

Asiatravel.com



ASIATRavel.COM HOLDINGS LTD
(Company Registration No.: 199907534E)
(Incorporated in the Republic of Singapore)

ENTRY INTO (I) ADDENDUM TO CONVERTIBLE FACILITY AGREEMENT AND (II) TRUST AGREEMENT FOR THE CONDUCT OF BUSINESS THROUGH SPV AND WFOE

INTRODUCTION

1. The Board of Directors (“**Board**”) of Asiatravel.com holdings Ltd (“**Company**”, and together with its subsidiaries, the “**Group**”) refers to the Company’s announcement of 23 July 2020 regarding its entry into the Convertible Facility Agreement with the Lender. Unless otherwise defined, all capitalised terms used herein shall have the same meanings defined in the Company’s announcement of 23 July 2020.

ENTRY INTO ADDENDUM TO CONVERTIBLE FACILITY AGREEMENT

2. On 23 July 2020, the Company entered into the Convertible Facility Agreement with the Lender, Sky Smart Venture Limited, for the Convertible Facility of an aggregate principal amount of up to S\$1.6 million for the purpose of immediate and urgent funding for the Company’s day-to-day operations and to allow the Company to engage with the Lender to arrive at a restructuring plan with a view towards the Resumption of Trading.
3. The Company wishes to announce that on 30 July 2021, it had entered into an addendum to the Convertible Facility Agreement (“**Addendum**”), to *inter alia*, supplement and amend the terms of the Convertible Facility under the Convertible Facility Agreement. As of 30 July 2021, an aggregate amount of S\$354,918.11 has been disbursed to the Company under the Convertible Facility.
4. Pursuant to the foregoing, the salient terms of the Addendum are as follows:
 - (a) the Outstanding Amount shall also include all share capital contributions and all amounts expended or to be expended by or on behalf of Tripwerkz Pte. Ltd., a private company limited by shares incorporated in Singapore (“**SPV**”) and its subsidiaries (collectively “**SPV Group**” and each a “**SPV Group Company**”), pursuant to the terms and conditions of the SPV Agreement (as defined below) as the proposed new business of the Company (“**Proposed New Business**”) to be put forth under the Resumption of Trading (“**ROT Proposal**”) to be submitted to SGX-ST is envisaged to be carried out through the SPV Group;
 - (b) clarifying that the Lender shall not be able to demand repayment of the Outstanding Amount (or any part thereof) (including the Funding Amounts (as defined below) in the event the Proposed Investor is obliged to mandatorily convert all of the Outstanding Amount (including the Funding Amounts) into Invest Shares or until the occurrence of an event of termination pursuant to the terms and conditions of the Convertible Facility Agreement and the Addendum to ensure the Convertible Facility remains available to the Company; and
 - (c) upon the acceptance by SGX-ST of the ROT Proposal the Lender shall immediately disburse to the Company any remaining unutilised amounts of the Convertible Facility and shall be obliged to exercise the Conversion Right.
 - (d) The Addendum shall be governed by and construed in accordance with the laws of Singapore.

ENTRY INTO AGREEMENT FOR CONDUCT OF BUSINESS THROUGH SPV GROUP

5. The Company also wishes to announce that it had on 30 July 2021 entered into an agreement, with SPV, the Lender, WFOE (as defined below) and Ms Ng Beng Tee, a representative of the Lender (“**Trustee**”) to set out the terms and conditions upon which SPV Group shall hold on trust and conduct the OTA Business for the benefit of the Company and to regulate the relationship between SPV, the Lender, the Company, the Trustee and WFOE (“**SPV Agreement**”) pending the outcome of the ROT Proposal.
6. The SPV Agreement was entered into in connection with the Company’s plan for the Proposed New Business.
7. To facilitate the resumption of the OTA Business, the Company had previously requested the Lender to, and the Lender had agreed to set up SPV Group to enable the Proposed New Business to be started and conducted through SPV Group, *inter alia* pending the submission and approval of ROT Proposal, and pursuant thereto:
 - (a) SPV was incorporated by the Trustee as its sole director and shareholder, with an issued and paid-up capital of S\$100,000 comprising 10,000,000 ordinary shares. the Trustee holds the all the issued and allotted shares in SPV in trust solely and exclusively for the Company;
 - (b) SPV has obtained a Travel Agent Licence from the Singapore Tourism Board with effect from 22 December 2020;
 - (c) The Company has allowed SPV access to and use of certain intellectual property rights in relation to the platforms, “B2B Operating Sales System (TAcetre and Savio Staff Travel)” and “B2C Operating Sales System (Asiatravel.com)” (“**AT Platform**”);
 - (d) SPV has launched the Proposed New Business under the websites www.tripwerkz.com and www.qichengbao.com for international customers under the B2C business and customers in the PRC under the B2C business respectively and has accepted some initial customer bookings made through such websites;
 - (e) SPV has incorporated various subsidiaries, including, *inter alia*, 江苏趣乐客旅游科技有限公司 in the People’s Republic of China (“**PRC**”) on 30 July 2021 with the Trustee as its sole director (“**WFOE**”), for SPV to carry on the Proposed New Business in the PRC through WFOE; and
 - (f) WFOE have entered into operating agreements with certain parties, *inter alia*, for the supply of all manner of leisure and tourism products and offerings (including, but not limited to tours, hotels, plane tickets and theme parks) (collectively, “**Travel Products**”) with a view to generating revenue as part of the Proposed New Business.
8. The salient terms of the SPV Agreement are as follows:

