



SERIAL SYSTEM LTD

Company Registration Number: 199202071D
(Incorporated in the Republic of Singapore on 22 April 1992)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of Serial System Ltd (the "**Company**") will be held at 8 Ubi View #05-01, Serial System Building, Singapore 408554, on 30 December 2014 at 11.00 a.m., for the purpose of considering and, if thought fit, passing with or without any modifications, the following resolution which will be proposed as an Ordinary Resolution:

All capitalised terms in this Notice which are not defined herein shall have the same meanings ascribed to them in the Circular to shareholders of the Company dated 15 December 2014.

AS AN ORDINARY RESOLUTION

APPROVAL OF THE PROPOSED ACQUISITION OF THE ENTIRE TRADING AND DISTRIBUTION BUSINESS OF GSH CORPORATION LIMITED AS AN INTERESTED PERSON TRANSACTION (ON A POLL TAKEN)

THAT:

- (a) Pursuant to Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited (the "**Listing Manual**"), approval be and is hereby given for the acquisition by the Company of the entire trading and distribution business of GSH Corporation Limited ("**Vendor**") which constitutes an interested person transaction under Chapter 9 of the Listing Manual, on the terms and conditions of the conditional sale and purchase agreement dated 9 July 2014 entered into between the Company and the Vendor; and
- (b) the Directors of the Company be and are hereby authorised to complete and/or do all such acts and things (including without limitation, to execute all such documents as may be required and to approve any amendments, alterations or modifications to any documents) as he/they may consider desirable, expedient or necessary to give effect to the transactions contemplated by this Ordinary Resolution.

By Order of the Board

Alex Wui Heck Koon
Company Secretary

Singapore
15 December 2014

NOTES:

1. A member of the Company entitled to attend and vote at the EGM is entitled to appoint no more than two (2) proxies to attend and vote on his behalf and such proxy need not be a member of the Company. Where a Member appoints two (2) proxies, the appointments shall be invalid unless he specifies the proportion of his shareholding (expressed as a percentage of the whole) to be represented by each proxy.
2. A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy by resolution of its directors or other governing body such person as it thinks fit to vote on its behalf. The common seal of such corporation must be affixed to the instrument appointing the proxy.
3. The instrument appointing a proxy must be deposited at the registered office of the Company at 8 Ubi View, #05-01, Serial System Building, Singapore 408554 not later than 48 hours before the time appointed for holding the EGM.

Personal data privacy:

By submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (a) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (b) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (c) 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.