arising therefrom within 14 days after the Closing Date, **BY ORDINARY POST** at their **OWN RISK**.

7. GENERAL

7.1 No acknowledgements or receipts will be issued in respect of any acceptances, remittances or applications.

7.2 **Entitled Scripholders who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.**

7.3 Upon listing of the Rights Shares, the Warrants and the Warrant Shares on Catalist, any trading of the Rights Shares, the Warrants and the Warrant Shares, when allotted and issued, on Catalist will be via the book-entry (scripless) settlement system. All dealings in and transactions (including transfers) of the Rights Shares, the Warrants and the Warrant Shares effected through Catalist and/or CDP shall be in accordance with the CDP's "Terms and Conditions for Operation of Securities Accounts with CDP" and the "Terms and Conditions for CDP to act as Depository for the Rights Shares", as the same may be amended from time to time. Copies of the above are available from CDP.

7.4 **To facilitate scripless trading, Entitled Scripholders and their Renouncees 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 Account) 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 Renouncees who wish to accept the Rights Shares with Warrants and/or 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 National Registration Identity Card ("NRIC")/passport numbers (for individuals) or registration numbers (for corporations) in the relevant forms comprised in the PAL in order for the number of Rights Shares with Warrants and/or excess Rights Shares with Warrants (as the case may be) that are allotted to them to be credited to their securities accounts. Entitled Scripholders and their Renouncees 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 and Warrant certificates in their 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 and Warrant certificates, if issued, will be forwarded to them BY ORDINARY POST AT THEIR OWN RISK, 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.**

7.5 If an 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 allotment and other correspondence will be sent to his address last registered 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 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 with Warrants and/or existing Shares, as the case may be, before he can effect the desired trade.

7.7 **THE FINAL TIME AND DATE FOR ACCEPTANCES AND/OR APPLICATIONS AND PAYMENT FOR THE RIGHTS SHARES WITH WARRANTS IS 5.30 PM ON 18 JUNE 2026 (OR SUCH OTHER TIME(S) AND/OR DATE(S) AS MAY BE ANNOUNCED FROM TIME TO TIME BY OR ON BEHALF OF THE COMPANY).**

7.8 **Personal Data Privacy**

By completing and delivering the PAL, an Entitled Scripholder or a Renouncee (i) consents to the collection, use and disclosure of his personal data by the Relevant Persons for the Purposes, (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.

TERMS AND CONDITIONS OF THE WARRANTS

The statements in these terms and conditions of the Warrants (the "**Conditions**") are an extract of the Deed Poll, and are subject to the 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 of the Warrant Agent (as defined below) referred to in Condition 4.7 and the Warrantholders (as defined below) 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

In these Conditions:–

"**Approved Bank**" means any reputable bank or merchant bank in Singapore selected by the Directors;

"**Auditors**" means the auditors for the time being of the Company and (if there shall be joint auditors) any one or more of such auditors or in the event of their being unable or unwilling to carry out any action required of them pursuant to this Deed Poll, such other firm of accountants as may be nominated or approved by the Company for the purpose;

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

"**Catalist Rules**" means Listing Manual Section B: Rules of Catalist of the SGX-ST, as may be amended, modified or supplemented from time to time;

"**Central Depository System**", "**CDP**", "**Depositor**" and "**Depository**" shall have the respective meanings ascribed to them in Section 81SF of the Securities and Futures Act;

"**Conditions**" means the terms and conditions of issue of the Warrants in the form or substantially in the form set out in the Second Schedule hereto as the same may from time to time be modified in accordance with the provisions of this Deed Poll and "**Condition**" refers to the relative numbered paragraph of the Conditions;

"**Companies Act**" means the Companies Act 1967 of Singapore including all amendments and modifications thereto from time to time;

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

"**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 Central Provident Fund Act 1953 of Singapore, as may be modified, amended or supplemented from time to time;

"**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 in connection with the exercise of the Warrants;

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

"**Cut-Off Date**" means the 23^{rd} of every month (or if such date falls on a non-Business Day, the immediate next Business Day);

"**Deed Poll**" means the deed poll dated 2 June 2026 executed by the Company in respect of the Warrants;

"**Depository Register**" means the register maintained by the Depository pursuant to the Securities and Futures Act in respect of the Warrants registered in the name of the Depository;

"**Directors**" means the directors for the time being of the Company;

"**Exercise Notice**" means a notice (for the time being current) 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 (and including) the date of issue of the Warrants and expiring at 5.00 p.m. on the date immediately preceding the expiry of 60 months from the date of issue of the Warrants, unless such date is a date on which the register of members and/or Register is/are closed or is not a Business Day, in which event the Warrants shall expire on the immediately preceding Business Day, but excluding such period(s) during which the Register may be closed pursuant to Condition 4.6;

"**Exercise Price**" means the exercise price of S$0.050 for each Warrant Share, subject to adjustment in accordance with Condition 5;

"**Expiry Date**" means the last date of the Exercise Period;

"**Extraordinary Resolution**" shall have the meaning set out in Condition 12;

"**Global Warrant Certificate**" means the global Warrant Certificate in respect of such Warrants held through the Depositor, in such number as required by the Depositor, which will be deposited with the Depository;

"**Members**" means members of the Company and "**Member**" shall be construed accordingly;

"**Monthly Allotment Date**" means the 1^{st} of every month (or if such date falls on a non-Business Day, the immediate next Business Day);

"**Register**" means the Register of Warrantholders to be maintained by the Warrant Agent pursuant to Condition 4.6;

"**Registrar**" means Boardroom Corporate & Advisory Services Pte. Ltd. or such other person, firm or company as may be appointed as such from time to time by the Company;

"**Reporting Date**" means the 25^{th} of every month (or if such date falls on a non-Business Day, the immediate next Business Day);

