

CIRCULAR DATED 7 JULY 2021

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

This Circular is issued by **TRITECH GROUP LIMITED** (“**Company**”). If you are in any doubt in relation to this Circular or as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

If you have sold or transferred all your ordinary shares in the capital of 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 shares in the capital of the Company represented by physical share certificate(s), you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer, for onward transmission to the purchaser or transferee.

This Circular has been reviewed by the Company’s sponsor, PrimePartners Corporate Finance Pte. Ltd. (“**Sponsor**”). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (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 Lim Hui Ling, 16 Collyer Quay, #10-00 Income at Raffles, Singapore 049318, sponsorship@ppcf.com.sg.

Terms appearing on the cover of this Circular bear the same meanings as defined in this Circular.

TRITECH GROUP LIMITED

(Company Registration Number 200809330R)
(Incorporated in the Republic of Singapore)

CIRCULAR TO SHAREHOLDERS

in relation to

- (1) THE PROPOSED ADOPTION OF THE NEW CONSTITUTION OF THE COMPANY**
- (2) THE PROPOSED ADOPTION OF THE TRITECH PSP 2021**

IMPORTANT DATES AND TIMES

Last date and time for lodgement of Proxy Form	:	27 July 2021 at 11:00 am
Date and time of Extraordinary General Meeting	:	29 July 2021 at 11:00 am (or as soon as practicable following the conclusion or adjournment of the Company’s Annual General Meeting to be held on the same day at 10:30 am)
Place of Extraordinary General Meeting	:	To be held by way of electronic means

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DEFINITIONS

In this Circular, the following definitions apply throughout unless otherwise stated:-

“ACRA”	:	Accounting and Corporate Regulatory Authority of Singapore
“Act” or “Companies Act”	:	The Companies Act (Chapter 50) of Singapore, as amended, supplemented or modified from time to time
“Amendment Acts”	:	The Companies (Amendment) Act 2014 of Singapore and the Companies (Amendment) Act 2017 of Singapore, which were passed in Parliament on 8 October 2014 and 10 March 2017 respectively
“Associate”	:	Has the meaning ascribed to it in the Catalist Rules
“Auditors”	:	The auditors for the time being of the Company
“Award”	:	Has the meaning ascribed to it in Section 4.1 of this Circular
“Award Letter”	:	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee
“Board” or “Board of Directors”	:	The Board of Directors of the Company for the time being
“Catalist”	:	The Catalist Board of the SGX-ST
“Catalist Rules”	:	Listing Manual Section B: Rules of Catalist of the SGX-ST, as amended, supplemented or modified from time to time
“CDP”	:	The Central Depository (Pte) Limited
“Circular”	:	This circular dated 7 July 2021
“Committee”	:	The Remuneration Committee of the Company duly appointed by the Board from time to time
“Company”	:	Tritech Group Limited
“Date of Grant”	:	The date on which an Award is granted to a Participant pursuant to the rules of the TRITECH PSP 2021
“Director”	:	A Director of the Company for the time being
“Executive Director”	:	A Director who performs an executive function

“Existing Constitution”	:	The existing constitution of the Company which was previously known as the memorandum and articles of association of the Company immediately before 3 January 2016, and currently in force
“EGM” or “Meeting”	:	The extraordinary general meeting of the Company to be held on 29 July 2021, notice of which is set out in pages 151 to 153 of this Circular
“EGM Proposals”	:	The proposed adoption of the New Constitution by way of a special resolution and the proposed adoption of the TRITECH PSP 2021 by way of ordinary resolution
“EPS”	:	Earnings per Share
“FY”	:	Financial year ended/ending 31 March
“Group”	:	The Company and its subsidiaries collectively
“Group Employee(s)”	:	Employee(s) of the Group (including any Group Executive Director)
“Group Executive Director”	:	A Director of the Group who performs an executive function within the Group
“Group Non-Executive Director”	:	A Director of the Group, other than a Group Executive Director, but including an Independent Director
“Independent Director”	:	An independent Director for the time being of the Company
“Latest Practicable Date” or “LPD”	:	28 June 2021, being the latest practicable date prior to the printing of this Circular
“Market Day”	:	A day on which SGX-ST is open for trading of securities
“NAV”	:	Net asset value
“New Constitution”	:	The new constitution of the Company proposed to be adopted upon Shareholders’ approval at the EGM, in the form as set out in Appendix 2
“New Shares”	:	The new Shares which may be allotted and issued from time to time pursuant to the vesting of an Award under the Plan
“NTA”	:	Net tangible asset
“Participant”	:	A person who is eligible and who has been selected by the Committee to participate in the TRITECH PSP 2021 in accordance with the rules of the TRITECH PSP 2021 and the term “Participants” shall be construed accordingly

