S I2I LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 199304568R)

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(1) PROPOSED DISPOSAL OF ALL OF THE ISSUED SHARE CAPITAL OF I-GATE HOLDINGS SDN BHD

(2) PROPOSED DISPOSAL OF ALL OF THE ISSUED SHARE CAPITAL OF MEDIARING NETWORK SERVICES PTE. LIMITED AND MEDIARING COMMUNICATIONS PTE. LTD.

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1. INTRODUCTION

1.1 The board (the "**Board**") of directors (the "**Directors**") of S i2i Limited (the "**Company**") wishes to announce the following:

(a) the Company has entered into a conditional share purchase agreement dated 18 August 2015 with one Mr. Shamugam A/L Munusamy ("**Shamugam**") whereby the Company will sell 100% of the issued shares of I-Gate Holdings Sdn Bhd ("**I-Gate**") to Shamugam for a consideration being Malaysian Ringgit Seventy Five Thousand (RM75,000) (the "**I-Gate Disposal**"); and

(b) the Company has entered into a conditional share purchase agreement (the "**Voice Business SPA**") dated 18 August 2015 with Netpluz Asia Pte. Ltd. ("**Netpluz**") whereby the Company will sell 100% of the issued shares of Mediaring Network Services Pte. Limited ("**MRNS**") and Mediaring Communications Pte. Ltd. ("**MRC**") (MRNS and MRC, collectively the "**Voice Entities**") to Netpluz for an aggregate consideration of S$3,000,000 in four separate instalments (the "**Voice Business Disposal**"),

(collectively, the "**Proposed Disposals**").

1.2 The Company shall be seeking the approval of the shareholders of the Company (the "**Shareholders**") pursuant to Chapter 10 of the listing manual (the "**Listing Manual**") of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**").

2. THE I-GATE DISPOSAL

2.1 INFORMATION ON I-GATE

2.1.1 I-Gate is a Malaysia incorporated company and it engages in investment holding and the provision of management services. I-Gate's subsidiaries are in the business of the retail of mobile telecommunication equipment and distribution of mobile and accessories. The following are subsidiaries of I-Gate (I-Gate and its subsidiaries hereafter referred to as "I**-Gate Group**"):

Subsidiary Name	Business	Status	Country of incorporation	Shareholding percentage
RVT Event & Retail Management Sdn. Bhd.	Conceptual design work, event and complex management	Non-Operating	Malaysia	100
Real & Virtual Technologies Sdn. Bhd.	Developing innovative service delivery platforms and solutions	Non-Operating	Malaysia	100
Dot Mobile Sdn. Bhd.	Dealer in mobile telecommunication equipment and its related products	Operating	Malaysia	100
Homestead Shop (M) Sdn. Bhd.	Dealer in mobile telecommunication equipment and its related products	Operating	Malaysia	100
BTC Academy Sdn. Bhd.	Providing education services	Non-Operating	Malaysia	70

2.2 INFORMATION ON SHAMUGAM

2.2.1 Shamugam is a retiree who had previously worked in the telecommunications industry.

2.3 CONSIDERATION FOR THE I-GATE DISPOSAL

2.3.1 The consideration of the I-Gate Disposal is Malaysian Ringgit Seventy Five Thousand (RM 75,000) and shall be payable by Shamugam by way of wire transfer to the Company. The consideration was arrived at on a willing-buyer and willing-seller basis and was calculated with reference to the net asset value of I-Gate Group.

2.4 SALIENT TERMS OF THE I-GATE DISPOSAL

2.4.1 *Conditions precedent*

The closing of the I-Gate Disposal is conditional upon, *inter alia*, the following being satisfied:

(a) Shamugam having completed the due diligence in relation to I-Gate Group and would have submitted a list of variances as found to be rectified by the Company;

(b) Submission to Shamugam of certain documents in relation to I-Gate Group, including the following:

(i) Bank guarantee, guarantee or any performance guarantee provided by the I-Gate Group to Maxis Communications[1];

(ii) Staff list working in certain retail outlets to be retained by Shamugam;

(iii) Rental agreements for certain retail outlets together with relevant statements of deposits, last due rentals, penalties and fines fully paid up till June 2015;

(iv) All management agreements in respect of certain retail outlets together with relevant statements showing last due rentals, fines and penalties duly paid as of June 2015;