"**Securities Account**" means a securities account maintained by a Depositor with the Depository but does not include a securities sub-account;

"**Securities and Futures Act**" or "**SFA**" means the Securities and Futures Act 2001 of Singapore, as amended from time to time;

"**SGX-ST**" means Singapore Exchange Securities Trading Limited;

"**Shares**" means ordinary shares in the capital of the Company;

"**Special Account**" means the account maintained by the Company with a bank in Singapore for the purpose of crediting moneys paid by Warrantholders who exercise their Warrants towards satisfaction of the Exercise Price;

"**S$**" or "**$**" means the lawful currency of Singapore;

"**unexercised**" means, in relation to the Warrants, all the Warrants which are issued pursuant to the Recital of this Deed Poll for so long as the Warrants shall not have lapsed in accordance with Condition 3 other than (a) those which have been exercised in accordance with their terms, (b) those mutilated or defaced Warrant Certificates in respect of which replacement Warrant Certificates have been duly issued pursuant to Condition 10, and (c) for the purpose of ascertaining the number of Warrants unexercised at any time (but not for the purpose of ascertaining whether any Warrants are unexercised), those Warrant Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Warrant Certificates have been issued pursuant to Condition 10; Provided that for the purposes of (i) the right to attend and vote at any meeting of Warrantholders and (ii) the determination of how many and which Warrants for the time being remain unexercised for the purposes of Condition 12, those Warrants which have not been exercised but have been lodged for exercise (whether or not the conditions precedent to such exercise have been or will be fulfilled) shall, unless and until withdrawn from lodgement, be deemed not to remain unexercised;

"**Warrant Agency Agreement**" means the warrant agency agreement executed by the Company and the Warrant Agent appointing the Warrant Agent to act in connection with the Warrants and their exercise 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 any replacement or additional Warrant Agents or amending or modifying the terms of such appointment;

"**Warrant Agent**" means Boardroom Corporate & Advisory Services Pte. Ltd. and its successors in title or such other warrant agent for the Warrants as may from time to time be appointed by the Company under the Warrant Agency Agreement;

"**Warrant Certificates**" means the definitive certificates to be issued in respect of the Warrants in the form or substantially in the form set out in the First Schedule as may from time to time be modified in accordance with the provisions set out herein;

"**Warrant Shares**" means new ordinary shares in the capital of the Company to be issued credited as fully paid upon exercise of the Warrants; and

"**Warrantholder**" means the registered holders of the Warrants, except that where the registered holder is the Depository, the term "**Warrantholders**" shall, in relation to Warrants registered in the name of the Depository, include, where the context requires, the Depositors whose Securities Account(s) with the Depository are credited with Warrants, provided that for the purposes of the Fourth Schedule of the Deed Poll relating to meetings of Warrantholders, such Warrantholders shall mean those Depositors having Warrants credited to their Securities Account(s) as shown in the records of the Depository as at a time not earlier than seventy-two (72) hours prior to the time of a meeting of Warrantholders supplied by the Depository 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 9. The Warrant Agent shall maintain the Register on behalf of the Company and except as required or provided by law:

(a) the registered holder of the Warrants (other than the Depository); and

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

will be deemed to be and be treated as the absolute owner thereof and as the holder of all the rights and interests in the number of Warrants so entered (whether or not the Company shall be in default in respect of the Warrants or its covenants contained in the Deed Poll and notwithstanding any notice of ownership or writing hereon or notice of any previous loss or theft of the relevant Warrant Certificate or any irregularity or error in the records of the Depository or any express notice to the Company or the 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.

2.2. The executors or administrators (or trustees) of the estate of a deceased registered Warrantholder (not being one of several joint holders) and, 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 person(s) recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by 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 Condition 9 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 or more persons are entered in the Register or the Depository Register (as the case may be) as joint holders of any Warrant, they shall be deemed to hold the same as joint tenants with 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 in the Register or Depository (as the case may be) shall be treated as one Warrantholder;

(c) The Company shall not be bound to issue more than one 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 Register or the Depository Register (as the case may be) shall be sufficient delivery to all; and

(d) The joint holders of any Warrant whose names are entered in the Register or the Depository Register (as the case may be) shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such Warrant.

3. EXERCISE RIGHTS

3.1. The Warrantholders shall have the right by way of exercise of the Warrants held by them at any time during the Exercise Period, in the manner set out in Condition 4 and otherwise on the terms of and subject to these Conditions, to subscribe for one (1) Share at the Exercise Price, subject to adjustments in accordance with Condition 5 ("**Exercise Ratio**"). The Exercise Price shall, on the Monthly Allotment Date, be applied towards payment for the Warrant Share to be issued on the exercise of the relevant Warrant. Each Warrant shall, following its exercise in accordance with these Conditions, be cancelled by the Company. No payments shall be refunded and no fraction of a Warrant Share shall be allotted.

3.2. Immediately following the expiry of the Exercise Period, any Warrant which has not been exercised in accordance with Condition 4, including any Warrants in respect of which the Exercise Notice has not been duly completed and delivered in the manner set out in Condition 4, will lapse and cease to be valid for any purpose.

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 Expiry Date shall become void. For the avoidance of doubt, in the event that the Expiry Date falls after the Cut-Off Date in such calendar month (the "**Relevant Month**"), the Warrant Shares in respect of any Exercise Notice which is duly completed and delivered to the Warrant Agent after such Cut-Off Date up to 5.00 p.m. on the Expiry Date, shall be allotted and issued on the Monthly Allotment Date of the following Relevant Month.

4. PROCEDURE FOR EXERCISE OF WARRANTS

4.1. Lodgement Conditions

Where a Warrantholder exercises any rights under the Warrants, there shall be not less than the number of Warrants specified in his subscription notice, in the balance of his securities account as at the lodgement date. The Warrantholder shall authorise the Warrant Agent to earmark the number of Warrants in respect of which rights thereunder are being exercised (as specified in his subscription notice) and the number of loan stock (if any) tendered (as specified in his subscription notice) towards payment of the subscription price in his securities account.