“Performance Target(s)”	:	The performance target(s) prescribed by the Committee to be fulfilled by a Participant for any particular period determined by the Committee based on factors including but not limited to the Group’s business goals and directions for each financial year, the Participant’s job scope and responsibilities, and the prevailing market and economic conditions
“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 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
“Register of Members”	:	The register of members of the Company
“Rules”	:	Rules of the Plan 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 maintained with a Depository Agent
“SFA”	:	The Securities and Futures Act (Chapter 289) of Singapore, as amended, supplemented or modified from time to time
“SFRS(I) 2”	:	Singapore Financial Reporting Standards (International) 2
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Registrar”	:	In.Corp Corporate Services Pte. Ltd.
“Shareholders”	:	Registered holders of Shares, except that where the registered holder is CDP, the term “Shareholders” in relation to Shares held by CDP shall mean the persons named as Depositors in the Depository Register maintained by CDP and to whose Securities Accounts such Shares are credited
“Shares”	:	Ordinary share(s) in the capital of the Company
“Sponsor”	:	PrimePartners Corporate Finance Pte. Ltd.

- “Substantial Shareholder”** : Shall have the meaning ascribed to it in Section 81 of the Act and Section 2(4) of the SFA, being a person who:
- (a) has an interest or interests in one (1) or more Shares (excluding treasury shares) in the Company; and
 - (b) the total votes attached to that Share, or those Shares, is not less than 5% of the total votes attached to all the Shares in the Company (excluding treasury shares).
- “TRITECH PSP 2021” or “Plan”** : The proposed Trittech Group Performance Share Plan 2021, the rules of which are set out in Appendix 3 of this Circular
- “Vesting Period”** : In relation to an Award, a period or periods, the duration of which is to be determined by the Committee at the date of the grant of the Award
- “S\$” and “cents”** : Singapore dollars and cents, respectively
- “%”** : Per cent or percentage

The terms **“Depositor”**, **“Depository Agent”**, **“Depository”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the SFA.

The terms **“treasury shares”** and **“subsidiary”** shall have the meanings ascribed to them respectively in Sections 4 and 5 of 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. References to persons shall, where applicable, include corporations.

Any reference to a time of day in this Circular shall be a reference to Singapore time unless otherwise stated. Any reference to any enactment is a reference to that enactment as for the time being amended or re-enacted.

Any term defined under the SFA, the Companies Act or the Catalist Rules, or any statutory modification thereof and used in this Circular shall, but not defined herein, where applicable, have the meaning ascribed to it under the SFA, the Companies Act or the Catalist Rules, or such modification thereof, as the case may be, unless otherwise provided.

Any discrepancies in figures included in this Circular between the amounts listed and the 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. Where applicable, figures and percentages are rounded to the nearest one decimal place.

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TRITECH GROUP LIMITED
(Company Registration Number 200809330R)
(Incorporated in the Republic of Singapore)

Directors:

Professor Yong Kwet Yew (Non-Executive Chairman
and Independent Director)
Dr Wang Xiaoning (Managing Director)
Mr Aw Eng Hai (Independent Non-Executive Director)
Dr Loh Chang Kaan (Non-Independent Non-Executive Director)

Registered Office:

31 Changi South
Avenue 2
Tritech Building
Singapore 486478

7 July 2021

To: The Shareholders of Tritech Group Limited

Dear Sir/Madam

- (1) THE PROPOSED ADOPTION OF THE NEW CONSTITUTION OF THE COMPANY; AND**
(2) THE PROPOSED ADOPTION OF THE TRITECH PSP 2021
-

1. INTRODUCTION

- 1.1 The Directors propose to convene the EGM on 29 July 2021 at 11:00 am to seek Shareholders' approval in relation to:
- a. Special Resolution 1 for the proposed adoption of the New Constitution; and
 - b. Ordinary Resolution 2 for the proposed adoption of the TRITECH PSP 2021,
- (collectively, the "**EGM Proposals**").

The purpose of this Circular is to provide Shareholders with relevant information relating to, and to seek their approval for the above-mentioned proposals at the EGM.

