CIRCULAR DATED 13 JULY 2015

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt in relation to this Circular or as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser immediately.

If you have sold or transferred all your ordinary shares in the capital of Artivision Technologies Ltd. (the "**Company**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Circular with the Notice of Extraordinary General Meeting and the attached Proxy Form to the purchaser or transferee as arrangements will be made by CDP for a separate Circular with the Notice of Extraordinary General Meeting and the attached Proxy Form to be sent to the purchaser or transferee. If you have sold or transferred all your ordinary shares in the capital of the Company represented by physical share certificate(s), you should immediately forward this Circular with the Notice of Extraordinary General Meeting and the attached Proxy Form to the purchaser or transferee or to the bank, stockbroker or agent through whom the sale or the transfer was effected for onward transmission to the purchaser or transferee.

An application will be made to the Singapore Exchange Securities Trading Limited ("**SGX-ST**") for the dealing in, listing of and quotation for the New Shares (as defined in this Circular) arising from the ESAS (as defined in this Circular) on the Catalist board of the SGX-ST. An appropriate announcement on the outcome of the application will be made in due course.

This Circular has been prepared by the Company and its contents have been reviewed by the Company's sponsor, Canaccord Genuity Singapore Pte. Ltd. (the "**Sponsor**"), for compliance with the relevant rules of the SGX-ST. The Sponsor has not independently verified the contents of this Circular. This Circular has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made or reports contained in this Circular.

The contact person for the Sponsor is Ms Goh Mei Xian, Deputy Head of Continuing Sponsorship, Canaccord Genuity Singapore Pte. Ltd. at 77 Robinson Road #21-02 Singapore 068896, telephone (65) 6854 6160.

artivision technologies

ARTIVISION TECHNOLOGIES LTD.

(Incorporated in the Republic of Singapore)
(Company Registration No.: 200407031R)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

THE PROPOSED ADOPTION OF THE ARTIVISION SHARE AWARD SCHEME

IMPORTANT DATES AND TIMES

Last date and time for lodgement of Proxy Form	:	27 July 2015 at 10.30 a.m.
Date and time of Extraordinary General Meeting	:	29 July 2015 at 10.30 a.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be convened at 10.00 a.m. on the same day at the same venue)
Place of Extraordinary General Meeting	:	16 Arumugam Road, Lion Building D, #05-01, Seminar Room, Singapore 409961

CONTENTS

DEFINITIONS 2

LETTER TO SHAREHOLDERS 7

1. INTRODUCTION 7

2. THE PROPOSED ARTIVISION SHARE AWARD SCHEME 7

3. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS 20

4. EXTRAORDINARY GENERAL MEETING 21

5. ACTIONS TO BE TAKEN BY SHAREHOLDERS 21

6. ABSTENTION FROM VOTING 21

7. DIRECTORS' RECOMMENDATION 21

8. DIRECTORS' RESPONSIBILITY STATEMENT 22

9. DOCUMENTS AVAILABLE FOR INSPECTION 22

APPENDIX A – RULES OF THE ARTIVISION SHARE AWARD SCHEME A-1

NOTICE OF EXTRAORDINARY GENERAL MEETING N-1

PROXY FORM

For the purpose of this Circular, the following definitions apply throughout, unless the context otherwise requires:

"**Act**"	:	The Companies Act (Chapter 50) of Singapore, as amended or modified from time to time
"**Associate**"	:	(i) In relation to any Director, chief executive officer of the Company, a Substantial Shareholder or a Controlling Shareholder (being an individual) means: (a) his immediate family; (b) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (c) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more (ii) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
"**Auditors**"	:	The auditors of the Company for the time being
"**Board**"	:	The board of Directors of the Company
"**Catalist**"	:	The Catalist board of the SGX-ST
"**Catalist Rules**"	:	The SGX-ST Listing Manual Section B: Rules of Catalist, as amended, supplemented or modified from time to time
"**CDP**"	:	The Central Depository (Pte) Limited
"**Circular**"	:	This circular to Shareholders dated 13 July 2015 in relation to the proposed adoption of the ESAS
"**Committee**"	:	The Remuneration Committee of the Company, or such other committee comprising Directors of the Company duly authorised and appointed by the Board to administer the ESAS
"**Control**"	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company

"**Controlling Shareholder**"	:	A person who: (i) holds directly or indirectly 15% or more of the nominal amount of all voting Shares in the Company (unless the SGX-ST determines that such a person is not a Controlling Shareholder of the Company); or (ii) in fact exercises Control over the Company
"**Company**"	:	Artivision Technologies Ltd.
"**Date of Grant**"	:	In relation to an ESAS Award, the date on which the Shares are granted to a Participant
"**Directors**"	:	The directors of the Company as at the date of this Circular
"**EGM**"	:	The extraordinary general meeting of the Company, notice of which is set out on pages N-1 to N-2 of this Circular
"**EPS**"	:	Earnings per Share
"**ESAS**"	:	The proposed Artivision Share Award Scheme, as modified or altered from time to time, details of which are provided in paragraph 2 of this Circular
"**ESAS Award**"	:	A contingent award of Shares granted under the ESAS
"**ESOP**"	:	Has the meaning ascribed to it in paragraph 2.1 of this Circular
"**Group**"	:	The Company and its subsidiaries
"**Group Employee**"	:	A full-time employee of the Group (including any Group Executive Director)
"**Group Executive Director**"	:	A director from time to time of the Group, as the case may be, holding office in an executive capacity
"**Group Non-Executive Director**"	:	A director from time to time of the Group, as the case may be, other than a Group Executive Director, including an independent Director
"**Latest Practicable Date**"	:	30 June 2015, being the latest practicable date prior to the printing of this Circular
"**Market Day**"	:	A day on which the SGX-ST is open for trading in securities

"**Market Price**"	:	The average of the dealt price of a Share as determined by reference to the last dealt prices of the Share on SGX-ST for the five (5) consecutive Market Days immediately preceding the date on which the ESAS Award shall be vested
"**Memorandum**"	:	The Memorandum of Association of the Company
"**New Shares**"	:	The new Shares which may be allotted and issued from time to time pursuant to the vesting of ESAS Awards granted under the ESAS
"**Notice of EGM**"	:	The notice of EGM as set out on pages N-1 to N-2 of this Circular
"**NTA**"	:	Net tangible assets of the Group
"**Option**"	:	The right to subscribe for Shares granted or to be granted pursuant to the ESOP and for the time being subsisting
"**Participant**"	:	A person who is selected by the Committee to participate in the ESAS
"**Performance Conditions**"	:	In relation to an ESAS Award, the performance conditions to be met by a Participant and taken into account by the Committee, as further provided under paragraph 2.4.3 of this Circular
"**Performance Period**"	:	In relation to a Performance-related ESAS Award, a period, the duration of which is to be determined by the Committee on the Date of Grant, during which the Performance Target is to be satisfied
"**Performance-related ESAS Award**"	:	An ESAS Award in relation to which a Performance Target is specified
"**Performance Target**"	:	In relation to a Performance-related ESAS Award, the performance targets prescribed by the Committee to be fulfilled by a Participant for any particular period under the ESAS
"**Record Date**"	:	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders of the Company must be registered with the Company or with CDP, as the case may be, in order to participate in the dividends, rights, allotments or other distributions (as the case may be)
"**Register of Members**"	:	The register of members of the Company

"**Securities Account**"	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Shareholder**"	:	Registered holder of Shares in the Register of Members of the Company, except that where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares and where the context so admits, mean the Depositors in the Depository Register maintained by the CDP, and whose Securities Accounts are credited with those Shares. Any reference to Shares held by or shareholdings of Shareholders shall include Shares standing to the credit of their respective Securities Accounts
"**Shares**"	:	Ordinary shares in the capital of the Company
"**Sponsor**"	:	Canaccord Genuity Singapore Pte. Ltd.
"**Substantial Shareholder**"	:	A person who has an interest or interests in one or more voting shares in the Company, and the total votes attached to that share, or those shares, is not less than 5% of the total votes attached to all the voting Shares in the Company
"**subsidiary**"	:	A company (whether incorporated within or outside Singapore and wheresoever resident) being a subsidiary for the time being of the Company within the meaning of Section 5 of the Act and "subsidiaries" shall be construed accordingly
"**Vesting Period**"	:	In relation to an ESAS Award, a period or periods, the duration of which is to be determined by the Committee at the Date of Grant

Currencies, Units and Others

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

The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively by Section 130A of the Act or any statutory modification thereof. The term "**treasury shares**" shall have the meaning ascribed to it in the 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 include corporations.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any term or word defined under the Securities and Futures Act (Chapter 289) of Singapore, the Act, the Catalist Rules or any statutory or regulatory modification thereof and used in this Circular shall where applicable have the same meaning ascribed to it under the Securities and Futures Act (Chapter 289) of Singapore, the Act, the Catalist Rules, or such statutory modification, as the case may be, unless otherwise provided.

All discrepancies in the figures included herein between the listed amounts and totals thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures that precede them.

Any reference to a time of a day in the Circular is a reference to Singapore time unless otherwise stated and shall include such other date(s) or time(s) as may be announced from time to time by or on behalf of the Company.

ARTIVISION TECHNOLOGIES LTD.

(Incorporated in the Republic of Singapore)
(Company Registration No.: 200407031R)

Directors		Registered Office
Soh Sai Kiang Philip	(Non-Executive Chairman)	67 Ubi Avenue 1
Dr. Ofer Miller	(Executive Director)	#06-02/03 Starhub Green
Goh Tzu Seoh Kenneth	(Executive Director)	Singapore 408942
Ching Chiat Kwong	(Non-Executive Director)	
Ng Weng Sui Harry	(Independent Non-Executive Director)	
Dr. Tan Khee Giap	(Independent Non-Executive Director)	
Wong Chee Meng Lawrence	(Independent Non-Executive Director)	
Koh Boon Liang Alan	(Independent Non-Executive Director)	

13 July 2015

To: The Shareholders of Artivision Technologies Ltd.

Dear Sir/Madam,

THE PROPOSED ADOPTION OF THE ARTIVISION SHARE AWARD SCHEME

1. INTRODUCTION

The Directors propose to convene an EGM to be held on 29 July 2015 to seek Shareholders' approval for the proposed adoption of the ESAS.