In order to exercise one or more Warrants, a Warrantholder must fulfil the following conditions:

(a) lodgement before 3.00 p.m. on any Business Day and before 5.00 p.m. on the Expiry Date during the Exercise Period, of the relevant Warrant Certificate registered in the name of the exercising Warrantholder for exercise at the specified office of the Warrant

Agent together with the Exercise Notice in respect of the Warrants represented thereby in the form (for the time being current) obtainable from the Warrant Agent and which are in the form or substantially in the form prescribed by the Deed Poll, 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 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 the Depository;

(b) the furnishing of such evidence (if any, including evidence of nationality) 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 and such other evidence as the Company may require to verify due compliance for the purposes of administering and implementing the provisions set out in these Conditions;

(c) the payment or satisfaction of the Exercise Price in accordance with the provisions of Condition 4.2 below;

(d) the payment of deposit or other fees for the time being chargeable by, and payable to, the Depository (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) the payment of the expenses for, and the submission of any necessary documents required in order to effect, the registration of the Warrant Shares in the name of the exercising Warrantholder or the Depository, as the case may be, and the delivery of the certificates for such Warrant Shares and any property or other securities to be delivered upon the exercise of the relevant Warrants to the place specified by the exercising Warrantholder in the Exercise Notice or to the Depository, as the case may be.

Any exercise by a Warrantholder in respect of Warrants registered in the name of CDP shall be further conditional upon:

(a) that number of Warrants so exercised being credited to the "Free Balance" of the Securities Account of the Warrantholder and remaining so credited until the relevant Monthly Allotment Date; and

(b) the relevant Exercise Notice specifying that the Warrant Shares to be issued on exercise of the Warrants are to be credited to the Securities Account of the exercising Warrantholder, or, in the case where funds standing to the credit of a CPF Investment Account are to be used for payment of the Exercise Price arising from the exercise of each Warrant, are to be credited 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.

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 the Depository irrevocably authorise the Company and the Warrant Agent to obtain from the Depository 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 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 the Depository (including steps as may be set out in the Depository's terms and conditions to act as Depository and the Depository's procedures for the exercise of warrants in its website www.cdp.sgx.com or such other website, 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 any Warrantholder as a result of or in connection with reliance by the Company, the Warrant Agent or any other persons upon the Depository Register or the records of and information supplied by or statements or certificates of the Depository.

Once all the abovementioned conditions (where applicable) have been fulfilled, the relevant Warrant Certificate(s) (if any), the Exercise Notice and any moneys 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.

The Warrant Agent shall furnish a copy of the subscription notice on the next Business Day after the Reporting Date to the Depository.

4.2. **Payment of Exercise Price**

Payment of the Exercise Price shall be made to the Warrant Agent at its specified office by way of a remittance in Singapore currency by banker's draft or cashier's order drawn on a bank operating in Singapore, by way of electronic funds transfer via bank transfer and/or such other mode of payment as may be agreed between the Company and the Warrant Agent from time to time, and/or (where applicable) subject always to the applicable CPF rules and regulations, by debiting the relevant Warrantholder's 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 always that any such remittance shall be accompanied by the delivery to the Warrant Agent of the bank receipt and/or payment advice referred to below and shall comply with any exchange control or other statutory requirements for the time being applicable.

Each such payment shall be made free of any foreign exchange commissions, remittance charges or other deductions and any banker's drafts or cashier's orders shall be endorsed on the reverse side with (i) the number of Warrants exercised, (ii) the name of the exercising Warrantholder and (iii) the certificate numbers of the relevant Warrant Certificates or, if the relevant Warrant Certificates are registered in the name of the Depository, the Securities Account(s) number(s) of the exercising Warrantholder which is to be debited with the Warrants being exercised and in each case compliance must also be made with any exchange control or other statutory requirements for the time being applicable.

If the payment advice 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 and neither the Warrant Agent nor the Company shall be liable to the Warrantholder in any manner whatsoever. 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 or forward the same to the Company 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 requirements set out above in this Condition 4.2 in an amount sufficient to cover the deficiency provided that the Company will not be held responsible for any loss arising from any retention of such payment by the Warrant Agent.

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

4.3. **Exercise of Warrants**

(a) In respect of each Exercise Notice received by the Warrant Agent in a calendar month (the "**Relevant Month**"), the Warrant Agent shall, on or before the Reporting Date of such Relevant Month, *inter alia*, verify whether (i) the Warrants which are to be exercised are then exercisable; (ii) the provisions of Condition 4 have been satisfied; and (iii) (in the case of Warrants registered in the name of CDP) the Warrants which are the subject of the Exercise Notice stand certified to the Securities Account of the exercising Warrantholder and are freely transferable from such Securities Account, provided that such Exercise Notice was received by the Warrant Agent on or before the Cut-Off Date for such Relevant Month. If such Exercise Notice was received by the Warrant Agent after the Cut-Off Date for such Relevant Month, it shall be deemed to have been received by the Warrant Agent in the immediate next Relevant Month and the Warrant Agent shall undertake the actions herein on or before the Reporting Date of such immediate next Relevant Month.

(b) If any of the provisions of Condition 4 have not been met (including, without limitation, payment in full of the Exercise Price) then, in respect of all Exercise Notices received by the Warrant Agent on or before the Cut-Off Date for each Relevant Month, the Warrant Agent shall forthwith give notice in writing to the exercising Warrantholder, setting out, where applicable, the requirements which need to be fulfilled in order for the relevant Warrants to be regarded as exercised.

