

NERA

NERA TELECOMMUNICATIONS LTD

(Incorporated in the Republic of Singapore)
(Company Registration No. 197802690R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Nera Telecommunications Ltd (the "**Company**") will be held at Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Singapore 039593, Meeting Room 324-325, Level 3 on 22 August 2016 at 3.00 p.m. (Singapore time) for the purpose of considering and, if thought fit, passing with or without modification(s), the following resolution which will be proposed as an Ordinary Resolution:

ORDINARY RESOLUTION

APPROVAL FOR THE PROPOSED DISPOSAL BY NERA TELECOMMUNICATIONS LTD OF TWO ORDINARY SHARES IN THE CAPITAL OF NERA PAYMENT SOLUTIONS PTE. LTD.

That:

- (i) the sale by the Company of two ordinary shares, being all the shares, in the capital of Nera Payment Solutions Pte. Ltd. to Ingenico Group S.A. (the "**Purchaser**") upon the terms and conditions of the conditional share sale agreement dated 20 May 2016 (the "**Agreement**") entered into between the Company and the Purchaser (the "**Proposed Disposal**"), be and is hereby approved; and
- (ii) the directors of the Company and each of them be and are hereby authorised to complete and do all such acts and things (including approving, amending, modifying, supplementing and executing all such documents as may be required under, pursuant to or in connection with the Agreement and/or the Proposed Disposal), as they and/or he or she may consider necessary, desirable, expedient or in the interests of the Company to give effect to this Ordinary Resolution and/or the Proposed Disposal as they and/or he or she may deem fit.

BY ORDER OF THE BOARD

Wong Su-Yen
Chairman of the Board
5 August 2016

Notes:

1. (a) A member of the Company who is not a Relevant Intermediary is entitled to appoint not more than two proxies to attend, speak and vote at the Extraordinary General Meeting in his stead. Where such member's form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.
(b) A member of the Company who is a Relevant Intermediary is entitled to appoint more than two proxies to attend, speak and vote at the Extraordinary General Meeting in its stead, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

"**Relevant Intermediary**" has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**").

2. A proxy need not be a member of the Company.
3. The instrument appointing a proxy or proxies must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its Common Seal or under the hand of its attorney or duly authorised officer.
4. A corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative or representatives to attend, speak and vote at the Extraordinary General Meeting, in accordance with its constitution and Section 179 of the Companies Act.
5. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 109 Defu Lane 10 Singapore 539225 not less than 48 hours before the time appointed for the holding of the Extraordinary General Meeting.
6. Where an instrument appointing a proxy or proxies is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
7. Completion and return of the instrument appointing a proxy or proxies shall not preclude a member of the Company from attending and voting at the Extraordinary General Meeting. Any appointment of a proxy or proxies shall be deemed to be revoked if such member attends the Extraordinary General Meeting in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy to the Extraordinary General Meeting.
8. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, take-over rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.