The purpose of this Circular is to provide Shareholders with the relevant information pertaining to the aforesaid proposal to be tabled at the EGM and to seek the Shareholders' approval for the matters as set out in the Notice of EGM on pages N-1 to N-2 of this Circular. This Circular has been prepared solely for the purpose set out herein and may not be relied upon by any persons (other than Shareholders) nor for any other purpose.

Shareholders are advised that the Sponsor and the SGX-ST assume no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Circular.

2. THE PROPOSED ARTIVISION SHARE AWARD SCHEME

2.1 Background

The Existing Artivision Share Option Plan

The Company has an existing share option scheme known as the Artivision Share Option Plan ("**ESOP**"). The Company believes that the ESAS will complement the ESOP, and the rationale for the ESAS is set out in paragraph 2.2 of this Circular. The ESOP was approved and adopted by Shareholders at an extraordinary general meeting of the Company on 21 October 2007. As at the Latest Practicable Date, the Company has outstanding and unexercised Options which were granted under the ESOP to subscribe for up to an aggregate of 41,053,000 Shares (representing approximately 4.62% of the issued 888,427,918 Shares as at the Latest Practicable Date), and an aggregate of 23,532,624

Shares (representing approximately 2.65% of the issued Shares as at the Latest Practicable Date) have been delivered upon exercise of Options since the commencement of the ESOP.

Pursuant to Rule 860 of the Catalist Rules, the following are the details of the Options granted under the ESOP:

Details of Options granted under the ESOP	
Total number of Shares reserved	92,331,772(1)
Total number of Shares allotted	23,532,624
Number of participants	71
Material conditions	Nil

Note:

(1) Includes Options which were granted under the ESOP to subscribe for an aggregate of 27,746,148 Shares that had not been exercised and had expired as at the Latest Practicable Date.

Details of Options granted to Directors and their Associates under the ESOP	
Dates of grants	28 November 2007, 16 January 2009, 20 July 2010, 22 March 2011, 23 June 2011, 23 December 2011, 22 August 2012 and 22 April 2014
Total number of Shares reserved	40,212,536
Total number of Shares allotted	6,636,000
Number of participants	8

As at the Latest Practicable Date, no Options were granted to the Controlling Shareholders and/or their Associates.

Save for the ESOP, the Company has no other share schemes in place as at the date of this Circular.

2.2 Objectives of and rationale for the ESAS

The objectives of the ESAS, which is subject to the approval of the Shareholders, are as follows:

(i) to motivate Participants to optimise their performance standards, productivity and efficiency, to strive towards performance excellence and to maintain a high level of contribution to the Group by relating their total remuneration to the performance of the Group;

(ii) to make employee remuneration sufficiently competitive to attract potential employees with relevant skills to contribute to the Group by recognising contributions made or to be made and to create value for the Shareholders;

(iii) to retain key employees and directors of the Group whose contribution are essential to the long-term growth and profitability of the Group;

(iv) to promote commitment, dedication and instil loyalty, thereby resulting in a stronger identification by employees with the long-term prosperity of the Group; and

(v) to foster an ownership culture within the Group which aligns the interest of the Participants with the interest of the Shareholders.

The rationale for adopting the ESAS is to give the Company greater flexibility to align the interests of employees, especially key management, with those of the Shareholders. The Company believes that the ESAS will inculcate in Participants a stronger and more lasting sense of identification with the Group. It is also intended to reward, retain and motivate employees, especially those who have the requisite knowledge, technical skills and experience which the Company believes could contribute significantly to the development and growth of the Group, to achieve superior performance which creates and enhances economic value for the Shareholders.

As a Performance-related ESAS Award may be granted, the ESAS also aims at motivating existing employees of the Group to work towards achieving the Performance Conditions, which will in turn contribute towards the success and development of the Company.

The ESAS Award given to a Participant will be determined at the discretion of the Committee, who will take into account factors such as the Participant's capability, scope of responsibility, skill and vulnerability to leaving the employment of the Group. In deciding on an ESAS Award to be granted to a Participant, the Committee will also consider all aspects of the compensation and/or benefits given to the Participant and such other share-based incentive schemes of the Company, if any. The Committee may also set specific criteria and performance targets for each of its business units, taking into account factors such as (i) the Company's and the Group's business goals and directions for each financial year; (ii) the Participant's actual job scope and responsibilities; and (iii) the prevailing economic conditions.

The Company believes that the ESAS will complement the existing ESOP and having both the ESOP and ESAS will strengthen and enhance the overall effectiveness and comprehensiveness of its performance-based compensation schemes and increase the Company's flexibility and effectiveness in rewarding the Participants and incentivising them to achieve higher performance targets and strive for the long-term prosperity of the Company and/or the Group. The Company believes that these share schemes will be more effective than cash bonuses in motivating Group Employees, Group Executive Directors and Group Non-Executive Directors to put in their best efforts whilst at the same time allowing the Company to offer incentives and remuneration packages compatible with multinational companies.

The aggregate number of Shares to be issued under the ESAS and the ESOP collectively shall not exceed the maximum limit of 15% of the Company's total number of issued Shares (excluding treasury shares) from time to time.

An application will be made to the SGX-ST for the dealing in, listing of and quotation for the New Shares on Catalist. An appropriate announcement on the outcome of the application will be made in due course.

2.3 Rationale for Participation by Group Non-Executive Directors

While the ESAS caters principally to full-time employees of the Group, it is recognised that there are other persons who make significant contributions to the Group through their close working relationships with the Group, even though they are not employed within the Group. Such persons include Group Non-Executive Directors.

Group Non-Executive Directors are persons from different professions and working backgrounds, bringing to the Company their wealth of knowledge, business expertise and contacts in the business community. They play an important role in helping the Company shape its business strategy by allowing the Company to draw on the backgrounds and diverse working experience of these individuals. It is crucial for the Company to attract, retain and incentivise the Group Non-Executive Directors.

The Directors are of the view that including the Group Non-Executive Directors in the ESAS will show the Company's appreciation for, and further motivate them in, their contribution towards the success of the Group. However, while it is desired that participation in the ESAS be made open to the Group Non-Executive Directors, their services and contributions cannot be measured in the same way as Group Executive Directors.

Accordingly, any ESAS Awards that may be granted to any of the Group Non-Executive Directors would be intended only as a token of appreciation. For the purpose of assessing their contributions to the Group, the Committee will propose a performance framework comprising mainly non-financial performance measurement criteria such as the extent of involvement and responsibilities shouldered by the Group Non-Executive Directors within the Board. In addition, the Committee will also consider the scope of advice given, the number of contacts and size of deals which the Company is able to procure from the contacts and recommendations of the Group Non-Executive Directors.

It is envisaged that the vesting of the ESAS Awards, and hence the number of Shares to be delivered to the Group Non-Executive Directors based on the criteria set out above will be relatively small in terms of frequency and numbers. Based on this, the Directors are of the view that the participation by the Group Non-Executive Directors in the ESAS will not compromise their independent status.

The Committee may also decide that no ESAS Awards shall be made in any financial year or no grant of ESAS Awards may be made to Group Non-Executive Directors at all. Any grant of ESAS Awards to Group Non-Executive Directors will be subject to and shall comply with the provisions of the Act (where applicable) including the provisions of Section 76 of the Act.

2.4 Summary of the ESAS

The principal terms of the ESAS are summarised and set out below, and the rules of the ESAS are set out in Appendix A of this Circular.

2.4.1 Limitation on the size of the ESAS

The aggregate number of New Shares to be issued pursuant to ESAS Awards granted under the ESAS on any date, when added to the number of Shares issued and/or issuable under any other share incentive schemes or share plans adopted by the Company from the time being in force, including but not limited to the ESOP, shall be limited to fifteen per cent. (15%) of the total number of issued share capital of the Company (excluding treasury shares, if any) on the day preceding that date.

In addition, the following limits must not be exceeded:

(i) the aggregate of the number of Shares comprised in ESAS Awards granted to the Controlling Shareholders and their Associate(s) under the ESAS shall not exceed twenty five per cent. (25%) of the total number of Shares comprised in ESAS Awards which may be granted under the ESAS; and

(ii) the aggregate of the number of Shares comprised in ESAS Awards granted to each Controlling Shareholder and his Associate(s) under the ESAS shall not exceed ten per cent. (10%) of the total number of Shares comprised in ESAS Awards which may be granted under the ESAS.

The Company may deliver Shares pursuant to the ESAS Awards granted under the ESAS in the form of existing Shares purchased from the market or from Shares held in treasury. Such methods will not be subject to any limit as they do not involve the issuance of any New Shares.

Shareholders should note that any increase in the number of issued Shares will have the effect of diluting the percentage shareholding of the existing Shareholders.

The Company is of the view that the size of the ESAS is sufficient to give the Committee flexibility to grant ESAS Awards in view of the likely number of Participants, the total number of Shares in the capital of the Company and the duration of the ESAS. The size of the ESAS allows a larger pool of persons to participate in the ESAS and gives greater flexibility to the Company in the structuring of incentive packages. The number of Participants is expected to grow over the years as the Company has long-term expansion plans where more employees may be employed and be eligible to participate in the ESAS. In addition, the Group, in line with its goal of ensuring sustainable growth, is constantly reviewing its position and considering the expansion of its talent pool.

2.4.2 Eligibility

The following persons, who have attained the age of 21 years on or before the Date of Grant shall be eligible to participate in the ESAS at the absolute discretion of the Committee, provided that the Participant must not be an undischarged bankrupt and must not have entered into a composition with his creditors:

(i) Group Employees;

(ii) Group Executive Directors; and

(iii) Group Non-Executive Directors (including Independent Directors) who, in the opinion of the Committee, have contributed or will contribute to the success and development of the Group;

Group Employees, Group Executive Directors and Group Non-Executive Directors who are Controlling Shareholders or Associate(s) of Controlling Shareholders shall (notwithstanding that they may meet the eligibility criteria as set out above) not participate in the ESAS unless:

(i) their participation; and

(ii) the actual number of Shares to be issued to them and the terms of any ESAS Award to be granted to them,

have been approved by the independent Shareholders in a separate resolution for each such person, provided always that it shall not be necessary to obtain the approval of the independent Shareholders of the Company for the participation in the ESAS of an Associate of a Controlling Shareholder who, at the relevant time, is already an ESAS Participant.

As at the Latest Practicable Date, the Company does not have any Controlling Shareholders.