(c) If all the provisions of Condition 4 have been fulfilled, the Warrant Agent shall, in respect of all Exercise Notices received by the Warrant Agent on or before the Cut-Off Date for each Relevant Month, *inter alia*, arrange for the requisite number of Warrant Shares to be allotted and issued by the Company on the Monthly Allotment Date to the relevant party, and:

(i) where the relevant Warrants are registered in the name of CDP:

(1) deliver to CDP the Share certificate(s) relating to the Warrant Shares on the Monthly Allotment Date, on behalf of the Company; and

(2) as soon as possible after obtaining instructions and the Warrant Certificate(s), cancel and destroy such Warrant Certificate(s) relating to Warrants which have been exercised. The Global Warrant Certificate in the name of the Depository shall be deemed to have been reduced for all

purposes by the number of Warrants so exercised. The original Global Warrant Certificate shall be cancelled and replaced with a new Global Warrant Certificate representing the Warrants that are held through the Depository which remain unexercised, as soon as possible after receipt by the Warrant Agent from the Depository of the original Global Warrant Certificate, accompanied by instructions from the Depository as to the cancellation of such original Global Warrant Certificate in lieu of the new Global Warrant Certificate;

(ii) where the relevant Warrants are registered in the name of the exercising Warrantholder:

(1) where a Warrantholder has elected in the Exercise Notice to receive physical Share certificates in respect of the Warrant Shares, arrange with the Company to be despatched as soon as practicable but in any event not later than five (5) Business Days after the Monthly Allotment Date by ordinary post to the address specified in the Exercise Notice and at the risk of such Warrantholder the certificates relating to such Shares registered in the name of the exercising Warrantholder and if necessary any balancing Warrant Certificate; and

(2) where a Warrantholder has elected in the Exercise Notice to have the delivery of the Warrant Shares effected by the crediting of such Shares to the Securities Account of such Warrantholder as specified in the Exercise Notice as soon as practicable but not later than five (5) Business Days after the Monthly Allotment Date arrange with the Company for the despatch of the Share certificates relating to such Shares in the name of, and to, CDP for the credit of the Securities Account of such Warrantholder as specified in the Exercise Notice; and

(iii) where payment of the Exercise Price is made by the use of funds standing to the credit of a CPF Investment Account, as soon as practicable but not later than five (5) Business Days after the Monthly Allotment Date, arrange with the Company for the despatch of the share certificates relating to the Warrant Shares arising from the exercise of the relevant Warrants in the name of, and to, the CDP for the credit of the Securities Account of the nominee company of the CPF Agent Bank as notified by the CPF Agent Bank to the Company or the Warrant Agent.

(d) A Warrant shall (provided the provisions of this Condition 4 have been satisfied) be treated as exercised on the Business Day (falling within the Exercise Period) on which all the conditions for and provisions relating to the exercise of the Warrant have been fulfilled or, if fulfilled on different dates, the last of such dates provided that if any Warrant is exercised on a date when the Register is closed, the date of such exercise shall be the earlier of the next Business Day on which such Register is open and the Expiry Date.

4.4. **Special Account**

Payment of the Exercise Price received by the Warrant Agent for credit to the Special Account will be available for release to the Company on the Monthly Allotment Date, in payment for the Shares to be delivered in consequence of the exercise of such Warrants.

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 above 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 lodgement conditions set out in Condition 4.1, as the case may be, but such payment will (if the Monthly Allotment Date in respect of such Warrant(s) has not by then occurred) be returned, without interest, to the person who remitted such payment, on the fourteenth (14th) day after the relevant Monthly Allotment Date in respect of such Exercise Notice.

The Warrant Agent will, if it is possible to relate the payment so received to any Warrant Certificates (if applicable), and the Exercise Notice previously lodged with the Warrant Agent, return such Warrant Certificates (if applicable) and the relevant Exercise Notice to the exercising Warrantholder at the risk and expense of such Warrantholder. The Company and the Warrant Agent will be entitled to deduct or otherwise recover from the exercising Warrantholder any applicable handling charges and out-of-pocket expenses of the Warrant Agent. Such payment as referred to aforesaid (together with all documents lodged) will be returned to the Warrantholder or (in the case of Warrants registered in the name of the Depository) to the Depository or to such person as the Depository may direct, by ordinary post and at the risk and expense of such Warrantholder. So long as any particular payment remains credited to the Special Account and the relevant Monthly Allotment 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 fourteen (14) day period with the consent in writing of the Company. The Warrant Agent will be entitled to deduct or otherwise recover from the exercising Warrantholder any applicable handling charges and out-of-pocket expenses.

4.5. **Allotment of Warrant Shares and Issue of Balancing Warrant Certificates**

A Warrantholder exercising Warrants which are registered in the name of the Depository must elect in the Exercise Notice to have the delivery of Warrant Shares arising from the exercise of such Warrants to be effected by crediting such Shares to the Securities Account of such Warrantholder or, as the case may be, the Securities Account of the nominee company of the CPF Approved Bank, as specified in the Exercise Notice on the Monthly Allotment Date, and the Warrant Agent shall, as soon as possible but in any event not later than 5.00 p.m. on the Reporting Date, confirm with the Depository that the Warrants which have been tendered for exercise are available for exercise in the relevant Securities Account of the exercising Warrantholder and the number of Warrants represented by the Global Warrant Certificate in the name of the Depository shall be deemed to have been reduced for all purposes by the number of Warrants so exercised.