(v) All suppliers, vendors statement of accounts up to June 2015;

(vi) The audited accounts for I-Gate for the financial year ended 31 December 2014 and the certified true management accounts for the period between 1 January 2015 to 30 June 2015;

(vii) All tax, goods and services tax and related submissions for the last three years;

(viii) The licence to operate as a retailer or as a retail store;

(ix) Written confirmation of Maxis and Plaza Low Yat and S Alliance partners consenting to the change of shareholder further to the I-Gate Disposal; and

(x) The balance sheet and profit and loss statement which is net of and free of all intercompany loans and any transfer agreements between the I-Gate Group and the Company; and

(c) the Company having made all requisite announcements, or obtained all shareholders' approvals, as may be required under the listing manual of the SGX-ST in respect of the I-Gate Disposal.

2.4.2 *Other terms*

(a) The Company guarantees to Shamugam that the net assets of the I-Gate Group are at least RM70,000 after all adjustments as at 31 March 2015.

(b) All liabilities other than those which are part of the audited accounts for the year ended 31 December 2014 and management accounts made up to 30 June 2015, of any kind before the transfer of shares will remain as the liability of the Company and will not be transferred to Shamugam. All liabilities accruing after the I-Gate Disposal will belong to Shamugam.

(c) If any of the conditions to closing are not satisfied, the Company must return the full consideration and indemnify Shamugam for costs not exceeding US$10,000.

[1] These bank guarantees or performance guarantees are related to the contract which the I-Gate Group has with Maxis Communications for performance of their obligations under the agreement with Maxis Communications and have been submitted to Shamugam.

2.4.3 *Warranties*

Under the I-Gate SPA, the Company is required to make certain customary representations and warranties in respect of the business and financial position of I-Gate.

2.4.4 *Indemnities and Limitation of Liability*

(a) Subject to paragraph 2.4.3(b), the Company shall indemnify the Shamugan and any of his affiliates, officers, directors, employees or agents (the "**Shamugam Indemnified Parties**") for any losses or expenses arising from (i) any breach of any warranty of the I-Gate SPA; (ii) any breach of any post-closing covenant in the I-Gate SPA; or (iii) any liabilities of any I-Gate Group member which accrue prior to the closing of the I-Gate SPA but which are not disclosed in the financial statements of I-Gate or during due diligence or otherwise known to Shamugam prior to the closing of the I-Gate Disposal.

(b) The indemnity referred to in paragraph 2.4.3(a) does not cover individual claims less than US$1,000. In addition, the aggregate liability of the Company under the I-Gate SPA shall in no event exceed US$3,000,000.

2.4.5 *Closing date*

Closing of the I-Gate Disposal shall take place on the second day following the fulfillment of the conditions precedent of the I-Gate SPA or on such other date or at such other time and place as the Company and Shamugam shall agree.

2.5 RATIONALE OF THE I-GATE DISPOSAL

2.5.1 In line with the presentation made by the Company on 30 April 2015, the Company has previously stated that it wishes to *inter alia* eventually cease its mobile phone business operations in Malaysia. As noted in that presentation, the Company's strategy is to disengage or close loss making or non strategic business units.

2.5.2 Given the above, the Company is seeking to divest I-Gate which has been a loss-making entity and has been a drain on the Company.

3. THE VOICE BUSINESS DISPOSAL

3.1 INFORMATION ON MRNS, MNC AND THE VOICE BUSINESS

3.1.1 MRNS and MRC are wholly owned subsidiaries of the Company and are involved in the business of providing VOIP, hosting services, local and global connectivity services and other business solutions ("**Voice Business**").

3.2 INFORMATION ON NETPLUZ

3.2.1 Netpluz is a private limited company incorporated in Singapore and was set up by a team of information-communications professionals with more than 15 years of industry expertise and experience.

3.2.2 It is in the business of simplifying and satisfying the communication needs of its clients through the delivery of high quality managed data, voice and video services over a single, converged network.

3.3 CONSIDERATION FOR THE VOICE BUSINESS DISPOSAL

3.3.1 The consideration of the Voice Business Disposal is S$3,000,000 (the "**Voice Business Consideration**") payable in four instalments, and subject to such adjustments as described in paragraph 3.4.1.