Trust	The Trustee has been, since the date of incorporation of SPV, and shall at all times hold all the issued and allotted shares in SPV (“ SPV Shares ”) and SPV Group Companies in trust solely and exclusively for the Company (“ Trust ”). Pursuant to the Trust, the Company is the sole and exclusive beneficial owner of the SPV Shares and SPV Group Companies.
Conduct of the OTA Business	All assets held by, contracts entered into, and all business conducted by SPV and/or the SPV Group Companies since the date of their respective incorporation shall be held, entered into or conducted for the benefit of the Company.
Licence	The Company agrees to grant SPV a non-exclusive and non-transferable licence to use the AT Platform (“ Licence ”).
Funding	The share capital contribution and amounts expended by or on behalf of SPV and the SPV Group Companies and/or all other funding provided to SPV and the SPV Group Companies that have been paid or made by the Lender, has been paid or

	made by the Lender for the carrying on of the Proposed New Business in connection with the ROT Proposal, pursuant to and in accordance with the terms and conditions of the CFA. The Lender will continue to provide such funding to SPV and SPV Group which is necessary or required for the carrying on of the Proposed New Business in connection with the ROT Proposal, in accordance with the terms and conditions of the CFA (all such amounts collectively referred to as the “ Funding Amounts ”).
Termination	<p>The SPV Agreement may be terminated upon the occurrence of certain events (collectively the “Unwinding Events”) which include any event of termination as defined under the Convertible Facility Agreement (as supplemented and amended by the Addendum), which includes the non-approval of the Shareholders of the Proposed Target, <i>inter alia</i>, for the issuance and allotment of the Investment Shares and the approval of the ROT Proposal by the SGX-ST at the at the extraordinary general meeting convened, <i>inter alia</i>, for such purpose (“EGM”).</p> <p>If the ROT Proposal is successful, the Company shall have the right to terminate the SPV Agreement, which shall result, <i>inter alia</i>, in the termination of the Trust and the transfer of legal title to the SPV Shares to the Company.</p> <p>If there is an event of termination under the Convertible Facility Agreement (which includes the non-approval of the ROT Proposal by the SGX-ST and/or the non-approval of the Shareholders of the Proposed Target at the EGM), the Lender shall have the right to terminate the SPV Agreement, which shall result, <i>inter alia</i>, in:</p> <ul style="list-style-type: none"> (i) the revocation of the Trust and the Licence; (ii) the Company ceasing to be the beneficial owner of SPV; and (iii) the release and discharge and waiver by the Lender of any and all rights, claims or demands which it may have against the Company in relation to the Funding Amounts extended by the Lender.
Governing Law	The SPV Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

9. The Company will update Shareholders as and when there are material developments relating to any of the abovementioned matters.
10. **Shareholders and potential investors of the Company are advised to read this announcement and any further announcements by the Company carefully. Shareholders are advised to refrain from taking any action in respect of their securities in the Company, which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. In the event of any doubt, Shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisers.**

BY ORDER OF THE BOARD

Boh Tuang Poh
Executive Chairman and Chief Executive Officer

30 July 2021

*This announcement has been prepared by the Company and its contents have been reviewed by the Company’s Sponsor, RHT Capital Pte. Ltd. (the “**Sponsor**”) for compliance with the relevant rules of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). The Sponsor has not independently verified the contents of this announcement.*

This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.

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