2. THE PROPOSED ADOPTION OF THE NEW CONSTITUTION

2.1 Background

2.1.1 Companies (Amendment) Act 2014 and Companies (Amendment) Act 2017.

The Companies (Amendment) Act 2014 and the Companies (Amendment) Act 2017 introduced wide-ranging changes to the Companies Act with the aim of reducing the regulatory burden on companies, providing greater business flexibility and improving the corporate governance landscape in Singapore. The key changes under the Companies (Amendment) Act 2014 which was enacted in Parliament on 8 October 2014 included the introduction of the multiple proxies regime to allow indirect investors to attend and vote at shareholders' meetings as proxies, provisions to facilitate the electronic transmission of notices and documents, and the merging of the memorandum and articles of association of a company into a single document called the "constitution".

The Companies (Amendment) Act 2017 which was passed in Parliament on 10 March 2017 and took effect in phases on 31 March 2017, 23 May 2017, 11 October 2017 and 31 August 2018, introduced further changes to the Companies Act to reduce regulatory burden on companies, including new requirements for the alignment of timelines for holding Annual General Meetings (“AGM”) and filing of annual returns with the financial year end for both listed and non-listed companies, and the removal of the requirement for a company to have a company seal.

2.1.2 Amendments to Catalist Rules.

There have been amendments to the Catalist Rules, which include, *inter alia*, allowing the electronic transmission of notices and documents if express, deemed or implied consent of Shareholders are obtained, which has aligned the Catalist Rules to a new Section 387C of the Act pursuant to the Companies (Amendment) Act 2014, as well as requiring issuers to conduct the voting of all resolutions put to general meetings by poll.

2.2 New Constitution

The Company is accordingly proposing to adopt the New Constitution, which will replace the Existing Constitution and will incorporate, amongst others:

- (a) the changes to the Act introduced pursuant to the Amendment Acts;
- (b) provisions which are consistent with the Catalist Rules prevailing as at the Latest Practicable Date, in compliance with Rule 730 of the Catalist Rules;
- (c) amended provisions to address other regulatory changes such as the personal data protection regime in Singapore under the Personal Data Protection Act 2012 in respect of the collection, use and disclosure of personal data, and the enactment of the Mental Health (Care and Treatment) Act, Chapter 178A of Singapore;
- (d) allowing for general meetings to be held via electronic means, subject to compliance with relevant laws and regulations. This affords flexibility for the Company, including the holding of general meetings during the COVID-19 pandemic; and
- (e) the removal of an existing provision for a class of convertible preference shares in the capital of the Company, following the conversion of such shares to ordinary shares in March 2012.

The Company is also taking this opportunity to streamline and rationalise certain other provisions in the New Constitution. The proposed New Constitution of the Company is set out in Appendix 2 to this Circular. The proposed adoption of the New Constitution of the Company is subject to Shareholders’ approval via a special resolution and if so approved, shall take effect from the date of the EGM.

3. SUMMARY OF PRINCIPAL ARTICLES OF THE NEW CONSTITUTION

- 3.1 The following table sets out a summary of the principal articles of the New Constitution which are new or significantly different from the equivalent provisions in the Existing Constitution (where applicable) and a brief explanation of the basis and reason(s) for the proposed changes. The main differences between the salient principal articles and the equivalent provisions in the Existing Constitution are blacklined and set out in **Appendix 1**

of this Circular. Please note that some of the blacklined changes also reflect editorial changes between the salient principal articles and the equivalent provisions in the Existing Constitution.

3.2 The following table and Appendix 1 should be read in conjunction with the proposed New Constitution the articles of which are set out in its entirety in Appendix 2 of this Circular. Shareholders are advised to read the New Constitution in its entirety before deciding on the Special Resolution relating to the adoption of the proposed New Constitution. Shareholders should also refer to the Existing Constitution which is available for inspection at the registered office of the Company during normal business hours from the date of this Circular up to the date of the EGM.

3.3 In the paragraphs below, for convenience, the “**New Article(s)**” will refer to the relevant provision(s) under the New Constitution while the expression “**Existing Article(s)**” will refer to the relevant provision(s) under the Existing Constitution which is to be amended by, or which is similar to or otherwise most proximate to the New Article(s) in question.

Capitalised terms not defined in this Circular shall have the meanings as ascribed to them in the New Constitution.