3.3.2 The consideration was arrived at on a willing-buyer and willing-seller basis and was calculated with reference to the net asset value of the Voice Entities.

3.4 SALIENT TERMS OF THE VOICE BUSINESS DISPOSAL

3.4.1 *Disposal instalments*

The payment of the Voice Business Consideration referred to in paragraph 3.3.1 above is as follows:

(a) Netpluz shall pay S$900,000 upon completion of the transfer of 35,970 shares in MRC and 306,496 shares in MRNS (i.e. 30% of the share capital of each of MRC and MRNS) on the date falling no later than the second Business Day after all conditions precedents to the first closing have been satisfied (the "**First Closing**");

(b) Netpluz shall pay S$600,000 (the "**Second Closing Purchase Price**") upon completion of the transfer of 23,980 shares in MRC and 204,330 shares in MRNS (i.e. 20% of the share capital of each of MRC and MRNS) on or before 1 December 2015 or such other date as the parties may mutually agree (the "**Second Closing**");

(c) Netpluz shall pay S$700,000 (the "**Third Closing Purchase Price**") upon completion of the transfer of 27,973 shares in MRC and 238,351 shares in MRNS (i.e. 23.33% of the share capital of each of MRC and MRNS) on or before 1 December 2016 or such other date as the parties may mutually agree (the "**Third Closing**"); and

(d) Netpluz shall pay S$800,000 (the "**Final Closing Purchase Price**") upon completion of the transfer of 31,977 shares in MRC and 272,474 shares in MRNS (i.e. 26.67% of the share capital of each of MRC and MRNS) on or before 1 June 2017 or such other date as the parties may mutually agree (the "**Final Closing**").

If certain accounts receivables of the Voice Entities are not recovered in full prior to the Final Closing, the Voice Business Disposal Consideration will be reduced by the amount of the shortfall, provided that the reduction will not exceed $430,000.

3.4.2 *Conditions precedent and long stop date*

(a) The First Closing is conditional upon, inter alia, the following conditions being satisfied:

(i) written confirmation being obtained that (x) all liabilities of the Voice Entities being discharged or settled in full prior to completion save for those reflected in the Financial Statements[2], incurred or arising after 31 December 2014 in the ordinary course of business, arising under any contract disclosed to Netpluz or which would not have a material adverse effect on the relevant Voice Entity or its business; (y) evidence that the charge created by MRC in favour of DBS Bank will be fully satisfied within 30 days from the date of the First Closing; and

[2] "Financial Statements" means the audited balance sheet as at 31 December 2014 and the related audited statements of income and cash flows for the fiscal year ended 31 December 2014 as well as the unaudited balance sheet as at 31 May 2015 and the related unaudited balance statements of income and cash flows for the five month period ended 31 May 2015 of the Voice Entities.

(z) evidence that the net assets of the Voice Entities are not less than an aggregate S$1,105,000 with a total cash balance of not less than S$100,000 based on the audited accounts of the Voice Entities for the financial year ended 31 December 2014;

(ii) the Company having made all requisite announcements, or obtained all shareholders' approvals, as may be required under the Listing Manual in respect of the Transaction and/or the First Closing;

(iii) all necessary approvals and consents from all relevant governmental, regulatory or other authorities and third parties for the sale and transfer of the shares in the Voice Entities and completion of the terms of the Voice Business SPA having been obtained by the Voice Entities on terms and conditions acceptable to Netpluz and continuing to be in force;

(iv) all of the terms, covenants, conditions and undertakings of this Agreement having been complied with or performed by the Voice Entities and the Company and each representation and warranty made by the Voice Entities and the Company being true and accurate in all respects on the date such representations and warranties were made and on the First Closing with the same force and effect as if they had been made at and as of the First Closing Date; and

(v) The key employees of the Voice Entities identified by Netpluz having entered into a fixed term employment contract with Netpluz until the end of 2015 on such terms as maybe agreed by the key employees and Netpluz.

(b) The Second Closing and Third Closing are conditional upon:

(i) the First Closing and the Second Closing, as the case may be, having been completed in accordance with the terms and conditions of this Agreement; and

(ii) the Company having made all requisite announcements, or obtained all shareholders' approvals, as may be required under the Listing Manual in respect of the Voice Business Disposal and/or each such closing and if required.