A Warrantholder exercising Warrants which are registered in his own name may elect in the Exercise Notice to either receive physical share certificates in respect of the Warrant Shares arising from the exercise of such Warrants or to have the delivery of such Warrant Shares effected by crediting such Warrant Shares to his Securities Account with the Depository 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 allot and issue the Warrant Shares arising from the exercise of the relevant Warrants by a Warrantholder and deliver such Warrant Shares in accordance with the instructions of such Warrantholder as set out in the Exercise Notice and, where the relevant Warrants are registered in the name of the exercising Warrantholder:

(a) where such Warrantholder has elected in the Exercise Notice to receive physical share certificates in respect of the Warrant 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 Monthly Allotment Date, by ordinary post to the address specified in the Exercise Notice and at the risk of such Warrantholder, the certificates relating to such Warrant Shares registered in the name of such Warrantholder and if necessary any balancing Warrant Certificate; or

(b) (if applicable) where such Warrantholder has elected in the Exercise Notice to have the delivery of Warrant Shares arising from the exercise of the relevant Warrants to be effected by the crediting of the Securities Account of such Warrantholder 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 as soon as practicable but not later than five (5) Business Days after the Monthly Allotment Date despatch the certificates relating to such Warrant Shares in the name of, and to, the Depository for the credit of the Securities Account of such Warrantholder or, as the case may be, the Securities Account of the 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 the Depository, failing which such exercising Warrantholder shall be deemed to have elected to receive physical share certificates in respect of such Warrant Shares at his address specified in the Register).

Where a Warrantholder exercises part only (and not all) of the subscription rights represented by Warrants which are registered in the name of the Depository, the number of Warrants represented by the Global Warrant Certificate registered in the name of the Depository shall be deemed to have been reduced for all purposes by the number of Warrants so exercised. Where a Warrantholder exercises part only (but not all) of the subscription rights represented by Warrants which are 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 and at the risk of that Warrantholder at the same time as it delivers in accordance with the relevant Exercise Notice the certificate(s) relating to the Warrant Shares arising upon exercise of such Warrants.

4.6. **Register of Warrantholders**

The Warrant Agent shall maintain a register (the "**Register**") containing particulars of the Warrantholders (other than Warrantholders who are Depositors) and if the Depository holds any Warrants, the Depository and such other information relating to the Warrants as the Company may require. The Register shall be closed during such periods as the Register of Transfers of the Company may be closed and during such periods as may be required to determine the adjustments to the Exercise Price and/or the number of Warrants under Condition 5 or during such other period as the Company may determine. Not less than fourteen (14) days' notice of each closure of the Register will be given to the Warrantholders in accordance with Condition 13.

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 Register (where the registered holder of a Warrant is a person other than the Depository) or the Depository Register (where the Depository is the registered holder of a Warrant) or any statement or certificate issued by the Depository 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 claim on or loss or theft or forgery of any Warrant or Warrant Certificate).

4.7. **Warrant Agent and Registrar**

The name of the initial Warrant Agent and Registrar and its specified office, as at the date of the Deed Poll, is set out below. The Company reserves the right at any time to vary or terminate the appointment of the Warrant Agent and Registrar and to appoint an additional or another Warrant Agent and/or another Registrar, provided that it shall at all times maintain a Warrant Agent and a Registrar 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 and/or the Registrar shall be given to the Warrantholders in accordance with Condition 13.

Warrant Agent and Registrar:

BOARDROOM CORPORATE & ADVISORY SERVICES PTE. LTD.
1 Harbourfront Avenue,
#14-07 Keppel Bay Tower,
Singapore 098632

5. **ADJUSTMENTS TO EXERCISE PRICE AND NUMBER OF WARRANTS**

5.1. The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank and/or the Auditors and certified to be in accordance with Condition 5.2 below by the Approved Bank and/or Auditors (as the case may be). The Exercise Price and/or the number of Warrants held by each Warrantholder 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 (including a subdivision by way of a bonus issue by the Company of Shares credited as fully paid without capitalisation of profits or reserves), or conversion of Shares; or

(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 and other than an issue of Shares to its Members who had an option to take cash or other dividend in lieu of the relevant Shares); or

(c) a Capital Distribution (as defined below) made by the Company to its Members whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or

(d) an offer or invitation made by the Company to its Members whereunder they may acquire or subscribe for Shares by way of rights; or

(e) an issue (otherwise than pursuant to a rights issue available to all Members, requiring an adjustment under Condition 5.1(d) above and other than an issue of Shares to Members who had an option to take cash or other dividend in lieu of the relevant Shares) by the Company of Shares, if the Total Effective Consideration (as defined below) for each Share is less than ninety per cent. (90.0%) of the average of the last dealt prices on the five (5) Business Days immediately preceding the date of announcement of the terms of such issue (calculated as provided below).

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 or more of Conditions 5.1(a) to (e) above or if such event is capable of giving rise to more than one adjustment, the adjustment shall be made in such manner as the Approved Bank and/or Auditors shall determine):

(i) <u>Consolidation, Subdivision or Conversion</u>

If and whenever any consolidation or subdivision or conversion of the Shares shall occur, the Exercise Price shall be adjusted in the following manner:–

$$\text{New Exercise Price} = \frac{A}{B1} \times X$$

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

$$\text{Adjusted number of Warrants} = \frac{B1}{A} \times W$$

Where:–

A = the aggregate number of issued and fully paid-up Shares as at the record date for such consolidation or subdivision or conversion;

B1 = the aggregate number of issued and fully paid-up Shares immediately after the record date for such consolidation or subdivision or conversion;

W = existing number of Warrants held; and

X = existing Exercise Price of the Warrants.

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

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.

(ii) Capitalisation Issues

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

$$\text{New Exercise Price} = \frac{A}{(A + B2)} \times X$$

$$\text{Adjusted number of Warrants} = \frac{(A + B2)}{A} \times W$$

Where:–

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

B2 = the aggregate number of Shares to be issued pursuant to any allotment to Shareholders credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature and including any share premium account and capital redemption reserve fund but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares);

W = as in W above; and

X = as in X above.

Such adjustments will be effective (if appropriate retroactively) from the commencement of the 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.

