

Form of Conversion Notice

Addvalue Technologies Ltd
(Incorporated in the Republic of Singapore)
(UEN/Company Registration No. 199603037H)
(the “**Issuer**”)

6.0 Per Cent. Redeemable Convertible Bonds Due 2027 (ISIN No.SGXF47366798) (the “**Bonds**”)

(Please read the notes overleaf before completing this Notice.)

When completed, this Conversion Notice should be sent by facsimile transmission or electronic transmission to the Conversion Agent. Failure to deliver duly complete or properly and deliver this Conversion Notice may result in this Conversion Notice being treated null and void.

Name of Direct Securities Account Holder or Name of
CDP Depository Agent (applicable where Securities
Sub-Account Number is specified) :

_____ Date : _____

Address : _____

_____ Tel No. : _____

Fax No. : _____

Signature¹ : _____

To: Pacific Trustees (Singapore) Ltd. (the “**Conversion Agent**”)
60 Paya Lebar Road
#09-09 Paya Lebar Square
Singapore 409051
Fax no.: (65) 69700200
Email: pts-atl@pacifictrustees.com
Attention: Director

cc.: Addvalue Technologies Ltd

¹ If applicable, a corporation should sign under hand by an authorised official who must state his/her capacity and print the name of the relevant corporation.

I/We, being the holders of the Bonds specified below, hereby irrevocably elect to convert such Bonds into fully-paid shares (the “**Shares**”) of Addvalue Technologies Ltd (the “**Issuer**”) pursuant to Condition 6.2.1 (*Conversion Notice*). Terms used in this Conversion Notice and not otherwise defined have the meanings given to them in the trust deed dated 11 October 2022 between the Issuer and Pacific Trustees (Singapore) Ltd. (as “**Trustee**”), the agency agreement dated 11 October 2022 between the Issuer, the Trustee and Pacific Trustees (Singapore) Ltd., as principal paying agent, conversion agent, transfer agent and registrar (the “**Agents**”) or the Conditions, unless the context otherwise requires.

1. Total principal amount and identifying numbers of Bonds to be converted:

Total principal amount of the Bonds (must be in multiples of S\$1.00):

Identifying numbers of Certificates deposited in respect of Bonds to be converted (if relevant)*:

N.B. If necessary, the identifying numbers of Certificates can be attached separately.

*Not required for Bonds represented by a Global Certificate

2. For so long as the Shares are listed on the SGX-ST, the Shares required to be delivered on conversion are to be registered in the name of The Central Depository (Pte) Limited for credit to the following securities account(s):

Name of Direct Securities Account Holder or Name of CDP Depository Agent (applicable where Securities Sub-Account Number is specified):

CDP Direct Securities Account No. or CDP Securities Sub-Account No.:

3. I/We hereby request that [**[the certificate evidencing the Shares] issued to me/us together with] any other securities, property or cash, including any Singapore dollar cheque in respect of payment of an Equivalent Amount pursuant to Condition 6.2.3 (*Registration*) required to be delivered upon conversion, be despatched (at my/our risk and expense) to the person whose name, contact person, telephone numbers, fax number and address is given below and in the manner specified below:

Name:

Contact Person:

Address:

Bank Account No.:

Bank Account Name: _____

Name of Bank: _____

Bank Branch: _____

Bank SWIFT Code: _____

Telephone No. / Fax No.: _____

Manner of Despatch: _____

The Certificate in respect of the Bonds converted hereby accompanies this Conversion Notice.*

Name: _____

Address: _____

*Not required for the Global Certificate.

** Delete if Section 2 is completed.

4. Delivery of this Conversion Notice will constitute confirmation by the beneficial owner of the Bonds to be converted and, if different, the person designated to be entered into this register of Shareholders of the Issuer that the information and the representations in the Conversion Notice are true and accurate on the date of delivery. No Share will be delivered to a holder of a Bond or a person having a beneficial interest therein unless each such holder and beneficial owner completes this Conversion Notice and executes such documents as the Issuer may reasonably require to ensure the availability of any exemption from registration under the U.S. Securities Act of 1933, as amended, applicable state laws and the laws of any other jurisdiction.
- a. I/We confirm that I/we have complied with all applicable fiscal or other laws or regulations in connection with the exercise of the Conversion Right, whether applicable in the jurisdiction of the Conversion Agent to whom this Conversion Notice is presented or otherwise.
 - b. I/We hereby declare that all approvals, consents and authorisations (if any) required by the laws of Singapore to be obtained by me/us prior to the said conversion have been obtained and are in full force and effect and that any applicable condition thereto has been complied with by me/us.
 - c. I/We hereby confirm that I/we have exercised the Conversion Right in accordance with the Conditions and the terms and conditions for CDP to act as depository for the Bonds.
 - d. I/We declare and confirm that I/we have no less than the number of Bonds specified above in the "Free" balance of my/our Securities Account specified above.
 - e. I/We hereby undertake to pay any deposit or other fees (if any), for the time being chargeable by, and payable to, CDP or any applicable stamp duty or other similar taxes or duties due by reason of the conversion of the Bonds referred to above, or the allotment and issue (if any) of the Shares to CDP for my/our account(s).
 - f. I/We authorise the Conversion Agent to instruct CDP to earmark (so as to prohibit dealings in) the Bonds specified above in my/our Securities Account specified above, and authorise the Conversion Agent to instruct

CDP to remove such earmark and debit and cancel, my/our Securities Account(s) with the number of Bonds converted.