(c) The Final Closing is conditional upon:

(i) the First Closing, the Second Closing and the Third Closing having been completed in accordance with the terms and conditions of the Voice Business SPA;

(ii) the Company having made all requisite announcements, or obtained all shareholders' approvals, as may be required under the Listing Manual in respect of the Voice Business Disposal and/or each such closing; and

(iii) the accounts receivables reflected in the accounts of the Voice Entities having been recovered as per agreed terms on or prior to the date of the Final Closing.

(d) If the First Closing does not occur by 15 December 2015 and is not extended by 90 days as may be mutually agreed by the parties, the Voice Business SPA will be terminated and neither party shall be liable to the other under the Voice Business SPA.

3.4.3 *Company to discharge certain encumbrances*

The Company shall arrange for the discharge and release all collateral created by the Voice Entities in favour of DBS Bank within 30 days from the date of the First Closing. There are no outstanding liabilities secured by such collateral and the Company will not be required to make any repayment or provide substitute security to DBS Bank to procure such discharge and release.

3.4.4 *Roll-back rights*

(a) If Netpluz fails to complete the Second Closing or the Third Closing in accordance with the Voice Business SPA:

(i) its shareholding in the Voice Entities shall remain at the level immediately prior to such closing;

(ii) the Company will regain control of the board of directors and operations of each Voice Entity. Netpluz shall be liable to transfer to each of the Voice Entities all the customer contracts which may have been transferred to Netpluz subject to the terms of Voice Business SPA and cease to hold any bank accounts authority in respect of each of the Voice Entities; and

(iii) Netpluz shall be obliged to remain as the outsourced supplier to each of the Voice Entities for Infrastructure Services, if so required by the Company and at a price mutually agreed between the Netpluz and the Company, which in any event shall not exceed the lesser of (x) the then prevailing market prices for such infrastructure services or (y) the existing fees being paid by the Company for such infrastructure services immediately prior to the First Closing.

(b) If Netpluz fails to complete the Final Closing in accordance with the Voice Business SPA:

(i) its shareholding in the Voice Entities shall remain at the level immediately prior to such closing, being 73.33%;

(ii) the Company will have joint control of the board of directors and operations of each Voice Entity, along with Netpluz;

(iii) Netpluz shall be liable, on a demand made by the Company, to transfer to each of the Voice Entities all the customers contracts and business and all the bank accounts of the Voice Entities shall be jointly managed by the Company and Netpluz; and

(iv) Netpluz shall remain as the exclusive outsourced supplier to each of the Voice Entities for Infrastructure Services, which in any event shall not exceed the lesser of (x) the then prevailing market prices for such services or (y) the existing fees being paid by the Company for such Infrastructure Services immediately prior to the First Closing.

(c) If the roll-back rights conferred on the Company are exercised by the Company as contemplated in paragraphs 3.4.4, Netpluz shall be liable to remit an amount equivalent to losses made in any of the Voice Entities or transfer to the Company the respective equivalent number of shares in the relevant Voice Entities to the extent of such losses.

3.4.5 *Post closing covenants*

(a) Upon the completion of the First Closing, Netpluz shall manage and take responsibility of any compliance matter (legal, contractual or otherwise) in relation to the Voice Entities.

(b) Netpluz shall comply with the following post-Closing covenants from the First Closing till the Final Closing:

(i) The Voice Entities shall be managed by Netpluz on an "as-is" structure. For the avoidance of doubt, unless otherwise approved as per the terms set out at paragraph 3.4.5(b)(iii), Netpluz and the Company have agreed that all customer contracts, Company contracts and business deals contemplated will not be transferred out of the Voice Entities until after the Final Closing;

(ii) Netpluz will provide a monthly management information statement to the Company on business results and operations;

(iii) If a customer contract, Company contract or any contemplated business deal is to be transferred out from the Voice Entities, Netpluz shall ensure that a majority vote is obtained from the board of directors of the Voice Entities approving such a transfer;

(iv) Netpluz shall consolidate the Voice Entities' Infrastructure Services[3] under their existing infrastructure for cost efficiency and savings purposes. All Infrastructure Costs [4] incurred by the Voice Entities as a result of the Infrastructure Services provided by Netpluz shall not exceed the lower of (a) the prevailing market price for such Infrastructure Services and (b) the existing fees being paid by the Company for such Infrastructure Services prior to the First Closing;

