

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that a Extraordinary General Meeting of the Company will be held at Carlton Hotel Singapore, Empress Ballroom 5, Level 2, 76 Bras Basah Road, Singapore 189558 on Friday, 25 July 2014 at 2.30 p.m. (or as soon thereafter following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 2.00 p.m. on the same day and at the same venue), for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolutions:

ORDINARY RESOLUTION**PROPOSED SHARE PURCHASE MANDATE**

That:

(a) for the purposes of Sections 76C and 76E of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**"), the exercise by the directors of the Company (the "**Directors**") of all the powers of the Company to purchase issued ordinary shares in the capital of the Company ("**Shares**") not exceeding in aggregate the Prescribed Limit [as hereinafter defined], at such price(s) as may be determined by the Directors from time to time up to the Maximum Price [as hereinafter defined], whether by way of:

- (i) on-market purchase(s) [each an "**On-Market Purchase**"] transacted through the Singapore Exchange Securities Trading Limited ("**SGX-ST**"); and/or
- (ii) off-market purchase(s) [each an "**Off-Market Purchase**"] in accordance with an equal access scheme(s) [as defined in Section 76C of the Companies Act] as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act,

 ("**Share Purchase Mandate**");

(b) any Share that is purchased or otherwise acquired by the Company pursuant to the Share Purchase Mandate shall, at the discretion of the Directors, either be cancelled or held in treasury and dealt with in accordance with the Companies Act;

(c) unless varied or revoked by an ordinary resolution of shareholders of the Company in general meeting, the authority conferred on the Directors pursuant to the Share Purchase Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this Resolution and expiring on the earliest of:

- (i) the date on which the next annual general meeting of the Company is held or required by law to be held;
- (ii) the date on which Share Purchases pursuant to the Share Purchase Mandate are carried out to the full extent mandated; or
- (iii) the date on which the authority conferred by the Share Purchase Mandate is varied or revoked by the Shareholders by ordinary resolution in a general meeting;

(d) in this Resolution:

"**Prescribed Limit**" means 10% of the total number of issued Shares (excluding treasury Shares) as at the date of the passing of this Resolution unless the Company has effected a reduction of its share capital at any time during the Relevant Period, in which event the total number of issued Shares shall be taken to be the total number of issued Shares as altered (excluding any treasury Shares that may be held by the Company from time to time);

"**Relevant Period**" means the period commencing from the date on which the last annual general meeting of the Company was held and expiring on the date the next annual general meeting of the Company is held or is required by law to be held, whichever is the earlier, after the date this Resolution is passed;

"**Maximum Price**" in relation to a Share to be purchased, means an amount (excluding brokerage, commission, stamp duty, applicable goods and services tax and other related expenses) not exceeding:

- (i) in the case of an On-Market Purchase, 105% of the average of the closing market prices of the Shares over the last five consecutive Market Days on the SGX-ST, on which transactions in the Shares recorded immediately preceding the day of the On-Market Purchase and deemed to be adjusted for any corporate action occurring after such five Market Day period; and
- (ii) in the case of an Off-Market Purchase, 120% of the average of the closing market prices of the Shares over the last five consecutive Market Days on the SGX-ST, on which transactions in the Shares recorded immediately preceding the day on which the Company makes an announcement of its intention to make an offer for the purchase of Shares from Shareholders stating the purchase price (which shall not be more than the Maximum Price calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase; and

"**Market Day**" means a day on which the SGX-ST is open for trading in securities;

(e) the Directors or any of them be and are hereby authorised to deal with the Shares purchased by the Company pursuant to the Share Purchase Mandate in any manner as they think fit, which is permissible under the Companies Act; and

(f) the Directors and/or any of them be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they and/or he may consider desirable, expedient or necessary to give effect to the transactions contemplated and/or authorised by this Resolution.

**BY ORDER OF THE BOARD
INFORMATICS EDUCATION LTD.**

Dato' Robin Tan Yeong Ching

Chairman

9 July 2014

Notes:

- (1) A Depositor shall not be regarded as a member of the Company entitled to attend the EGM and to speak and vote at the EGM.
- (2) Depositors who are individuals and who wish to attend the EGM in person need to complete and return the proxy form which is despatched together with this Circular to Depositors ("**Proxy Form**") in accordance with the instructions printed thereon as soon as possible.
- (3) Depositors who are individuals and who are unable to attend the EGM personally and wish to appoint their nominee(s) to attend and vote on their behalf should also complete, sign and return the Proxy Form in accordance with the instructions printed thereon as soon as possible. Similarly, a Depositor who is a corporation who wishes to attend the EGM must submit the Proxy Form (executed under seal or the hand of its attorney) in accordance with the instructions printed thereon as soon as possible.
- (4) A Shareholder who is not a Depositor and who wishes to appoint his nominee(s) to attend and vote on his behalf should complete, sign and return the proxy form despatched to Shareholders who are not Depositors ("**Shareholder Proxy Form**") in accordance with the instructions printed thereon as soon as possible together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof.
- (5) To be effective, the Proxy Form or the Shareholder Proxy Form must be deposited at the registered office of the Company at 133 Middle Road #05-01, BOC Plaza, Singapore 188974 no later than 23 July 2014 at 2.30p.m. [being a date **not less than 48 hours before the time of the holding the EGM**]. The completion and return of a proxy form will not prejudice a Shareholder or Depositor from attending and voting in person at the EGM in place of his proxy.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (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.