The selection of a Participant will be determined by the Committee at its absolute discretion. There shall be no restrictions on the eligibility of any Participant to participate in any other share schemes implemented or to be implemented by the Company or any other company within the Group. The Committee shall have absolute discretion to decide whether a person who is selected in this ESAS shall be eligible to participate in any other share scheme(s) implemented by the Company or any other company within the Group. Subject to the Act, the Catalist Rules and any requirements of the SGX-ST, the terms of eligibility for participation in the ESAS may be amended from time to time at the absolute discretion of the Committee.

2.4.3 ESAS Awards

ESAS Awards represent the right of a Participant to receive fully paid Shares, their equivalent cash value or combinations thereof, free of charge, and in relation to a Performance-related ESAS Award, upon the Participant achieving prescribed Performance Targets. Performance Targets set under the ESAS are intended to be based on medium-term corporate objectives covering market competitiveness, quality of returns, business growth and productivity growth.

Performance Targets are stretched targets aimed at sustaining long-term growth. Examples of performance targets to be set include targets based on criteria such as sales growth, earnings per share, share price and return on investment. The Committee may amend or waive the period for the fulfilment of the Performance Target(s) and/or the Performance Target(s) if (i) a changed Performance Target would be a fairer measure of performance; or (ii) the Participant has achieved a level of performance that the Committee considers satisfactory, and the Committee shall notify the Participant of such amendment or waiver (but accidental omission to give notice to any Participant(s) shall not invalidate any such amendment or waiver).

The selection of a Participant and the number of Shares which are the subject of each ESAS Award to be granted to a Participant in accordance with the ESAS shall be determined at the absolute discretion of the Committee, which may take into account criteria such as his rank, job performance, years of service and potential for future development, his contribution to the success and development of the Group and the extent of effort required to achieve the performance target within the relevant Performance Period.

The Committee shall have absolute discretion to decide whether a person who is participating in the ESAS shall be eligible to participate in any other share award scheme implemented by the Company or any other company within the Group.

The Committee shall decide, in relation to each ESAS Award to be granted:

(i) the Participant;

(ii) the Date of Grant;

(iii) the number of Shares which are the subject of the ESAS Award;

(iv) the Performance Target(s) for the Participant, if deemed necessary;

(v) the prescribed Vesting Period(s);

(vi) the extent to which Shares which are the subject of that ESAS Award shall be released at the end of each prescribed Vesting Period;

(vii) in relation to a Performance-related ESAS Award, the extent to which the Shares under that ESAS Award shall be released on the prescribed Performance Targets being satisfied (whether fully or partially) or exceeded, as the case may be, at the end of the prescribed Performance Period and upon the expiry of the prescribed Vesting Period; and

(viii) such other conditions which the Committee may determine in its sole discretion in relation to that ESAS Award.

ESAS Awards may be granted at any time in the course of a financial year. An ESAS Award letter confirming the ESAS Award and specifying, *inter alia*, in relation to the ESAS Award, the Date of Grant, the number of Shares which are the subject of the ESAS Award, the prescribed Vesting Period(s) and the relevant Performance Period(s) and Performance Target(s) (if any), will be sent to each Participant as soon as reasonably practicable after the making of an ESAS Award.

Awards are personal to the Participant to whom they are given and shall not be transferred (other than to a Participants' personal representative on the death of the former), charged, assigned, pledged or otherwise disposed of, in whole or in part, unless with the prior approval of the Committee. If a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any such right under an ESAS Award, such ESAS Award shall immediately lapse.

Special provisions for the vesting and lapsing of ESAS Awards apply in certain circumstances, including the following:

(i) the termination of the employment or directorship of a Participant;

(ii) the ill health, injury, disability or death of a Participant;

(iii) the bankruptcy of a Participant;

(iv) the misconduct of a Participant; and

(v) a take-over, winding-up or reconstruction of the Company.

2.4.4 Administration of ESAS

The ESAS shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board provided that no member of the Committee shall participate in any deliberation or decision in respect of ESAS Awards granted or to be granted to him.

The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the ESAS) for the implementation and administration of the ESAS, to give effect to the provisions of the ESAS and/or to enhance the benefit of the ESAS Awards and the ESAS Awards which have been released to the Participants, as they may, in their absolute discretion, think fit. Any matter pertaining or pursuant to the ESAS and any dispute and uncertainty as to the interpretation of the ESAS, any rule, regulation or procedure thereunder or any rights under the ESAS shall be determined by the Committee.

2.4.5 Operation of the ESAS

Subject to prevailing legislation and rules of the SGX-ST, the Company will have the flexibility to deliver Shares to Participants upon vesting of their ESAS Awards by the following means as it deems fit in its sole and absolute discretion:

(i) the allotment and issue to each Participant of the number of New Shares, deemed to be fully paid or credited upon their allotment and issuance;

(ii) delivering existing Shares to the Participant, whether such existing Shares are acquired pursuant to a share purchase mandate or (to the extent permitted by law) held as treasury shares or otherwise; and/or

(iii) subject to the prior approval of the Committee and the Committee's absolute discretion, payment of the aggregate Market Price of the Shares in cash (after deduction of any applicable taxes) to the Participant, in lieu of issuing or delivering all or some of the Shares to be issued or delivered to the Participant.

In determining whether to issue new Shares, to deliver existing Shares and/or pay the aggregate Market Price in cash to Participants upon release of their ESAS Awards, the Company shall take into account factors such as (but not limited to) the amount of cash available, the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of either issuing New Shares or purchasing existing Shares.

The financial effects of the delivery of Shares to Participants upon vesting of the ESAS Awards are set out in paragraph 2.5 of this Circular.

New Shares allotted and issued on the release of an ESAS Award shall be subject to all provisions of the Memorandum and Articles of Association of the Company, and shall rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant vesting date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

The "aggregate Market Price" of the Shares to be paid in cash to a Participant in lieu of allotment or transfer, shall be calculated in accordance with the following formula:

A = B x C

Where:

A is the aggregate Market Price of the Shares to be paid to the Participant in lieu of all or some of the Shares to be issued or transferred upon the release of an ESAS Award;

B is the Market Price of each Share; and

C is such number of Shares (as determined by the Committee in its sole and absolute discretion) to be issued or transferred to a Participant upon the release of an ESAS Award in accordance with the rules of the ESAS.

2.4.6 Variation of Capital

If a variation in the issued ordinary share capital of the Company (whether by way of a capitalisation of profits or reserves, rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:

(i) the number of Shares which are the subject of an ESAS Award to the extent not yet vested and the rights attached thereto; and/or

(ii) the number of Shares in respect of which ESAS Awards may be granted under the ESAS,

shall be adjusted in such manner as the Committee may determine to be appropriate.

Unless the Committee considers an adjustment to be appropriate:

(i) the issue of securities as consideration for an acquisition or a private placement of securities;

(ii) the increase in the number of issued Shares as a consequence of the exercise of options or other convertibles entitling holders of such options or convertibles to acquire Shares;

(iii) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force; and

(iv) the increase in the issued share capital of the Company as a consequence of the delivery of New Shares pursuant to the vesting of the ESAS Awards from time to time by the Company or through any other share-based incentive schemes implemented by the Company,

shall not normally be regarded as a circumstance requiring adjustment.

Any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (acting only as experts and not arbitrators) to be in their opinion, fair and reasonable. In addition, no adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive.

2.4.7 Modifications or Alterations to the ESAS

Subject to the prior approval of the SGX-ST and such other regulatory authorities as may be necessary, the rules of the ESAS may be modified and/or altered at any time and from time to time by a resolution of the Committee provided that:

(i) no modification and/or alteration shall adversely affect the rights attached to the ESAS Awards granted prior to such modification and/or alteration except with the consent in writing of such number of Participants who, if their ESAS Awards were released to them, would thereby become entitled to not less than three-quarters in number of all the Shares which would be issued in full pursuant to all outstanding ESAS Awards under the ESAS;

(ii) no modification and/or alteration shall be made to the ESAS without due compliance with the Catalist Rules and such other regulatory authorities as may be necessary; and

(iii) any modification and/or alteration which would be to the advantage of the Participants shall be subject to the prior approval of the Shareholders in a general meeting.

No modifications and/or alterations shall be made to the ESAS if, as a result the Participant receives a benefit that a Shareholder does not.

2.4.8 Duration of the ESAS

The ESAS shall continue in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date which the ESAS is adopted by the Company in general meeting, provided always that the ESAS may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

The ESAS may be terminated at any time at the discretion of the Committee or, by resolution of the Company in a general meeting, subject to all relevant approvals which may be required and if the ESAS is so terminated, no further ESAS Awards shall be granted by the Committee hereunder.

The expiry or termination of the ESAS shall not affect ESAS Awards which have been granted to Participants prior to such expiry or termination, whether such ESAS Awards have been released (whether fully or partially) or not.

2.5 Financial Effects of the ESAS

2.5.1 Costs of the ESAS Awards

As Participants are not required to pay for the grant of the ESAS Awards, such grant of ESAS Awards will have a financial effect on the Company.

The Singapore Financial Reporting Standard 102 ("**FRS 102**") relating to share-based payment takes effect for all listed companies beginning 1 January 2005 and is applicable to the ESAS. The ESAS Awards, if settled by way of issuance of New Shares or the purchasing of existing Shares, would be accounted for as equity-settled share-based transactions, as described in the following paragraphs.

The fair value of employee services received in exchange for the grant of the ESAS Awards would be recognised as a charge to the consolidated income statement over the period between the grant date and the vesting date of an ESAS Award. The total amount of the charge over the vesting period is determined by reference to the fair value of each ESAS Award granted at the grant date and where there are non-market conditions attached (see the following paragraph), the number of Shares vested at the vesting date, with a corresponding adjustment to the reserve account. Before the end of the vesting period, at each accounting year end, the estimate of the number of ESAS Awards that are expected to vest by the vesting date is subject to revision, and the impact of the revised estimate will be recognised in the consolidated income statement with a corresponding adjustment to the reserve account. After the vesting date, no adjustment to the charge to the consolidated income statement shall be made. This accounting treatment has been referred to as the "modified grant date method" because the number of Shares included in the determination of the expense relating to employee services is adjusted to reflect the actual number of Shares that eventually vest but no adjustment is made to changes in the fair value of the Shares since the grant date.