(iii) Capital Distribution and Rights Issues

If and whenever the Company shall make:–

(a) 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); or

(b) any offer or invitation to Shareholders by way of rights whereunder they may acquire or subscribe for Shares;

then, in respect of each such case, the Exercise Price shall be adjusted in the following manner:–

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

and, in the case of Condition 5.2(c)(ii) above, the number of Warrants held by each Warrantholder shall be adjusted in the following manner:–

$$\text{Adjusted number of Warrants} = \frac{C}{(C - D)} \times W$$

Where:–

C = the Current Market Price (as defined in this Condition 5.2(iii)) of each Share on the Business Day immediately preceding the date on which the Capital Distribution or, as the case may be, any offer or invitation is announced publicly or (failing such announcement) immediately preceding the date of the Capital Distribution or, as the case may be, the offer or invitation;

D = (1) in the case of a transaction falling within Condition 5.2(iii)(a), the fair market value as determined (with the concurrence of the Auditors) by an Approved Bank of the portion of the Capital Distribution attributable to one (1) Share; and

(2) in the case of a transaction falling within Condition 5.2(iii)(b), the value of rights attributable to one (1) Share (as defined below);

W = as in W above; and

X = as in X above.

For the purpose of sub-paragraph (2) of D above, the "**value of the rights attributable to one (1) Share**" shall be calculated in accordance with the following formula:–

$$\frac{C - E}{F + 1}$$

Where:–

C = as in C above;

E = the subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares under the terms of such offer or invitation; and

F = the number of Share(s) which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share.

For the purpose of this Condition 5.2(iii), "**Capital Distribution**" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of Shares, (not falling under Condition 5.2(ii) hereof) or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund but excluding any issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares). Any distribution out of profits or reserves (including any share premium account or capital redemption reserve fund) 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 that date and any cancellation of capital which is lost or unrepresented by available assets shall not be deemed to be a Capital Distribution.

For the purpose of this Condition 5, the "**Current Market Price**" in relation to each Share for any relevant Business Day shall be the average of the last dealt prices (rounded down to the nearest S$0.001 per Share) of Shares quoted on the SGX-ST for the five (5) consecutive Business Days (on each of which trading of the Shares on the SGX-ST has been transacted) immediately preceding that Business Day or, if the Company so decides, the last dealt price of Shares quoted on the SGX-ST for the Business Day (on which trading of the Shares on the SGX-ST has been transacted) immediately preceding that Business Day.

Such adjustments will be effective (if appropriate retroactively) from the commencement of the Business Day next following the record date for such Capital Distribution or such offer or invitation, as the case may be.

(iv) Concurrent Capitalisation Issue and Rights Issue

If and whenever the Company makes any allotment to its Shareholders as provided in Condition 5.2(ii) above and also makes any offer or invitation to its Shareholders as provided in Condition 5.2(iii)(b) 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 held by each Warrantholder shall be adjusted in the following manner:–

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

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

Where:–

B2 = as in B2 above;

C = as in C above;

E = as in E above;

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

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

W = as in W above; and

X = as in X above.

Such adjustments will be effective (if appropriate retroactively) from the commencement of the Business Day next following the record date for such offer or invitation.

(v) Issues at Discount other than by way of Rights

If and whenever (otherwise than pursuant to a rights issue available to all Shareholders and requiring an adjustment under Conditions 5.2(iii)(b) or 5.2(iv); and an issue of Shares made where the Shareholders had an option to take cash or other dividend in lieu of the relevant Shares; and (cc) any issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business if the Total Effective Consideration (as defined below) per Share is equal to or more than 90% of the Current Market Price (as defined in Condition 5.2(iii) above) per Share calculated as provided below which does not require any adjustment under Condition 5.1(iii)) the Company shall issue any Shares and the Total Effective Consideration per Share (as defined below) is less than 90% of the Current Market Price (as defined in Condition 5.2(iii)) of each Share on the date on which the issue price of such Shares is determined, or if such price is determined either before the close of stock exchange business on the SGX-ST for that day or on a day which is not a Business Day, on the immediately preceding Business Day, the Exercise Price shall be adjusted in the following manner:–

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

Where:–

L = the number of Shares in issue at the close of stock exchange business on the SGX-ST on the Business Day immediately preceding the date on which the relevant adjustment becomes effective;

M = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at the Current Market Price (exclusive of expenses);

N = the aggregate number of Shares so issued; and

X = as in X above.

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

For the purpose of this Condition 5, the "**Total Effective Consideration**" shall be determined by the Directors with the concurrence of an Approved Bank 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 per Share**" shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid.

5.3. Notwithstanding any of the provisions contained in Condition 5.1 and 5.2, 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 to inter alia, officers, including directors or employees of the Company or any of its subsidiaries, related corporations and/or associated companies pursuant to any purchase, option or option scheme approved by the Members in any general meeting; or

(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; or

(c) any issue by the Company of Shares pursuant to the exercise of any of the Warrants; or

(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) subject to Condition 5.10 below, any purchase by the Company of Shares.

5.4. Any adjustment to the Exercise Price will be rounded upwards to the nearest one (1) cent and in no event shall any adjustment involve an increase in the Exercise Price (other than upon the consolidation of Shares). No adjustments to the Exercise Price shall be made unless it has been certified to be in accordance with Condition 5.2 above by the Approved Bank and/or Auditors (as the case may be). No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be adjusted would be less than 0.1 cents but any such 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 shall be made unless (i) it has been certified to be in accordance with Condition 5.2 above by the Approved Bank and/or Auditors (as the case may be) and (ii) on the Business Day immediately before such adjustment, the listing and quotation notice has been issued 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 Shares as may be issued on the exercise of any of such Warrants.