(v) Netpluz shall be entitled to charge a monthly infrastructure fee to the Voice Entities for the provision of Infrastructure Services and this shall be part of the Infrastructure Costs incurred by the Voice Entities as referred in paragraph 3.4.5(b)(iv). Netpluz shall be entitled to charge the Voice Entities a monthly infrastructure fee that is lower than or equal to the servicing cost that Netpluz charges its existing clients in order to ensure that in the event of a roll back (as noted in paragraph 3.4.4), the cost structure remains lower or equal to the monthly infrastructure fee paid by the Voice Entities for such infrastructure (even if such costs are outsourced to Netpluz) as at the date of the Voice Business SPA.

(vi) Netpluz shall ensure that the net assets of the Voice Entities, in the aggregate and at the end of each calendar month, shall be not less than S$1,105,000, failing which Netpluz shall promptly notify the boards of the Voice Entities. Netpluz shall also submit an action plan with dates to restore the net assets to the agreed value. If such event occurs prior to the Second Closing and Netpluz fails to cure such default within sixty days from the date of such notification, the Company may, at its option, enforce its roll back rights (as noted in paragraph 3.4.4) from the date of such default and up till 1 December 2015 on the basis

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[3] "Infrastructure Services" means the network services, hosting services, data services provided by Netpluz to the Voice Entities and related ongoing services.

[4] "Infrastructure Costs" means the costs incurred by Netpluz in setting up the network, hosting, equipment, voice and data services as part of the provision of Infrastructure Services and the ongoing cost in relation to the same.

that Netpluz has defaulted on the completion of the Second Closing. This is without prejudice to the right of the Company to insist that Netpluz proceeds with the Second Closing and pays the Second Closing Purchase Price and restores the net assets value of the Voice Entities to the level of S$ 1,105,000;

(vii) If Netpluz fails to maintain the net assets of the Voice Entities at not less than the agreed value of S$1,105,000 prior to the Second Closing, then, the Company shall have the right, but not the obligation, to exercise its roll-back rights (as noted in paragraph 3.4.4) from the date of such default and up to the stipulated date of the Final Closing. This is without prejudice to the right of the Company to insist that Netpluz proceeds with the Third Closing and the Final Closing and pays the Third Closing Purchase Price and the Final Closing Purchase Price. If Netpluz duly completes both the Third Closing and the Final Closing, then, the Company shall not be entitled to any further indemnification on account of the failure to maintain the net assets value of the Voice Entities at the stipulated level of S$1,105,000;

(viii) Netpluz shall be responsible to fund any losses in the Voice Entities. The Company shall not be liable for such losses but shall remain entitled to receive the Voice Business Consideration in accordance with the Voice Business SPA. The liability of Netpluz is to fund losses occurring until the time Netpluz retains the management control of the Voice Entities. If the Company exercises its roll back right (as noted in paragraph 3.4.4) to regain management control, Netpluz shall not bear losses occurring after such roll back, and shall not be entitled to any profits or gains (if any) made by the Voice Entities after such roll back;

(ix) Netpluz shall have the exclusive right to operate the bank accounts of the Voice Entities. However, both Netpluz and the Company agree that no cash shall be paid to the directors or promoters or shareholders or to any related parties of the Voice Entities save for the payment to Netpluz in respect of the fees for Infrastructure Services and Management Fees[5];

(x) Netpluz shall offer Managed Services[6] to the Voice Entities at a mutually agreeable price;

(xi) Netpluz shall have full control over the deployment of employees and use of assets of the Voice Entities, except if the roll back is triggered, whereupon full control reverts back to the Company;

(xii) Netpluz shall ensure that the Earnings before Interest Tax Depreciation and Amortization (EBITDA) is utilized to incentivize the management of the Voice Entities;

(xiii) Unless the Company otherwise approves, prior to any board or shareholder meeting of the Voice Entities, certain reserved matters may not be undertaken by the Voice Entities without the approval of the Company's representatives;

(xiv) Netpluz and the Company shall jointly interview and appoint a finance manager whose salary shall not exceed S$5,000 per month to be borne equally between Netpluz and the Company;

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5 "Management Fees" means an amount of money paid to Netpluz to incentivize them for the operational management of Voice Entities.