The amount charged to the consolidated income statement would be the same whether the Company settles the ESAS Awards by issuing New Shares or by purchasing existing Shares. The amount of the charge to the consolidated income statement also depends on whether or not the performance target attached to an ESAS Award is a "market condition", that is, a condition which is related to the market price of the Shares. If the performance target is a market condition, the probability of the performance target being met is taken into account in estimating the fair value of the Shares granted at the grant date, and no adjustments to amounts charged to the consolidated income statement is made if the market condition is not met. On the other hand, if the performance target is not a market condition, the probability of the target being met is not taken into account in estimating the fair value of the Shares granted at the grant date. Instead, it is subsequently considered at each accounting date in assessing whether the ESAS Awards would vest. Thus, when the vesting conditions do not include a market condition, there would be no charge to the consolidated income statement if the ESAS Awards do not ultimately vest.

In the event that the Participants receive cash, the Company shall measure the fair value of the liability at grant date. Until the liability is settled, the Company shall re-measure the fair value of the liability at each accounting date and at the date of settlement, with changes in the fair value recognised in the consolidated income statement.

Costs to the Company

According to the FRS 102, the Company is required to recognise an expense in respect of the ESAS Awards granted under the ESAS. The expense will be based on the fair value of the ESAS Awards at each grant date and recognised at each reporting date. This fair value may be derived by applying valuation techniques or option-pricing models. The requirement to recognise an expense in respect of ESAS Awards granted to employees is set out in FRS 102.

2.5.2 Share capital

The ESAS will result in an increase in the Company's issued share capital when New Shares are issued to Participants pursuant to the grant of the ESAS Awards. This will in turn depend on, *inter alia*, the number of Shares comprised in the ESAS Awards granted, and the prevailing Market Price of the Shares.

However, there will not be an effect on the share capital if existing Shares are purchased from the market on behalf of Participants or if the Company pays the equivalent cash value, upon the vesting of the ESAS Awards.

2.5.3 NTA

The grant of ESAS Awards under the ESAS are likely to result in a charge to the Company's consolidated income statement over the period from the Date of Grant to the vesting date of the ESAS Awards. The amount of the charge will be computed in accordance with the grant date method under the FRS 102. If New Shares are issued thereunder, there would be no impact on the NTA. However, if instead of issuing New Shares to Participants, existing Shares are purchased for delivery to Participants or the Company pays the equivalent cash value, the NTA would decrease by the cost of the Shares purchased or the cash payment, respectively.

Nonetheless, it should be noted that the delivery of Shares to Participants of the ESAS is contingent upon the respective Participants meeting the prescribed Performance Target(s) and/or Performance Conditions set out in the ESAS.

2.5.4 EPS

The ESAS will have a dilutive impact on the Company's consolidated EPS with the increase in the Company's number of issued Shares to the extent that New Shares are allotted and issued pursuant thereto. The ESAS is likely to result in a charge to earnings over the period from the Date of Grant to the vesting date of the ESAS Awards. The amount of the charge will be computed in accordance with the grant date method under FRS 102. Nonetheless, it should be noted that the delivery of Shares to the Participants is contingent upon the Participants meeting the prescribed Performance Target(s) and/or Performance Conditions.

2.5.5 Dilutive Impact

It is expected that any dilutive impact of the ESAS on the NTA per share and EPS would not be significant as the aggregate number of Shares to be issued under the ESAS and the ESOP will be subject to a maximum limit of fifteen per cent. (15%) of the Company's total number of issued Shares (excluding treasury shares) from time to time.

2.6 Reporting requirements

2.6.1 Announcement

Under the Catalist Rules, an immediate announcement must be made on the date of the grant of an ESAS Award and provide details of the grant, including the following:–

(i) Date of Grant;

(ii) Market Price of the Shares on the date of grant of the ESAS Award;

(iii) Number of Shares granted under the ESAS Award;

(iv) Number of Shares granted to each Director and Controlling Shareholder (and each of their Associates, if any) under the ESAS Award, if any; and

(v) The Vesting Period in relation to the ESAS Award.

2.6.2 Disclosures in the Annual Report

The Company shall make the following disclosures in its annual report (where applicable) for so long as the ESAS is in operation:

(i) the names of the members of the Committee;

(ii) in respect of the following Participants:

(a) Participants who are Directors of the Company;

(b) Participants who are Controlling Shareholders and each of their Associates; and

(c) Participants (other than those in paragraphs (ii)(a) and (ii)(b) above) who received Shares pursuant to the vesting of Awards granted under the ESAS which, in aggregate, represent five per cent. (5%) or more of the total number of ESAS Awards available under the ESAS, the following information:

(1) name of the Participant;

(2) ESAS Awards granted during the financial year under review (including terms);

(3) the aggregate number of Shares comprised in ESAS Awards granted to such Participant since the commencement of the ESAS to the end of the financial year under review;

(4) the aggregate number of Shares comprised in ESAS Awards granted to such Participant which have vested since the commencement of the ESAS to the end of the financial year under review, and in respect of such ESAS Awards, the proportion of Shares issued or transferred upon the release of the vested ESAS Awards; and

(5) the aggregate number of Shares comprised in ESAS Awards granted to such Participant under the ESAS which have not been released as at the end of the financial year under review.

(iii) In respect of ESAS Awards granted to the directors and employees of the parent company and its subsidiaries, the following information:

(a) the names of and number and terms of ESAS Awards granted to each director or employee of the parent company and its subsidiaries who receives five per cent. (5%) or more of the total number of ESAS Awards available to all directors and employees of the parent company and its subsidiaries under the ESAS, during the financial year under review;

(b) the aggregate number of ESAS Awards granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the ESAS to the end of the financial year under review; and

(iv) any other information required to be so disclosed pursuant to the Catalist Rules and all other applicable laws and requirements.

Provided that if any of the above requirements is not applicable, an appropriate negative statement should be included therein.

2.7 Shareholder Approval

The proposed adoption of the ESAS is conditional upon the approval of the Shareholders at the EGM.

3. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

Based on the Register of Directors' Shareholdings and the Register of Substantial Shareholders, as at the Latest Practicable Date, the shareholding interests of the Directors and the Substantial Shareholders (who are not Directors) are set out below:

	Direct Interest		Deemed Interest		Total Interest	
Director	**Number of Shares**	**%(1)**	**Number of Shares**	**%**	**Number of Shares**	**%(1)**
Soh Sai Kiang Philip	32,618,000	3.67	99,849,68(2)	11.24	132,467,680	14.91
Goh Tzu Seoh Kenneth	5,290,000	0.60	–	–	5,290,000	0.60
Dr. Ofer Miller	64,015,224	7.21	–	–	64,015,224	7.21
Ng Weng Sui Harry	490,000	0.06	–	–	490,000	0.06
Wong Chee Meng Lawrence	–	–	–	–	–	–
Dr. Tan Khee Giap	238,000	0.03	–	–	238,000	0.03
Koh Boon Liang Alan	–	–	–	–	–	–
Ching Chiat Kwong	75,812,000	8.53	–	–	75,812,000	8.53
Substantial Shareholder (who are not Directors)						
Algotech Holdings Ltd.	99,849,680	11.24	–	–	99,849,680	11.24

Notes:

(1) Based on 888,427,918 Shares in issue as at the Latest Practicable Date.

(2) Pursuant to Section 7 of the Act, Soh Sai Kiang Philip is deemed to be interested in the 99,849,680 Shares held by Algotech Holdings Ltd., an investment holding company in the British Virgin Islands.

Save as disclosed in this Circular, the Directors and the Substantial Shareholders of the Company do not have any interest, whether direct or indirect, in the Shares.

4. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on pages N-1 and N-2 of this Circular will be held at 16 Arumugam Road, Lion Building D, #05-01, Seminar Room, Singapore 409961 on 29 July 2015 at 10.30 a.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be convened at 10.00 a.m. on the same day at the same venue), for the purpose of considering and, if thought fit, passing the Ordinary Resolution (with or without modifications) as set out in the Notice of EGM.

5. ACTIONS TO BE TAKEN BY SHAREHOLDERS

5.1 Appointment of Proxies

Shareholders who are unable to attend the EGM and wish to appoint a proxy to attend and vote at the EGM on their behalf, may complete, sign and return the proxy form ("**Shareholder Proxy Form**") attached to the Notice of EGM in accordance with the instructions printed thereon as soon as possible and in any event so as to reach the registered office of the Company at 67 Ubi Avenue 1 #06-02/03 Starhub Green Singapore 408942 not less than 48 hours before the time appointed for the holding of the EGM. The completion and return of the Shareholder Proxy Form by a Shareholder does not preclude him from attending and voting in person at the EGM in place of his proxy/proxies if he wishes to do so. In such event, the Shareholder Proxy Form will be deemed to be revoked.

5.2 When Depositor regarded as Shareholder

A Depositor shall not be entitled to attend and vote at the EGM unless he is shown to have Shares of the Company entered against his name in the Depository Register as certified by CDP not less than 48 hours before the time fixed for the EGM.

6. ABSTENTION FROM VOTING

All Directors who are entitled to participate in the ESAS, shall abstain from voting in respect of their holdings of Shares (if any) and shall not accept appointments as proxies for voting at the EGM in respect of the Ordinary Resolution relating to the ESAS unless specific instructions have been given in the proxy instrument on how the Shareholders wish their votes to be cast for the Ordinary Resolution relating to the ESAS.

Shareholders (including Group Employees, Group Executive Directors and Group Non-Executive Directors, who are also Shareholders) who are entitled to participate in the ESAS, should also abstain from voting at the EGM in respect of the Ordinary Resolution relating to the ESAS and should not accept nominations as proxies or otherwise for voting at the EGM in respect of such resolutions unless specific instructions have been given in the proxy instrument on how the Shareholders wish their votes to be cast for the Ordinary Resolution.

7. DIRECTORS' RECOMMENDATION

The Directors unanimously consider that the proposed adoption of the ESAS is in the best interests of the Company.

All Directors are interested in the ESAS by virtue of their eligibility to participate in the ESAS. They have accordingly abstained from making any recommendation on the Ordinary Resolution in respect of the proposed adoption of the ESAS. In view of their being potential Participants, all Directors who are also Shareholders shall abstain from voting at the EGM in respect of the Ordinary Resolution relating to the proposed adoption of the ESAS.

Each Director shall also decline to accept appointment as proxies for any Shareholder to vote on the ordinary resolution relating to the proposed adoption of the ESAS unless the Shareholder concerned shall have given instructions in his proxy form as to the manner in which the votes are to be cast in respect of the said resolution.

8. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information and opinions given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the proposed adoption of the ESAS, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in this Circular 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 Circular in its proper form and context.

9. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the Company's registered office at 67 Ubi Avenue 1 #06-02/03 Starhub Green Singapore 408942 during normal business hours from the date of this Circular up to and including the date of the EGM:

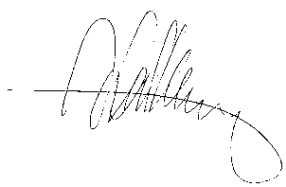
(a) the Memorandum and Articles of Association of the Company;

(b) the annual report of the Company for the financial year ended 31 March 2015;

(c) the rules of the ESOP; and

(d) the proposed rules of the ESAS.

Yours faithfully
For and on behalf of the Board of Directors of
ARTIVISION TECHNOLOGIES LTD.



Soh Sai Kiang Philip
Non-executive Chairman

APPENDIX A – RULES OF THE ARTIVISION SHARE AWARD SCHEME

1. NAME OF THE ESAS

This ESAS shall be called the "Artivision Share Award Scheme".

2. DEFINITIONS

In this ESAS, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Act**"	:	The Companies Act (Chapter 50) of Singapore, as amended or modified from time to time
"**Adoption Date**"	:	The date on which the ESAS is adopted by resolution of the Shareholders of the Company
"**Associate**"	:	(a) In relation to any Director, chief executive officer of the Company or a Controlling Shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and (b) In relation to a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
"**Auditors**"	:	The auditors of the Company for the time being
"**Board**"	:	The board of Directors for the time being of the Company
"**Catalist**"	:	The Catalist board of the SGX-ST
"**Catalist Rules**"	:	The SGX-ST Listing Manual, Section B: Rules of Catalist, as amended, supplemented or modified from time to time
"**CDP**"	:	The Central Depository (Pte) Limited

"**Committee**"	:	The Remuneration Committee of the Company for the time being, duly authorised and appointed by the Board to administer the ESAS pursuant to the Rules
"**Company**"	:	Artivision Technologies Ltd.
"**Control**"	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
"**Controlling Shareholder**"	:	A person who: (a) holds directly or indirectly 15% or more of the nominal amount of all voting Shares in the Company (unless the SGX-ST determines that such a person is not a Controlling Shareholder of the Company); or (b) in fact exercises Control over the Company
"**CPF**"	:	Central Provident Fund
"**Date of Grant**"	:	In relation to an ESAS Award, the date on which the ESAS Award is granted to a Participant
"**Director**"	:	The directors of the Company
"**ESAS**"	:	The Artivision Share Award Scheme, as the same may be modified or altered from time to time
"**ESAS Award**"	:	A contingent award of Shares granted under Rule 5
"**ESAS Award Letter**"	:	A letter in such form as the Committee shall approve confirming an ESAS Award granted to a Participant by the Committee
"**Group**"	:	The Company and its subsidiaries
"**Group Employee**"	:	A full-time employee of the Group (including any Group Executive Director)
"**Group Executive Director**"	:	A director from time to time of the Group, holding office in an executive capacity in the Group
"**Group Non-Executive Director**"	:	A director (including an independent Director) from time to time of the Company and its subsidiaries, other than a Group Executive Director
"**Market Day**"	:	A day on which the SGX-ST is open for trading of securities

"**Market Price**"	:	The average of the dealt price for a Share as determined by reference to the last dealt prices of the Shares on SGX-ST for the five (5) consecutive Market Days immediately preceding the date on which the ESAS Award shall be vested
"**month**"	:	Calendar month
"**New Shares**"	:	The new Shares which may be allotted and issued from time to time pursuant to the vesting of ESAS Awards granted under the ESAS
"**Participant**"	:	A person who is selected by the Committee to participate in the ESAS
"**Performance-related ESAS Award**"	:	An ESAS Award in relation to which a Performance Target is specified
"**Performance Period**"	:	In relation to a Performance-related ESAS Award, a period, the duration of which is to be determined by the Committee on the Date of Grant, during which the Performance Target is to be satisfied
"**Performance Target**"	:	In relation to a Performance-related ESAS Award, the performance targets prescribed by the Committee to be fulfilled by a Participant for any particular period under the ESAS
"**Record Date**"	:	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders of the Company must be registered with the Company or with CDP, as the case may be, in order to participate in the dividends, rights, allotments or other distributions (as the case may be)
"**Release**"	:	In relation to an ESAS Award, the release at the end of the Vesting Period relating to that ESAS Award of all or some of the Shares to which that ESAS Award relates in accordance with Rule 7 and, to the extent that any Shares which are the subject of the ESAS Award are not released pursuant to Rule 7, the ESAS Award in relation to those Shares shall lapse accordingly, and "Released" shall be construed accordingly
"**Released ESAS Award**"	:	An ESAS Award in respect of which the Vesting Period relating to that ESAS Award has ended and which has been released in accordance with Rule 7
"**Rules**"	:	Rules of the ESAS and any reference to a particular Rule shall be construed accordingly

"**Securities Account**"	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
"**SGX-ST**"	:	The Singapore Exchange Securities Trading Limited
"**Shareholders**"	:	Registered holders of Shares in the Register of Members of the Company, except that where the registered holder is CDP, the term "**Shareholders**" shall, in relation to such Shares and where the context so admits, mean the Depositors in the Depository Register maintained by the CDP and whose Securities Accounts are credited with those Shares. Any reference to Shares held by or shareholdings of Shareholders shall include Shares standing to the credit of their respective Securities Accounts
"**Shares**"	:	Ordinary shares in the capital of the Company
"**subsidiary**"	:	A company (whether incorporated within or outside Singapore and wheresoever resident) being a subsidiary for the time being of the Company within the meaning of Section 5 of the Act and "subsidiaries" shall be construed accordingly
"**Vesting**"	:	In relation to Shares which are the subject of a Released ESAS Award, the absolute entitlement to all or some of the Shares which are the subject of a Released ESAS Award and "Vest" and "Vested" shall be construed accordingly
"**Vesting Date**"	:	In relation to Shares which are the subject of a Released ESAS Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have vested pursuant to Rule 7
"**Vesting Period**"	:	In relation to an ESAS Award, a period or periods, the duration of which is to be determined by the Committee at the Date of Grant

Currencies, Units and Others

"**S$**" and "**cents**" or "**¢**"	:	Singapore dollars and cents, respectively; and
"**%**" or "**per cent.**"	:	Percentage or per centum.

The terms "**Depositor**", "**Depository Agent**" and "**Depository Register**" shall have the meanings ascribed to them respectively by Section 130A of the Act or any statutory modification thereof, as the case may be. The term "**treasury shares**" shall have the meaning ascribed to it in the 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 include corporations.

Any reference in this ESAS to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any term or word defined under the Securities and Futures Act (Chapter 289) of Singapore, the Act, the Catalist Rules or any statutory or regulatory modification thereof and used in this ESAS shall where applicable have the same meaning ascribed to it under the Securities and Futures Act (Chapter 289) of Singapore, the Act, the Catalist Rules or such statutory modification, as the case may be, unless otherwise provided.

Any reference to a time of day in this ESAS shall be a reference to Singapore time unless otherwise stated.

The headings in this ESAS are inserted for convenience only and shall be ignored in construing this ESAS.

3. OBJECTIVES OF THE ESAS

The ESAS is a performance incentive scheme which will form an integral part of the Group's incentive compensation program.

The purpose of the ESAS is to provide an opportunity for Group Employees and Group Executive Directors, who have met Performance Targets, to be remunerated not just through cash bonuses but also with an equity stake in the Company. The ESAS is also extended to the Group Non-Executive Directors.

The Company believes that the retention of outstanding employees within the Group is paramount to the Group's long-term objective of pursuing continuous growth and expansion in its business and operations. Through the implementation of the ESAS, the Company hopes to provide an opportunity for Participants to participate in the equity of the Company, thereby inculcating a stronger sense of identification with the long term prosperity of the Group and promoting organisational commitment, dedication and loyalty towards the Group.

The Group also acknowledges that it is important to preserve financial resources for future business developments and to withstand difficult times. As such, one of the Group strategies is to contain the remuneration of its employees and executives, which is a major component of the Group's operating costs.

The ESAS is formulated with these objectives in mind. It is hoped that through the ESAS, the Company would be able to remain an attractive and competitive employer and better able to manage its fixed overhead costs without compromising on performance standards and efficiency.

4. ELIGIBILITY OF SELECTED PERSONS

4.1 Any person shall be eligible to participate in the ESAS at the absolute discretion of the Committee if at the Date of Grant:

(a) he shall be:

(i) a Group Employee;

(ii) a Group Executive Director; or

(iii) a Group Non-Executive Director (including independent Director) who, in the opinion of the Committee, has contributed or will contribute to the success and development of the Group;

(b) he shall have attained the age of twenty-one (21) years; and

(c) he shall not be an undischarged bankrupt and must not have entered into a composition with his creditors.

4.2 Group Employees, Group Executive Directors and Group Non-Executive Directors who are also Controlling Shareholders and their Associates are also eligible to participate in the ESAS provided that the terms of each grant and the actual number of ESAS Awards granted under the ESAS to a Participant who is a Controlling Shareholder or an Associate of a Controlling Shareholder shall be approved by the independent Shareholders in a separate resolution.

4.3 The participation of the Controlling Shareholders and their Associates is subject to the following:

(a) written justification has been provided to Shareholders for their participation at the introduction of the ESAS or prior to the first grant of ESAS Awards to them;

(b) the actual number and terms of any ESAS Awards to be granted to them have been specifically approved by independent Shareholders in a general meeting in separate resolutions for each such Controlling Shareholder or his Associates;

(c) all conditions for their participation in the ESAS as may be required by the regulation of the SGX-ST from time to time are satisfied;

(d) the aggregate of the number of Shares comprised in ESAS Awards granted to Controlling Shareholders and their Associate(s) under the ESAS shall not exceed twenty-five per cent. (25%) of the total number of Shares (comprised in ESAS Awards and/or Options) which may be granted under the ESAS, and the ESOP; and

(e) the aggregate of the number of Shares in respect of ESAS Awards granted to each Controlling Shareholder or their Associate(s) under the ESAS shall not exceed ten per cent. (10%) of the total number of Shares (comprised in ESAS Awards and/or Options) which may be granted under the ESAS and the ESOP.

4.4 For the purposes of this paragraph, the secondment of a Group Employee from one company within the Group to another company within the Group shall not be regarded as a break in his employment or his employment having ceased by reason only of such secondment to be a full-time employee of the Group.