5.6. Notwithstanding the provisions referred to in this Condition 5, in any circumstance where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants held by each Warrantholder provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants held by each Warrantholder should be made notwithstanding that no such adjustment is required under the said provisions, the Company may appoint an Approved Bank and/or the Auditors (as the case may be) to consider whether for any reason whatsoever the adjustment to be made (or the absence of an adjustment) or the adjustment to be made in accordance with the provisions of this Condition 5 is appropriate or inappropriate, as the case may be, and, if such Approved Bank and/or the Auditors shall consider the adjustment to be inappropriate, the adjustment shall be modified or nullified, or if such Approved bank and/or Auditors shall consider an adjustment to be appropriate, an adjustment shall be made instead of no adjustment in such manner as shall be considered by such Approved Bank and/or Auditors to be in its opinion appropriate. Any adjustment made pursuant to this Condition 5 (unless otherwise provided under the rules of the SGX-ST from time to time) shall be announced as soon as practicable by the Company.

5.7. Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 13 below that the Exercise Price and/or the number of Warrants 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 adjusted 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 its registered office a signed copy of the certificate of the Approved Bank and/or 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 Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Business Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificates for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, to his address appearing in the Register or, in respect of Warrants registered in the name of the Depository, to the Depository.

5.8. If the Directors, the Approved Bank and/or the Auditors are unable to agree upon any adjustment required under these provisions, the Directors shall refer the adjustment to the decision of another Approved Bank and/or Auditors acting as expert and not as 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 Approved Bank and/or Auditors to consider whether any adjustment is appropriate and if such Approved Bank and/or Auditors 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 Companies Act, the Company shall, if so required by the Warrantholders by way of an Extraordinary Resolution, appoint an Approved Bank and/or Auditors to consider whether any adjustment is appropriate and if such Approved Bank and/or Auditors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants held by each Warrantholder 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 Approved Bank and/or Auditors 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 (if required) and agreed to by the Company, the Approved Bank and/or the Auditors.

5.14. Any adjustments made pursuant to this Condition 5 shall (unless otherwise provided under the rules of the SGX-ST from time to time) be announced by the Company via SGXNET.

6. Status of Allotted Shares

Shares allotted and issued upon the exercise of the Warrants shall be fully paid and shall rank *pari passu* in all respects with the then existing Shares for any dividends, rights, allotments and other distributions the Record Date for which is on or after the relevant date of allotment and issue of such Warrant Shares. For the purpose of this Condition 6, "Record Date" means, in relation to any dividends, rights, allotments or other distributions, the date at the close of business on which Members must be registered in order to participate in such dividends, rights, allotments or other distributions.

7. 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, shall be a party and shall have approved or assented to by way of an Extraordinary Resolution, the terms of such scheme of arrangement shall be binding on all the Warrantholders and all persons having an interest in the Warrants; and

(b) if notice is given by the Company to its Members to convene a general meeting for the purposes of considering a Members' voluntary winding-up of the Company, every Warrantholder shall be entitled, 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 all relevant payments payable and other items required under Condition 4 above, to elect to be treated as if he had prior to the commencement of such winding-up exercised the Warrants to the extent of the number of Warrants specified in the Exercise Notice and had on such date been the holder of the Warrant Shares.

The Company shall give notice to the Warrantholders in accordance with Condition 13 of the passing of any such resolution within seven (7) Business 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.

8. Further Issues

Subject to these Conditions, the Company shall be at liberty to issue Shares to Members 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 or participating rights unless otherwise resolved by the Company in general meeting or in the event of a takeover offer to acquire Shares.

9. Transfer of Warrants

9.1. In order to transfer Warrants, the Warrantholder must fulfil the following conditions:

(a) lodgement during normal business hours of the relevant Warrant Certificate(s) registered in the name of the Warrantholder at the specified office of the Warrant Agent 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 the Depository to sign as transferee any Transfer Form for the transfer of Warrants to it;

(b) the furnishing of such evidence (if any) as the Warrant Agent may require to determine the due execution of the Transfer Form by or on behalf of the Warrantholder;

(c) the payment of the registration fee of S$2.00 excluding any goods and services tax (or such other amount as may be determined by the Directors) for every Warrant Certificate issued together with any stamp duty and goods and services tax (if any) specified by the Warrant Agent to the Warrantholder;

(d) the payment of the expenses of, and the submission of any necessary documents required in order to effect the delivery of the new Warrant Certificate(s) to be issued in the name of the transferee; and

(e) the Warrants may only be transferred in lots of 100 Warrants or more.

9.2. The Warrantholder specified in the Register or the Depository Register shall remain the registered holder of the Warrants until the name of the transferee is entered in the Register maintained by the Warrant Agent or the Depository Register, as the case may be.

9.3. 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) and/or error(s) and requesting the transferring Warrantholder to complete and/or amend the Transfer Form and/or to make the requisite payment.

9.4. 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's name in the Transfer Form as transferee in the 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 in the name of the transferee.

9.5. The executors or administrators (or trustees) of the estate of a deceased registered Warrantholder (not being one of several joint holders) and, 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 person(s) recognised by the Company as having any title to the Warrants registered in the name of the deceased Warrantholder. Such persons shall, on producing to the Warrant Agent such evidence as may be required by 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 sub-paragraphs 9.1(c) and (d) above be entitled to be registered as a holder of the Warrants or to make such transfer as the deceased Warrantholder could have made.

9.6. Where the Warrants are registered in the name of the Depository, 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 the Depository by way of book-entry.

9.7. A transferor or Depositor, as the case may be, shall be deemed to remain a holder of the Warrant until the name of the transferee is entered in the Register by the Warrant Agent or the Depository Register by the Depository, as the case may be.