6 "Managed Services" means the information technology-related services that Netpluz currently offers to its customers.

(xv) Netpluz shall not use the brand "MediaRing" and all other related brand names and related brand intellectual property rights associated or assigned to the Company or its subsidiaries; and

(xvi) The Company will have right of access to the Voice Entities records and premises for the purpose of making such investigations as are necessary to implement the provisions of the Voice Business SPA and the rights of the Company contained therein.

(c) Subject to the Voice Entities' net assets of S$1,105,000 not being affected by the writing off of any inter-company loans, if any inter-company loan amount is due from the Company to the Voice Entities at any time on and from the date of the Voice Business SPA, such inter-company loan amount shall not be repayable by the Company and it shall be deemed to be duly settled and discharged by the Voice Entities. On and from the First Closing, neither Netpluz nor the Voice Entities shall have any right to demand any outstanding inter-company loans from the Company or any of its affiliates.

3.4.6 *Warranties*

Under the Voice Business SPA, the Company is required to make certain customary representations and warranties in respect of the business and financial position of the Voice Entities.

3.4.7 *Indemnity and limitation of liability*

(a) Subject to paragraph 3.4.6(b), the Company shall indemnify Netpluz and any of its affiliates, officers, directors, employees or agents (collectively, the "**Netpluz Indemnified Parties**") for any losses or expenses incurred by the Netpluz Indemnified Parties to the extent arising from (a) any breach of any representation or warranty of the Company contained in the Voice Business SPA; or (b) any breach of any covenant of the Company contained in the Voice Business SPA requiring performance subsequent to the First Closing; or (c) any liabilities of any Voice Entities which accrue prior to the First Closing, but are not disclosed in the Financial Statements or during due diligence or otherwise known to Netpluz prior to the First Closing.

(b) The indemnity referred to in paragraph 3.4.6(a) does not cover any individual claim less than US$1,000. In addition, the aggregate liability of the Company under the Voice Business SPA shall in no event exceed US$ 500,000.

3.5 RATIONALE OF THE VOICE BUSINESS DISPOSAL

3.5.1 In line with the presentation made by the Company on 30 April 2015, the Company has previously stated that it wishes to substantially reduce costs and its strategy is to disengage or close non strategic business units.

3.5.2 The voice over internet protocol business industry is not considered to be a major growth industry and most players in this space have either consolidated or exited the business due to intense cost pressures. The disposal of the Voice Business would not have any significant impact in the future growth strategy of the Company and the Voice Business Disposal will help to release the working capital.

3.5.3 Please refer to the Company's announcement on the presentation dated 30 April 2015.

4. MAJOR TRANSACTION

4.1 Under Rule 1006 of the Listing Manual, the relative figures for the Proposed Disposals based on the Company and its subsidiaries' ("**Group**") latest announced unaudited consolidated financial statements for the six months period ended 30 June 2015 ("**FY2015 2Q Results**") are as follows:

Rule	Basis	Comparison (%)
1006(a)	The net asset value[1] ("**NAV**") represented by I-Gate and the Voice Entities to be disposed, compared with the Group's net asset value	2.50
1006(b)	The net losses[2] attributable to I-Gate and the Voice Entities for the six months' period ended 30 June 2015 compared with the Group's net losses for the six months' period ended 30 June 2015	5.12
1006(c)	The aggregate value of the consideration received, compared with Company's market capitalization[3] based on the total number of issued shares, excluding treasury shares	56.58
1006(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable.

Notes:

1. The NAV represented by I-Gate and the Voice Entities as at 30 June 2015 is approximately S$1,347,000 and the NAV of the Group as at 30 June 2015 is approximately S$53,771,000. The NAV represented for the Proposed Disposals excludes any intra-Group balances.

2. As at 30 June 2015, a net loss of approximately S$192,000 is attributable to I-Gate and the Voice Entities for the six months ended 30 June 2015 and the net loss attributable to the Group for the six months ended 30 June 2015 is approximately S$3,746,000.

3. Determined by dividing the consideration of S$3,027,000 and the market capitalisation of the Company of approximately S$5.348 million as at 14 August 2015.