4.5 There shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by the Company or any other company within the Group.

4.6 Subject to the Act and any requirement of the SGX-ST, the terms of eligibility for participation in the ESAS may be amended from time to time at the absolute discretion of the Committee.

4.7 The eligibility of Participants to participate in the ESAS, and the number of Shares which are the subject of each ESAS Award to be granted to Participants in accordance with the ESAS and the Vesting Period shall be determined at the absolute discretion of the Committee.

5. GRANT OF ESAS AWARDS

5.1 Subject as provided in Rule 8, the Committee may grant ESAS Awards to Group Employees, Group Executive Directors and Group Non-Executive Directors as the Committee may select in its absolute discretion, at any time during the period when the ESAS is in force.

5.2 The Committee shall decide, in its absolute discretion, in relation to each ESAS Award:

(a) the Participant;

(b) the Date of Grant;

(c) the number of Shares which are the subject of the ESAS Award;

(d) the Performance Target(s) for the Participant, if deemed necessary;

(e) the prescribed Vesting Period(s);

(f) the extent to which Shares which are the subject of that ESAS Award shall be Released at the end of each prescribed Vesting Period;

(g) in relation to a Performance-related ESAS Award, the extent to which the Shares under that ESAS Award shall be Released on the prescribed Performance Target(s) being satisfied (whether fully or partially) or exceeded, as the case may be, at the end of the prescribed Performance Period and upon the expiry of the prescribed Vesting Period. Subject to Rule 5.3, no Shares under the ESAS Award shall be Released for the portion of the prescribed Performance Target(s) which is not satisfied by the Participant at the end of the prescribed Performance Period and upon the expiry of the prescribed Vesting Period; and

(h) such other conditions which the Committee may determine in its sole discretion in relation to that ESAS Award.

5.3 The Committee may amend or waive the Performance Period and/or the Performance Target in respect of any ESAS Award in the case of a Performance-related ESAS Award, if anything happens which causes the Committee to conclude that:

(a) a changed Performance Target would be a fairer measure of performance, and would be no less difficult to satisfy; or

(b) the Performance Target should be waived as the Participant has achieved a level of performance that the Committee considers satisfactory notwithstanding that the Performance Target may not have been fulfilled,

and shall notify the Participants of such change or waiver (but accidental omission to give notice to any Participant(s) shall not invalidate any such change or waiver).

5.4 The selection of a Participant and the number of Shares which are the subject of each ESAS Award to be granted to a Participant in accordance with the ESAS shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as his rank, job performance, years of service and potential for future development, his contribution to the success and development of the Group and the extent of effort required to achieve the Performance Target within the Performance Period.

5.5 As soon as reasonably practicable after making an ESAS Award, the Committee shall send to each Participant an ESAS Award Letter confirming the ESAS Award and specifying in relation to the ESAS Award:

(a) the Date of Grant;

(b) the number of Shares which are the subject of the ESAS Award;

(c) the prescribed Vesting Period(s);

(d) the extent to which Shares which are the subject of that ESAS Award shall be released at the end of each prescribed Vesting Period;

(e) in the case of a Performance-related ESAS Award, the Performance Period and the Performance Target; and

(f) such other conditions which the Committee may determine in its sole discretion in relation to that ESAS Award.

5.6 Participants are not required to pay for the grant of ESAS Awards.

5.7 An ESAS Award or Released ESAS Award shall be personal to the Participant to whom it is granted and no ESAS Award or Released ESAS Award or any rights thereunder shall be transferred, charged, assigned, pledged, mortgaged, encumbered or otherwise disposed of, in whole or in part, and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an ESAS Award or Released ESAS Award, that ESAS Award or Released ESAS Award shall immediately lapse.

6. EVENTS PRIOR TO THE VESTING PERIOD

6.1 An ESAS, to the extent not yet Released, shall forthwith become void and cease to have effect on the occurrence of any of the following events (and in such an event, the Participant shall have no claim whatsoever against the Company, its Directors or employees):

(a) a Participant, being a Group Employee, ceasing for any reason whatsoever (including but not limited to ill health, injury or disability), to be in the employment of the Company and/or the relevant subsidiary or in the event the company by which the Employee is employed ceases to be a company of the Group;

(b) a Participant, being a Group Executive Director or a Group Non-Executive Director, ceasing to be a Director of the Company and/or the relevant subsidiary, as the case may be, for any reason whatsoever;

(c) upon the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of or interest in such ESAS Award; or

(d) if a Participant dies before an ESAS Award is Released, the ESAS Award shall in such circumstances be given to the personal representatives of the Participant;

(e) a Participant commits any breach of any of the terms of his ESAS Award; and/or

(f) misconduct on the part of a Participant as determined by the Committee in its discretion.

6.2 For the purpose of Rule 6.1(a) above, a Group Employee shall be deemed to have ceased to be in the employment of the Company or a subsidiary (as the case may be) on the date on which he gives notice of termination of employment, unless prior to the date on which termination takes effect, the Group Employee has with the consent of the Company or the subsidiary (as the case may be) withdrawn such notice.

6.3 For the purpose of Rule 6.1(b), a Participant shall be deemed to have ceased to be a Group Executive Director or a Group Non-Executive Director as of the date the notice of resignation of or termination of directorship, as the case may be, is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

6.4 The Committee may in its absolute discretion and on such terms and conditions as it deems fit, preserve all or any part of any ESAS Award notwithstanding the provisions of any other Rules including Rules 6.1 and 7. Further to such exercise of discretion, the ESAS Awards shall be deemed not to have become void nor cease to have effect in accordance with the relevant provisions in Rule 6.1.

6.5 Notwithstanding any rules herein save for Rule 6.9, in the event of a take-over offer being made for the Shares, in relation to Performance-related ESAS Awards, a Participant shall be entitled to ESAS Awards if he has met the Performance Target within the period commencing on the date on which such offer for a take-over of the Company is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:

(a) the expiry of six (6) months thereafter, unless prior to the expiry of such six (6) month period, at the recommendation of the offeror and with the approvals of the Committee and the SGX-ST, such expiry date is extended to a later date (in either case, being a date falling not later than the last day of date on which the Performance Target are to be fulfilled); or

(b) the date of expiry of the period for which the Performance Period are to be fulfilled.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Participants shall be obliged to fulfill such Performance Targets until the expiry of such specified date or the expiry date of the Performance Period relating thereto, whichever is earlier, before an ESAS Award can be vested.

6.6 If under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, each Participant shall be entitled, notwithstanding any rules herein save for Rule 6.9, to any ESAS Awards so determined by the Committee to be vested in him during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of sixty (60) days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later.

6.7 If an order is made for the winding-up of the Company on the basis of its insolvency, all ESAS Awards, notwithstanding that they may have been so vested shall be deemed or become null and void.

6.8 In relation to Performance-related ESAS Awards, in the event of a members' voluntary winding-up (other than for amalgamation or reconstruction), the ESAS Awards shall so vest in the Participants for so long as, in the absolute determination by the Committee, the Participants have met the Performance Target(s) prior to the date that the members' voluntary winding-up shall be deemed to have been commenced or effective in law.

6.9 If in connection with the making of a general offer referred to in Rule 6.5 or the scheme referred to in Rule 6.6 or the winding-up referred to in Rule 6.8, arrangements are made which are confirmed in writing by the Auditors (acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the payment of cash or by any other form of benefit, no ESAS Award shall be made in such circumstances.

7. RELEASE OF ESAS AWARDS

7.1 Subject to legislation and rules of the SGX-ST such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to the compliance with the terms of the ESAS and the Memorandum and Articles of Association of the Company, the Company will have the flexibility to deliver Shares to Participants upon Vesting of their ESAS Awards by the following means as it deems fit in its sole and absolute discretion:

(a) the allotment and issue to each Participant of the number of New Shares, deemed to be fully paid or credited upon their allotment and issuance;

(b) delivering existing Shares to the Participants, whether such existing Shares are acquired pursuant to a share purchase mandate or (to the extent permitted by law) held as treasury shares or otherwise; and/or

(c) payment of the aggregate Market Price of the Shares in cash in lieu of allotment or transfer.

In determining whether to issue New Shares, or to purchase existing Shares to satisfy the ESAS Awards, the Committee shall have the right to take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of either issuing New Shares or purchasing existing Shares.

The Committee will take into account factors such as (but not limited to) the cost to the Company of releasing an ESAS Award, wholly or partly, in the form of cash rather than Shares. In considering the cost factor, the Committee will take into account relevant factors such as taxation issues arising from the issue of New Shares and/or purchase of existing Shares and the payment of cash, the availability of cash for payment and the cost of funding the cash payment, if necessary.

7.2 In relation to each Performance-related ESAS Award, as soon as reasonably practicable after the end of the relevant Performance Period, the Committee shall review the Performance Target(s) specified in respect of that ESAS Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied.

The Committee shall have the discretion to determine whether the Performance Target has been satisfied (whether fully or partially) or exceeded and, in making any such determination, the Committee shall have the right to make reference to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events.

Subject to the following:–

(i) in relation to a Performance-related ESAS Award, the Committee having determined that the Performance Target has been satisfied;

(ii) the relevant Participant (being a Group Employee) having continued to be a Group Employee from the Date of Grant up to the end of the relevant Vesting Period;

(iii) the Committee being of the opinion that the job performance of the relevant Participant has been satisfactory;

(iv) such consents (including any approvals required by the SGX-ST) as may be necessary;

(v) compliance with the terms of the ESAS Award, the ESAS, the Memorandum and Articles of Association of the Company;

(vi) where Shares are to be allotted or transferred on the release of an ESAS Award, the Participant having a securities account with CDP and compliance with the applicable requirements of CDP; and

(vii) where new Shares are to be allotted on the release of an ESAS Award, the Company being satisfied that the Shares which are the subject of the Released ESAS Award will be listed for quotation on the SGX-ST,

if the Committee determines in its sole discretion that the Performance Target(s) has not been satisfied or if the relevant Participant (being a Group Employee) has not continued to be a Group Employee from the Date of Grant up to the end of the relevant Performance Period, that ESAS Award shall lapse and be of no value.

7.3 The Company shall release Shares to a Participant to which his ESAS Award relates on the Vesting Date upon the expiry of each Vesting Period in relation to an ESAS Award. Shares which are the subject of a Released ESAS Award shall be vested to a Participant on the Vesting Date, which shall be a Market Day falling as soon as practicable after the Release of such ESAS Award and, the Company shall within ten (10) Market Days after the Vesting Date, allot the relevant Shares and despatch to CDP the relevant share certificates by ordinary post or such other mode as the Committee may deem fit, or in the case of a transfer of Shares, do such acts or things which are necessary for the transfer to be effective.

