



SMARTFLEX HOLDINGS LTD.
(Incorporated in the Republic of Singapore)
(Company Registration Number: 201003501R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “EGM”) of Smartflex Holdings Ltd. (the “Company”) will be held at 11 Eunus Road 8, Lifelong Learning Institute, Event Hall 1-2, Singapore 408601 on 8 July 2016 at 3 p.m. for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolution:

ORDINARY RESOLUTION:

THE PROPOSED DISPOSAL BY THE COMPANY TO NOVOFLEX PTE. LTD. OF ITS ENTIRE SHAREHOLDING INTERESTS IN:

- (A) **SMARTFLEX TECHNOLOGY PTE LTD, A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY; AND**
(B) **SMARTFLEX INNOVATION PTE. LTD., IN WHICH THE COMPANY AND SMARTFLEX TECHNOLOGY PTE LTD HOLD 70% AND 30% RESPECTIVELY.**

RESOLVED THAT:

- (a) the proposed disposal by the Company of its entire shareholding interests in:
- (i) Smartflex Technology Pte Ltd, a wholly-owned subsidiary of the Company; and
 - (ii) Smartflex Innovation Pte. Ltd., in which the Company and Smartflex Technology Pte Ltd hold 70% and 30% respectively, on the terms and subject to the conditions set out in the share sale and purchase agreement dated 6 May 2016 entered into between the Company and Novoflex Pte. Ltd., be and is hereby approved; and
- (b) the directors of the Company (the “Directors”) and/or any of them be and are/is hereby authorised to complete and do all such acts and things, including without limitation, to sign, seal, execute and deliver all such documents and deeds, and to approve any amendment, alteration or modification to any document, as they or he may consider necessary, desirable or expedient or in the interest of the Company to give effect to the matters referred to in this resolution.

By Order of the Board

Tan Tong Guan
Executive Chairman
Date: 23 June 2016

Notes:

1. A member (other than a Relevant Intermediary*) entitled to attend and vote at the EGM is entitled to appoint not more than 2 proxies to attend and vote in his stead. A proxy need not be a member of the Company.
2. Where a member (other than a Relevant Intermediary*) appoints two proxies, he shall specify the proportion of his shareholding to be represented by each proxy in the instrument appointing the proxies.
3. A Relevant Intermediary may appoint more than 2 proxies, but each proxy must be appointed to exercise the rights attached to a different share or shares held by him (which number and class of shares shall be specified).
4. A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. The appointment of proxy must be executed under seal or the hand of its duly authorised officer or attorney in writing.
5. If the appointor is a corporation, the proxy form must be executed under seal or its attorney duly authorised in writing.
6. In the case of joint shareholders, all holders must sign the form of proxy.
7. The instrument appointing a proxy must be deposited at the registered office of the Company at 27 Ubi Road 4, #04-01, Singapore 408681, not less than forty-eight (48) hours before the EGM.
8. This notice has been prepared by the Company and its contents have been reviewed by the Company's sponsor, RHT Capital Pte. Ltd. (the “Sponsor”), for compliance with the Listing Manual Section B: Rules of Catalist (the “Catalist Rules”) of the Singapore Exchange Securities Trading Limited (the “SGX-ST”). The Sponsor has not independently verified the contents of this notice. This notice has not been examined or approved by the SGX-ST. The Sponsor and the SGX-ST assume no responsibility for the contents of this notice, including the correctness of any of the statements or opinions made or reports contained in this notice. The contact person for the Sponsor is Mr Chew Kok Liang, Registered Professional, RHT Capital Pte Ltd, Six Battery Road, #10-01, Singapore 049909, telephone (65) 6381-6757.

* A Relevant Intermediary is:

- (a) a banking corporation licensed under the Banking Act (Chapter 19) or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity; or
- (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act (Chapter 289) and who holds shares in that capacity; or
- (c) the Central Provident Fund Board established by the Central Provident Fund Act (Chapter 36), in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

PERSONAL DATA PRIVACY

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the 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 Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Meeting (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing 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.