   The market capitalisation of the Company was determined by multiplying closing share price of Shares transacted on 14 August 2015 (S$0.39 per Share) by the issued share capital of the Company as at 14 August 2015 (13.712 million Shares).

   Conversions were based on the exchange rate of RM 2.806 per S$1 prevailing on 30 June 2015.

4.2 For completeness, we have also set out the relative figures under Rule 1006 of the Listing Manual for each of the I-Gate Disposal and the Voice Business Disposal based on the Group's FY2015 2Q Results are as follows:

I-Gate Disposal

Rule	Basis	Comparison (%)
1006(a)	The net asset value[1] ("**NAV**") represented by I-Gate to be disposed, compared with the Group's net asset value	0.05

1006(b)	The net losses[2] attributable to I-Gate for the six months' period ended 30 June 2015 compared with the Group's net losses for the six months' period ended 30 June 2015	5.05
1006(c)	The aggregate value of the consideration received, compared with Company's market capitalization[3] based on the total number of issued shares, excluding treasury shares	0.50
1006(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable.

Notes:

1. The NAV represented by I-Gate as at 30 June 2015 is approximately S$25,000 (or RM 69,000) and the NAV of the Group as at 30 June 2015 is approximately S$ 53,771,000. The NAV represented for the I-Gate Disposal excludes any intra-Group balances.

2. As at 30 June 2015, a net loss of approximately S$189,000 is attributable to I-Gate for the six months ended 30 June 2015 and the net loss attributable to the Group is approximately S$3,746,000 for the six months ended 30 June 2015.

3. Determined by dividing the consideration of approximately S$27,000 (or RM75,000) and the market capitalisation of the Company of approximately S$ 5.348 million as at 14 August 2015.

   The market capitalisation of the Company was determined by multiplying closing share price of Shares transacted on 14 August 2015 (S$0.39 per Share) by the issued share capital of the Company as at 14 August 2015 (13.712 million Shares).

   Conversions were based on the exchange rate of RM 2.806 per S$1 prevailing on 30 June 2015.

Voice Business Disposal

Rule	Basis	Comparison (%)
1006(a)	The net asset value[1] ("**NAV**") represented by the Voice Entities to be disposed, compared with the Group's net asset value	2.46
1006(b)	The net losses[2] attributable to the Voice Entities for the six months' period ended 30 June 2015 compared with the Group's net losses for the six months' period ended 30 June 2015	0.07
1006(c)	The aggregate value of the consideration received, compared with Company's market capitalization[3] based on the total number of issued shares, excluding treasury shares	56.10
1006(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	Not applicable.

Notes:

1. The NAV represented by the Voice Entities as at 30 June 2015 is approximately S$ 1,322,000 and the

NAV of the Group as at 30 June 2015 is approximately S$53,771,000. The NAV represented for the Voice Business Disposal excludes any intra-Group balances.

2. As at 30 June 2015, a net loss of approximately S$3,000 is attributable to the Voice Entities for the six months ended 30 June 2015 and the net loss attributable to the Group for the six months ended 30 June 2015 is approximately S$3,746,000.

3. Determined by dividing the consideration of S$3,000,000 and the market capitalisation of the Company of approximately S$5.348 million as at 14 August 2015.

The market capitalisation of the Company was determined by multiplying closing share price of Shares transacted on 14 August 2015 (S$0.39 per Share) by the issued share capital of the Company as at 14 August 2015 (13.712 million Shares).

4.3 The Company had previously consulted the SGX-ST as to whether shareholders' approval was required for the I-Gate Disposal and the SGX-ST had subsequently informed the Company that the Company was required to seek shareholders' approval for the Proposed Sale pursuant to Rule 1014(2) of the Listing Manual.

5. FINANCIAL EFFECTS

5.1 Unless otherwise stated, the unaudited proforma financial effects of the Proposed Disposals, that are set out in paragraph 5.2 of this announcement, have been computed using the audited consolidated accounts of the Group for the financial year ended 31 December 2014 ("**FY2014**"), on the basis that the Proposed Disposals have already taken place.

As these financial effects are based on the Group's audited consolidated accounts for FY2014 and are presented for illustration purposes only, they will not reflect the future financial position of the Group after the Proposed Disposals have taken place in 2014.