7.4 Where new Shares are allotted upon the Vesting of any ESAS Award, the Company shall, as soon as practicable after such allotment, apply to the SGX-ST for the listing and quotation of such Shares.

7.5 Shares which are allotted or transferred on the Release of an ESAS Award to a Participant shall be registered in the name of, or transferred to, CDP to the credit of the securities account of that Participant maintained with CDP or the securities sub-account of that Participant maintained with a Depository Agent.

7.6 New Shares allotted and issued and/or Shares transferred, upon the Release of an ESAS Award shall:

(a) be subject to all the provisions of the Memorandum and Articles of Association of the Company; and

(b) rank for any dividend, right, allotment or other distribution on the Record Date of which is on or after the relevant Vesting Date and (subject as aforesaid) will rank *pari passu* in all respects with the Shares then existing.

7.7 If payment in cash for the aggregate Market Price of the Shares is to be made in lieu of allotment or transfer, the payment shall be made within ten (10) Market Days after the Vesting Date of the ESAS Award.

7.8 The "aggregate Market Price" of the Shares to be paid in cash to a Participant in lieu of allotment or transfer, shall be calculated in accordance with the following formula:

A = B x C

Where:

A is the aggregate Market Price of the Shares to be paid to the Participant in lieu of all or some of the Shares to be issued or transferred upon the Release of an ESAS Award;

B is the Market Price of each Share; and

C is such number of Shares (as determined by the Committee in its sole and absolute discretion) to be vested to a Participant upon the Release of the ESAS Award in accordance with these rules.

8. LIMITATION ON THE SIZE OF THE ESAS

8.1 The total number of new Shares which may be issued pursuant to ESAS Awards granted on any date, when added to the number of new Shares issued and/or issuable in respect of all ESAS Awards granted under the ESAS and any other share-based incentive schemes of the Company, shall not exceed fifteen per cent (15%) of the issued share capital of the Company (excluding treasury shares) from time to time.

8.2 The following limits must not be exceeded:

(i) the aggregate of the number of new Shares which may be issued pursuant to ESAS Awards granted to the Controlling Shareholders and their Associate(s) under the ESAS shall not exceed twenty five per cent. (25%) of the total number of Shares comprised in ESAS Awards which may be granted under the ESAS; and

(ii) the aggregate of the number of new Shares which may be issued pursuant to ESAS Awards granted to each Controlling Shareholder and his Associate(s) under the ESAS shall not exceed ten per cent. (10%) of the total number of Shares comprised in ESAS Awards which may be granted under the ESAS.

8.3 The number of existing Shares which may be purchased from the market for delivery pursuant to the Release of ESAS Awards granted under the ESAS will not be subject to any limit. Alternatively, the Company may make a release of ESAS Awards in cash instead of Shares and Participants entitled to such ESAS Awards will receive in lieu of Shares, the aggregate market value of such Shares. Such methods will not be subject to any limit as they do not involve the issue of any New Shares.

9. ADJUSTMENTS EVENTS

9.1 If a variation in the issued share capital of the Company (whether by way of a capitalisation of profits or reserves, rights issue, capital reduction, subdivision, consolidation of Shares, distribution or otherwise) shall take place, then:

(a) the number of Shares which are the subject of an ESAS Award to the extent not yet vested and the rights attached thereto; and/or

(b) the number of Shares in respect of which ESAS Awards may be granted under the ESAS,

shall be adjusted in such manner as the Committee may determine at its own discretion to be appropriate.

9.2 Unless the Committee considers an adjustment to be appropriate, the following events shall not normally be regarded as a circumstance requiring adjustment:

(a) the issue of securities as consideration for an acquisition or a private placement of securities;

(b) the increase in the number of issued Shares as a consequence of the exercise of options or other convertibles entitling holders of such options or convertibles to acquire Shares in the capital of the Company;

(c) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force; and

(d) the increase in the issued share capital of the Company as a consequence of the delivery of New Shares pursuant to the Vesting of the ESAS Awards from time to time by the Company or through any other share-based incentive schemes implemented by the Company.

9.3 Notwithstanding the provisions of Rule 9.1:

(a) any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable; and

(b) no adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive.

9.4 Upon any adjustment being made pursuant to this Rule 9.1, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the number of Shares thereafter to be issued on the Vesting of an ESAS Award and the date on which such adjustment shall take effect.

9.5 Notwithstanding the provisions of Rule 9.1 or that no adjustment is required under the provisions of the ESAS, the Committee may, in any circumstances where it considers that no adjustment should be made or that it should take effect on a different date or that an adjustment should be made to any of the matters referred to in Rule 9.1 notwithstanding that no adjustment is required under the said provisions (as the case may be), request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate as the case may be, and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be in their opinion appropriate.

10. ADMINISTRATION OF THE ESAS

10.1 The ESAS shall be administered by the Committee in its absolute discretion, with such powers and duties as are conferred on it by the Board, provided that no member of the Committee shall participate in any deliberation or decision in respect of ESAS Awards granted or to be granted to him or held by him.

10.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the ESAS) for the implementation and administration of the ESAS, to give effect to the provisions of the ESAS and/or to enhance the benefit of the ESAS Awards and the Released ESAS Awards to the Participants, as it may, in its absolute discretion, think fit.

10.3 Any decision of the Committee made pursuant to any provision of the ESAS (other than a matter to be certified by the Auditors) shall be final and binding (including any decisions pertaining to the number of Shares to be vested) or to disputes as to the interpretation of the ESAS or any rule, regulation, procedure thereunder or as to any rights under the ESAS).

10.4 The Company shall bear the costs of establishing and administering the ESAS.

10.5 Neither the ESAS nor the grant of ESAS Awards under the ESAS shall impose on the Company or the Committee or any of its members any liability whatsoever in connection with:

(a) the lapsing of any ESAS Awards pursuant to any provision of the ESAS;

(b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of any discretion under the ESAS; and/or

(c) any decision or determination of the Committee made pursuant to any provision of the ESAS.

11. NOTICES AND COMMUNICATIONS

11.1 A Participant shall not by virtue of being granted any ESAS Award be entitled to receive copies of any notices or other documents sent by the Company to the Shareholders.

11.2 Any notice or other communication between the Company and a Participant may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office and, in the case of the Participant, his address as notified by him to the Company from time to time.

11.3 Any notice or other communication sent by post:

(a) by the Company shall be deemed to have been received twenty-four (24) hours after the same was put in the post properly addressed and stamped; and

(b) by the Participant shall be deemed to have been received when the same is received by the Company at the registered office of the Company.

12. MODIFICATIONS TO THE ESAS

12.1 Any or all the provisions of the ESAS may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:

(a) no modification or alteration shall be made which would adversely affect the rights attached to any ESAS Award granted prior to such modification or alteration except with the prior consent in writing of such number of Participants who, if their ESAS Awards were Released to them upon the expiry of all the Vesting Periods applicable to their ESAS Awards, would be entitled to not less than three-quarters of the aggregate number of the Shares which would be issued in full pursuant to all outstanding ESAS Awards upon the expiry of all the Vesting Periods applicable to all such outstanding ESAS Awards;

(b) no modification or alteration which would be to the advantage of Participants shall be made except with the prior approval of the Shareholders of the Company in general meeting; and

(c) no modification or alteration shall be made without due compliance with the Catalist Rules and such other regulatory authorities as may be necessary.

For the purposes of Rule 12.1(a), the opinion of the Committee as to whether any modification or alteration would adversely affect the rights attached to any ESAS Award shall be final, binding and conclusive. For the avoidance of doubt, nothing in this Rule 12.1 shall affect the right of the Committee under any other provision of the ESAS or adjust any ESAS Award.

12.2 Notwithstanding anything to the contrary contained in Rule 12.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST if required) amend or alter the ESAS in any way to the extent necessary to cause the ESAS to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).

12.3 Written notice of any modification or alteration made in accordance with this Rule 12 shall be given to all Participants but accidental omission to give notice to any Participant(s) shall not invalidate any such modifications or alterations.

13. TERMS OF EMPLOYMENT UNAFFECTED

Notwithstanding the provisions of any other Rule:

(a) the ESAS or any ESAS Award shall not form part of any contract of employment between the Company and/or any subsidiary and/or any Group Employee, Group Executive Director or Group Non-Executive Director and the rights and obligations of any individual under the terms of the office or employment with any such company shall not be affected by his participation in the ESAS or any right which he may have to participate in it or any ESAS Award which he may be granted and the ESAS or any ESAS Award shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever (whether lawful or not); and

(b) the ESAS shall not confer on any person any legal or equitable rights (other than those constituting the ESAS Awards themselves) against the Company and/or any subsidiary directly or indirectly or give rise to any cause of action at law or in equity against any such company, its directors or employees.

14. DURATION OF THE ESAS

14.1 The ESAS shall continue to be in operation at the discretion of the Committee for a maximum period of ten (10) years commencing on the Adoption Date, provided always that the ESAS may, subject to applicable laws and regulations, continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

14.2 The ESAS may be terminated at any time by the Committee and by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the ESAS is so terminated, no further ESAS Awards shall be granted by the Company hereunder.

14.3 The termination of the ESAS shall not affect ESAS Awards which have been granted, whether such ESAS Awards have been Released (whether fully or partially) or not.

15. ANNUAL REPORT DISCLOSURE

In compliance with disclosure requirements and/or Catalist Rules and/or applicable laws, the Company will disclose information relating to ESAS Awards granted pursuant to the ESAS, including but not limited to disclosures relating to the following in its annual reports during the operation of the ESAS:

(i) the names of the members of the Committee;

(ii) in respect of the following Participants:

(a) Participants who are Directors of the Company;

(b) Participants who are Controlling Shareholders and each of their Associates; and

(c) Participants (other than those in paragraphs 15(ii)(a) and 15(ii)(b) above) who receive five per cent. (5%) or more of the total number of ESAS Awards available under the ESAS, the following information:

(1) name of the Participant;

(2) ESAS Awards granted during the financial year under review (including terms);

(3) the aggregate number of Shares comprised in ESAS Awards granted to such Participant since the commencement of the ESAS to the end of the financial year under review;

(4) the aggregate number of Shares comprised in ESAS Awards granted to such Participant which have vested since the commencement of the ESAS to the end of the financial year under review, and in respect of such ESAS Awards, the proportion of Shares issued or transferred upon the release of the vested ESAS Awards; and

(5) the aggregate number of Shares comprised in ESAS Awards granted to such Participant under the ESAS which have not been released as at the end of the financial year under review.