- g. I/We authorise the Issuer to allot and issue Shares arising on the exercise of such Bonds in the name of CDP and to forward the share certificate(s) relating to such Shares to CDP to be credited to the "Available" balance of my/our Securities Account(s) with CDP.
- h. I/We authorise CDP to credit the Shares into the "Free" balance of my/our Securities Account with CDP in accordance with the CDP terms and conditions.
- i. (if the Depositor is a Depository Agent) I/we confirm that I/we have been duly authorised by the holder of the Securities Sub-Account referred to above to execute and complete this Conversion Notice in accordance with the terms and conditions hereof.
- j. I/We declare that the information and instructions set out above and elsewhere in this Conversion Notice are true and accurate and authorise the Issuer, each Agent and CDP to act on the said information and instructions and to rely without further enquiry and without liability on the said information and instructions.
- k. I/We represent and agree that at the time of signing and delivery of this Conversion Notice, I/we, or each person who has a beneficial interest in the Bonds to be converted has opened, or will open, a depository account with a depository participant in Singapore.
- l. I/We further acknowledge that the Issuer, the Trustee, the Agents and their respective affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.
- m. I/We hereby certify that all taxes and capital, stamp, issue and registration duties (if any) arising on conversion of the Bonds or payable consequent upon the issue, delivery or transfer of Shares or any property or cash upon conversion have been paid or will be paid by me/us, except that the Issuer will pay all taxes and capital or stamp or issue or registration duties payable in Singapore on the issue of Shares and listing of Shares on the SGX-ST on conversion of Bonds.
- n. I/We represent, warrant, agree and undertake that by submitting this Conversion Notice via facsimile transmission or electronic transmission, I/we accept that the Conversion Agent may communicate to me/us or provide further documents to me/us (if required) via facsimile transmission or electronic transmission, and I/we assume all risks arising out of such facsimile transmission or electronic transmission, including without limitation the risk of my/our Conversion Notice not being received by the Conversion Agent (whether by the relevant cut-off time or at all), the risk of any discrepancies between the document sent and the version received by me/us or, as the case may be, the Conversion Agent, and the risk of interception and misuse by third parties, agree that I/we have the responsibility to take precautions to ensure that my/our Conversion Notice submitted by facsimile transmission or electronic transmission is free from viruses and other items of a destructive nature, and agrees that none of the Issuer, the Trustee or any of the Agents shall be liable or responsible for any delay or failure in the delivery or receipt of this Conversion Notice, or any discrepancies in information transmitted.
- o. I/We represent, warrant, agree and undertake that any personal data of any individual provided in this Conversion Notice has been obtained with such individual's consent, and I/we hereby consent and authorise on behalf of such individual to the collection, use and disclosure of his/her personal data by the Issuer, the Trustee, the Agents (or any of their respective officers, directors, employees, agents or affiliates), in each case in accordance with the terms of the Issue Documents, the Bonds and the provisions of the Personal Data Protection Act 2012 of Singapore. Such consent given hereunder in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of any of the Issue Documents or the Bonds. The term "**personal data**" has the meaning ascribed to it in the Personal Data Protection Act 2012 of Singapore.

N.B.

- i. This Conversion Notice will be void unless the introductory details and Sections 1 to 3 are completed.
- ii. Your attention is drawn to Conditions 6.2.1 (*Conversion Notice*) and 6.2.2 (*Stamp Duty & Registration Fees etc.*) of the Bonds with respect to the conditions precedent which must be fulfilled before the Bonds specified above will be treated as effectively eligible for conversion.
- iii. Despatch of the certificate evidencing the Shares issued or other securities or property will be made at the risk and expense of the converting Bondholder and the converting Bondholder will be required to submit any necessary documents required in order to effect despatch in the manner specified.

- iv. If a retroactive adjustment contemplated by the terms and conditions of the Bonds is required in respect of a conversion of Bonds, the certificate evidencing the additional Shares to be issued pursuant to such retroactive adjustment (together with any other securities, property or cash) will be delivered or despatched in the same manner as the Shares, other securities, property and cash or, as the case may be, Equivalent Amount previously issued pursuant to the relevant Conversion Notice.

For Conversion Agent's use only:

1.

A.

Bonds conversion identification reference: _____

B.

Date on which the Conversion Notice is deposited with (and if applicable, Certificate is surrendered to) the Conversion Agent: _____

C.

Conversion Date: _____

D.

Conversion pursuant to Condition 6.2.1
(*Conversion Notice*): _____

2.

A.

Aggregate principal amount of Bonds in respect of which Certificates have been deposited for conversion: _____

B.

Conversion Price on Conversion Date _____

C.

Number of Shares issuable: _____

D.

Interest payable: _____

The Conversion Agent must complete items 1 and 2.