10. Replacement of Warrant Certificates

Should any Warrant Certificate be lost, stolen, destroyed, mutilated or defaced, it may be replaced at the specified office of the Warrant Agent, upon payment by the claimant of the expenses incurred in connection therewith and the replacement fee of S$2.00 excluding any goods and services tax (or such other sum being the replacement fee for the time being, which replacement fee shall not exceed the maximum sum for the time being prescribed by any applicable law or requirement of the SGX-ST) for every replacement Warrant Certificate issued and on such terms as to evidence and 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) as the Company and/or the Warrant Agent may reasonably require. Mutilated or defaced Warrant Certificates must be surrendered to the Warrant Agent before replacements will be issued. The replacement Warrant Certificate(s) will be issued in the name of the registered holder of the Warrant Certificate(s) being replaced.

11. Warrant Agent not Acting for the Warrantholders

In acting under the Warrant Agency Agreement, the Warrant Agent is, subject to the terms and conditions 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.

12. Meetings of Warrantholders and Modification

12.1. The Deed Poll contains provisions for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution 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. (20.0%) 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 the Warrantholders holding or representing over fifty per cent. (50.0%) of the Warrants for the time being unexercised, or at any adjourned meeting two (2) or more persons being or representing Warrantholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll affecting the rights of the Warrantholders (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 present being Warrantholders or proxies duly appointed by the Warrantholders holding or representing not less than seventy-five per cent. (75.0%), or at any adjournment of such meeting, over fifty per cent. (50.0%) 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 lodgement, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warrantholders.

12.2. The Company may, without the consent of the Warrantholders but in accordance with the terms and conditions of the Deed Poll and subject to the approval of the SGX-ST, effect any modification to the Warrants, the Warrant Agency Agreement or the Deed Poll which, in the opinion of the Company:

(a) is not materially prejudicial to the interests of the Warrantholders;

(b) is of a formal, technical or minor nature;

(c) is to correct a manifest error or to comply with mandatory provisions of Singapore law; or

(d) is 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 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 Catalist.

Any such modification shall be binding on the Warrantholders and shall be notified to them in accordance with Condition 13 as soon as practicable thereafter. Unless made pursuant to sub-paragraphs (a) to (d) above, any alteration to the terms of the Warrants to the advantage of the Warrantholders is subject to the approval of the Members and the SGX-ST.

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 must be approved by the shareholders in general meeting, except where the alterations are made pursuant to the terms and conditions of the Warrants.

The Company shall not extend the Exercise Period or issue new warrants to replace the Warrants. In addition, except where the alterations are made pursuant to these Conditions (including but not limited to alterations made pursuant to and in accordance with Condition 5 above or the foregoing provisions of this Condition 12.2), the Company shall not:

(i) change the Exercise Price; or

(ii) change the Exercise Ratio of the Warrants.

13. Notices

13.1. All notices required to be given pursuant to these Conditions shall also be announced by the Company on the internet website of the SGX-ST. Any such notice shall be deemed to have been duly given to Warrantholders on the same day as such notice is announced by the Company on the internet website of the SGX-ST.

14. Notice of Exercise Price and the Notice of Expiry Date

14.1. The Company shall, not later than one (1) month before the Expiry Date, give notice to the Warrantholders in accordance with Condition 13, of the Expiry Date.

14.2. Additionally, the Company shall take reasonable steps to notify the Warrantholders in writing of the above and such notice shall be delivered by post to the addresses of the Warrantholders as recorded in the Register or in the case of Warrantholders whose Warrants are registered in the name of the Depository, their addresses as shown in the records of the Depository. Proof of posting or despatch of any notice shall be deemed to be proof of receipt on the next Business Day after posting.

15. Governing Law and Jurisdiction

15.1. The Warrants and the Deed Poll are governed by, and shall be construed in accordance with, the laws 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 the Deed Poll and accordingly any legal action or proceedings arising out of or in connection with the Warrants and the Deed Poll (the "Proceedings") may be brought in such courts. The Company irrevocably submits to the exclusive jurisdiction of such courts and waives any objections to the 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 Warrantholders is drawn to Rule 14 of The Singapore Code on Take-Overs and Mergers and Sections 139 and 140 of the Securities and Futures Act 2001 of Singapore, as amended from time to time. In particular, a Warrantholder should note that he may be under an obligation to extend a take-over offer of the Company if:

(a) he intends to acquire, by the exercise of the Warrants, whether at one time or different times, Shares which (together with Shares owned or acquired by him or persons acting in concert with him) carry thirty per cent. (30.0%) 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. (30.0%) but not more than fifty per cent. (50.0%) of the voting rights of the Company, and either alone or together with persons acting in concert with him, intends to acquire additional Shares by the exercise of the Warrants or otherwise in any period of six (6) months, increasing such percentage of the voting rights by more than one per cent. (1.0%).

(2) The attention of Warrantholders is drawn to Condition 3.2 and 3.3 of the Warrants relating to restrictions on the exercise of the Warrants.

(3) A Warrantholder who holds not less than five per cent. (5.0%) of the aggregate of the nominal amount of the issued share capital of the Company (assuming all the Warrants he holds are fully exercised), is under an obligation to notify the Company of his interest in the manner set out in Sections 82, 83 and 84 of the Companies Act and Sections 135, 136, 137, 137A and 137B of the Securities and Futures Act.

APPENDIX VIII – PARTICIPATING BANK

PARTICIPATING BANK(S) FOR ELECTRONIC APPLICATIONS THROUGH AN ATM:

1. United Overseas Bank Limited

This Offer Information Statement is dated 2 June 2026.

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.

For and on behalf of
SINGAPORE INSTITUTE OF ADVANCED MEDICINE HOLDINGS LTD.

DIRECTORS

DR DJENG SHIH KIEN	YEO SENG LYE PAUL
KHOO TIAM HOCK VERNON	DATO' LEE KOK CHUAN
LEVIN TAN ENG KIEN	GURDIP SINGH S/O BOOR SINGH
SUMEI SHUM	