5.2 The unaudited proforma financial effects of the Proposed Disposals are set out as follows:

(a) Gain on disposal

The Proposed Disposals gives rise to a gain on disposal of approximately S$1,680,000.

(b) Net Tangible Assets ("**NTA**")

Assuming completion of the Proposed Disposals had taken place on 31 December 2014, the effects on the consolidated NTA of the Group are as follows:

	Before the Proposed Disposals	**After the Proposed Disposals**
NTA (S$)	58,095,000	59,775,000
NTA per Share (Singapore cents)	1.06	1.09

(c) Earnings per Share

Assuming completion of the Proposed Disposals had taken place on 1 January 2014, the effects on the consolidated earnings of the Group are as follows:

	Before Proposed Disposals	**After Proposed Disposals**
Net Loss attributable to Shareholders (S$)	55,835,000	54,888,000
Loss per Share (Singapore cents)	1.02	1.00

5.3 The unaudited proforma financial effects of the Voice Business Disposal are set out as follows:

(a) Gain on disposal

The Voice Business Disposal gives rise to a gain on disposal of approximately S$1,678,000.

(b) Net Tangible Assets ("**NTA**")

Assuming completion of the Voice Business Disposal had taken place on 31 December 2014, the effects on the consolidated NTA of the Group are as follows:

	Before the Voice Business Disposal	**After the Voice Business Disposal**
NTA (S$)	58,095,000	59,844,000
NTA per Share (Singapore cents)	1.06	1.09

(c) Earnings per Share

Assuming completion of the Voice Business Disposal had taken place on 1 January 2014, the effects on the consolidated earnings of the Group are as follows:

	Before Voice Business Disposal	**After Voice Business Disposal**
Net Loss attributable to Shareholders (S$)	55,835,000	56,257,000
Loss per Share (Singapore cents)	1.02	1.03

5.4 The unaudited proforma financial effects of the I-Gate Disposal are set out as follows:

(d) Gain on disposal

The I-Gate Disposal gives rise to a gain on disposal of approximately S$2,000.

(e) Net Tangible Assets ("**NTA**")

Assuming completion of the I-Gate Disposal had taken place on 31 December 2014, the effects on the consolidated NTA of the Group are as follows:

	Before the I-Gate Disposal	**After the I-Gate Disposal**
NTA (S$)	58,095,000	58,026,000
NTA per Share (Singapore cents)	1.06	1.06

(f) Earnings per Share

Assuming completion of the I-Gate Disposal had taken place on 1 January 2014, the effects on the consolidated earnings of the Group are as follows:

	Before I-Gate Disposal	**After I-Gate Disposal**
Net Loss attributable to Shareholders (S$)	55,835,000	54,466,000
Loss per Share (Singapore cents)	1.02	0.99

6. USE OF PROCEEDS FOR THE I-GATE AND VOICE BUSINESS DISPOSAL

6.1 The proceeds from the I-Gate Disposal and Voice Business Disposal shall be utilized for further investments on strategic businesses, working capital, and operational use.

7. SHAREHOLDERS' APPROVAL AND DESPATCH OF CIRCULAR

7.1 As noted above, the Company will in due course convene an extraordinary general meeting ("**EGM**") to seek approval from its shareholders for the Proposed Disposals. A circular setting out further information and details of the Proposed Disposals, together with the notice of EGM to be convened will be dispatched by the Company to its shareholders in due course.

8. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries,

that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Disposals and the Company (and its subsidiaries), and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement 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 announcement in its proper form and context.

9. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors or substantial shareholders of the Company has any direct or indirect interest in any of the Proposed Disposals, save in respect of his/ its shareholdings (if any) in the Company.

10. DIRECTORS' SERVICE CONTRACTS

No service contract is proposed to be entered into between the Company and any Director.

11. DOCUMENTS AVAILABLE FOR INSPECTION

11.1 A copy of the Voice Business SPA and the I-Gate SPA will be made available for inspection during normal business hours at the Company's registered office at 152, Ubi Avenue 4, Level 4, Smart Innovation Centre, Singapore 408826 for a period of three months commencing from the date of this announcement.

By Order of the Board

MANEESH TRIPATHI
CHIEF EXECUTIVE OFFICER
18 August 2015