(iii) In respect of ESAS Awards granted to the directors and employees of the parent company and its subsidiaries:

(a) the names of and number and terms of grant of Shares comprised in ESAS Awards to each director or employee of the parent company and its subsidiaries who receives five per cent. (5%) or more of the total number of ESAS Awards available to all directors and employees of the parent company and its subsidiaries under the scheme, during the financial year under review; and

(b) the aggregate number of Shares comprised in ESAS Awards granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the ESAS to the end of the financial year under review;

(c) any other information required to be so disclosed pursuant to the Catalist Rules and all other applicable laws and requirements.

Provided that if any of the above requirements is not applicable, an appropriate negative statement should be included therein.

(iv) An immediate announcement must be made on the date of an ESAS Award and provide details of the grant, including the following:

(a) Date of Grant;

(b) Market Price of the Shares on the date of grant of the ESAS Award;

(c) Number of Shares granted;

(d) Number of ESAS Awards granted to each Director and Controlling Shareholder (and each of their Associates) under the ESAS; and

(e) the Vesting Period in relation to the ESAS Award.

16. TAXES, COSTS AND EXPENSES OF THE ESAS

16.1 Notwithstanding anything herein, each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment of any Shares or transfer of Shares pursuant to the Release of any ESAS Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a CDP Depository Agent.

16.2 The Participants shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or vesting of the relevant ESAS Award. All taxes (including income tax) arising from the grant or vesting of any ESAS Award under the ESAS shall be borne by that Participant. The Company shall not be responsible for any failure by the Participant to obtain any such consent or for any tax or other liability to which the Participant may become subject to as a result of his participation in the ESAS.

17. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Company, its Directors or employees or the Committee shall not under any circumstances be held liable for any costs, losses, expenses, liabilities or damages whatsoever and howsoever arising in respect of any matter under or in connection with the ESAS, including but not limited to any delay or failure to issue the Shares or procure the transfer of the Shares or to apply for or procure the listing of New Shares on the SGX-ST in accordance with Rules 7.3 and 7.4 (and any other stock exchange on which the Shares are quoted or listed).

18. DISPUTES

Any disputes or differences of any nature arising hereunder (other than matters to be confirmed by the Auditors in accordance with the ESAS) shall be referred to the Committee and its decision shall be final and binding in all respects (including any decisions pertaining to disputes as to interpretation of the ESAS or any Rule, regulation, procedure thereunder or as to any rights under the ESAS).

19. GOVERNING LAW

The ESAS shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by being granted ESAS Awards in accordance with the ESAS, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

This page has been intentionally left blank.

NOTICE OF EXTRAORDINARY GENERAL MEETING

ARTIVISION TECHNOLOGIES LTD.

(Incorporated in the Republic of Singapore)
(Company Registration No.: 200407031R)

NOTICE IS HEREBY GIVEN THAT an EXTRAORDINARY GENERAL MEETING ("**EGM**") of the Company will be held at 16 Arumugam Road, Lion Building D, #05-01, Seminar Room, Singapore 409961 on Wednesday, 29 July 2015 at 10.30 a.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be convened at 10.00 a.m. on the same day and at the same venue) for the purpose of considering and, if thought fit, passing the following resolution:

ORDINARY RESOLUTION:

THE PROPOSED ADOPTION OF THE ARTIVISION SHARE AWARD SCHEME

THAT:

(a) a share award scheme to be known as the "Artivision Share Award Scheme" (the "**ESAS**"), substantially in the form set out in the rules of the ESAS, the details and rules, a summary of which is set out in the Circular to Shareholders dated 13 July 2015, under which awards ("**ESAS Awards**") of fully-paid ordinary shares in the capital of the Company ("**Shares**"), their equivalent cash value or combinations thereof will be granted, free of payment, to selected employees of the Company and its subsidiaries, including directors of the Company and its subsidiaries, be and is hereby approved and adopted;

(b) the Directors of the Company be and are hereby authorised:

(i) to establish and administer the ESAS;

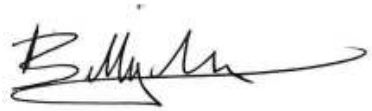
(ii) to modify and/or amend the ESAS from time to time, provided that such modification and/or amendment is effected in accordance with the provisions of the ESAS and to do all such acts and to enter into such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the ESAS;

(iii) to grant ESAS Awards in accordance with the provisions of the ESAS and to allot, issue, transfer and/or deliver from time to time such number of fully paid-up Shares as may be required to be issued or delivered pursuant to the Vesting of ESAS Awards under the ESAS, provided that the aggregate number of Shares to be issued or delivered pursuant to the ESAS and pursuant to all other share option or other share schemes of the Company shall not exceed fifteen per cent. (15%) of the total number of issued Shares of the Company (excluding any treasury shares) at any time and from time to time;

(iv) subject to the same being allowed by law, to apply any share purchased or acquired under any share purchase mandate and to deliver such existing Shares (including any treasury shares) towards the satisfaction of ESAS Awards granted under the ESAS; and

(v) to complete and do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient, incidental or in the interests of the Company to give effect to the transactions contemplated and authorised by this resolution.

By Order of the Board



Lau Yan Wai
Company Secretary

Singapore
13 July 2015

Notes:

1. A member of the Company entitled to attend and vote at the Extraordinary General Meeting of the Company (the "**EGM**") is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.
2. Where a member of the Company appoints two (2) proxies, he/she shall specify the proportion of his/her shareholding to be represented by each proxy in the instrument appointing the proxies.
3. If the appointer is a corporation, the instrument appointing the proxy must be executed under seal or the hand of its duly authorised officer or attorney.
4. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 67 Ubi Avenue 1 #06-02/03 Starhub Green Singapore 408942 not less than forty-eight (48) hours before the time appointed for holding the EGM.

Personal Data Privacy:

Where a member of the Company submits an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM of the Company 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) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM of the Company (including any adjournment thereof) and the preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM of the Company (including any adjournment thereof), and in order for the Company (or its agents) 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), 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) 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.

*This notice has been prepared by the Company and its contents have been reviewed by the Company's sponsor ("**Sponsor**"), Canaccord Genuity Singapore Pte. Ltd. for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited ("**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 and the SGX-ST assumes 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 Ms Goh Mei Xian, Deputy Head of Continuing Sponsorship, Canaccord Genuity Singapore Pte. Ltd. at 77 Robinson Road #21-02 Singapore 068896, telephone (65) 6854 6160.

ARTIVISION TECHNOLOGIES LTD.

(Company Registration No. 200407031R)
(Incorporated in the Republic of Singapore)

PROXY FORM

(Please see notes overleaf before completing the Proxy Form)

I/We, _____ (Name) NRIC/Passport No.* _____

of _____
being a member/members* of Artivision Technologies Ltd. (the "**Company**"), hereby appoint:

Name	**NRIC/Passport No.**	**Proportion of Shareholdings**	
		No. of Shares	**%**
Address			

and/or (delete as appropriate)

Name	**NRIC/Passport No.**	**Proportion of Shareholdings**	
		No. of Shares	**%**
Address			

or failing the person, or either or both of the persons, referred to above, the Chairman of the Extraordinary General Meeting ("**EGM**") as my/our* proxy/proxies* to vote for me/us on my/our behalf at the EGM of the Company to be held at 16 Arumugam Road, Lion Building D, #05-01, Seminar Room, Singapore 409961 on Wednesday, 29 July 2015 at 10.30 a.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be convened at 10.00 a.m. on the same day and at the same venue). I/We* direct my/our* proxy/proxies* to vote for or against the Resolution proposed at the EGM as indicated hereunder. If no specific direction as to voting is given or in the event of any other matter arising at the EGM and at any adjournment thereof, the proxy/proxies will vote or abstain from voting at his/her* discretion. The authority herein includes the right to demand or to join in demanding a poll and to vote on a poll.

(Please indicate your vote "For" or "Against" with a tick [√] within the box provided.)

Resolution relating to:	**For**	**Against**
The Proposed Adoption of the Artivision Share Award Scheme		

Dated this _____ day of _____ 2015

Total number of Shares in:	**No. of Shares**
(a) Depository Register	
(b) Register of Members	

_____

Signature of Shareholder(s)
Of Common Seal of Corporate Shareholder

* Delete where inapplicable

Notes:

1. Please insert the total number of shares held by you. If you have shares entered against your name in the Depository Register (as defined in Section 130A of the Companies Act, Chapter 50 of Singapore), you should insert that number of shares. If you have shares registered in your name in the Register of Members, you should insert that number of shares. If you have shares entered against your name in the Depository Register and shares registered in your name in the Register of Members, you should insert the aggregate number of shares entered against your name in the Depository Register and registered in your name in the Register of Members. If no number is inserted, the instrument appointing a proxy or proxies shall be deemed to relate to all the shares held by you.

2. A member of the Company entitled to attend and vote at the EGM of the Company is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead. A proxy need not be a member of the Company.

3. Where a member appoints two (2) proxies, the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy shall be specified. If the proportion of shareholding is not specified, the Company shall be entitled to treat the first named proxy as representing the entire number of shares entered against his/her name in the Depository Register and the entire number of shares registered in his/her name in the Register of Members, and any second named proxy as an alternate to the first named proxy.

4. Completion and return of the instrument appointing a proxy or proxies shall not preclude a member from attending and voting at the EGM. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the EGM in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument appointing a proxy or proxies to the EGM.

5. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 67 Ubi Avenue 1 #06-02/03 Starhub Green Singapore 408942 not less than forty-eight (48) hours before the time appointed for the holding the EGM.

6. 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 an attorney or duly authorised officer. Where the instrument appointing a proxy or proxies is executed by an attorney on behalf of the appointor, the letter or power of attorney or a duly certified copy thereof must be lodged with the instrument appointing a proxy or proxies.

7. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the EGM, in accordance with Section 179 of the Companies Act, Chapter 50 of Singapore.

General:

The Company shall be entitled to reject the instrument appointing a proxy or proxies if it is incomplete, improperly completed or illegible, or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy or proxies. In addition, in the case of shares entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies lodged if the member, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at forty-eight (48) hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 13 July 2015.

This page has been intentionally left blank.

This page has been intentionally left blank.