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
<p>COMPANIES ACT</p> <p>The following proposed changes between the relevant Existing Article(s) and the respective New Article(s) (where applicable) are made so as to be in line with the Companies Act, as amended pursuant to the Amendment Acts:</p>			
2	1	<p>Article 1, which is the interpretation section of the New Constitution includes the following additional/ revised provisions:</p> <ul style="list-style-type: none"> (i) amended definition of “Register of Members” to clarify that the Company, as a public company, is required to keep a register of members in accordance with Section 190 of the Companies Act. (ii) new definitions of “registered address” and “address” to make it clear that these expressions mean, in relation to any Shareholder, his physical address for the service or delivery of notices or documents personally or by post, except where otherwise expressly specified; 	<p>To include or amend relevant definitions, <i>inter alia</i> as a consequence of the amendments to the Companies Act and to align with the main body of the New Constitution.</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		<p>(iii) a new definition of “writing” and “written” to make it clear that these include any representation or reproduction of words, symbols or other information which may be displayed in a visible form, whether physical or electronic. This would facilitate, for example, a proxy instrument being in either physical or electronic form;</p> <p>(iv) a new provision stating that the expressions “Depositor”, “Depository”, “Depository Agent” and “Depository Register” shall have the meanings ascribed to them respectively in Section 81SF of the SFA. This follows the migration of the provisions in the Companies Act which relate to the Central Depository System to the SFA pursuant to the Amendment Acts; and</p> <p>(v) a new provision stating, <i>inter alia</i>, that the expressions “Chief Executive Officer”, “current address”, “electronic communication” and “relevant intermediary” shall have the meanings ascribed to them respectively in the Companies Act. This follows the introduction of new provisions facilitating electronic communication and the multiple proxies regime pursuant to the Amendment Acts and the expansion of Section 156 of the Companies Act to include the Chief Executive Officer.</p>	
–	8(3)	This new Article 8(3) provides that new shares may be issued for no consideration.	This is in line with Section 68 of the Companies Act, which clarifies that a company having a share capital may issue shares for which no consideration is payable to the issuing company.

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
–	12(2)	This New Article 12(2) is a new provision which deals with, <i>inter alia</i> , the Company's power to pay any expenses (including commissions or brokerage) out of its share capital, and to clarify that such payment will not be taken as a reduction of the Company's share capital.	This is in line with Section 67 of the Companies Act, as amended pursuant to the Amendment Acts.
–	17	This New Article 17 provides for an alternative means for executing share certificates as well as to clarify that a share certificate need only state, <i>inter alia</i> , the number and class of the shares, whether the shares are fully or partly paid up, and the amount (if any) unpaid on the shares, with no need to disclose the amount paid on the shares in the share certificate.	This is in line with the new Section 41C of the Companies Act. Although Section 123(2) of the Companies Act stipulates that a share certificate is to be issued under the common seal of the Company, under Section 41C of the Companies Act, the affixation of the common seal to a share certificate may be dispensed with, provided, <i>inter alia</i> , that the share certificate is signed: (i) on behalf of the Company by a Director and a Secretary of the Company; (ii) on behalf of the Company by at least two (2) Directors; or (iii) on behalf of the Company by a Director in the presence of a witness who attests the signature.
10	53	As exceptions to the requirement that all new shares are to be offered to Members on a <i>pro-rata</i> basis as provided in the New Article 53(1), the New Article 53(2) clarifies that this is not required where there is a general authority granted to the Directors to issue new shares and make or grant Instruments, while the New Article 53(3) provides that this is not required where there are offering restrictions to Members in foreign jurisdictions.	

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
49	55	<p>This New Article 55, which relates to the Company's power to alter its share capital, has provisions which:</p> <p>(i) empower the Company, by Ordinary Resolution, to convert its share capital or any class of shares from one currency to another currency; and</p> <p>(ii) empower the Company, by Special Resolution, to convert one class of shares into another class of shares.</p>	<p>This is in line with Section 73, Section 73A and Section 73B of the Companies Act, which sets out the procedure for such re-denominations.</p> <p>This is in line with Section 74A of the Companies Act, which sets out the procedure for such conversions which took effect on 3 January 2016.</p>
54	61(1)	<p>This New Article 61(1), which relates to the annual general meetings of the Company, provides that the annual general meeting of the Company shall be held within a period of 4 months after the end of each financial year of the Company while it is listed on the SGX-ST, and within a period of not more than 6 months after the end of each financial year of the Company in the case that the Company ceases to be listed on the SGX-ST, and in any event the interval between the close of the Company's financial year and the date of the annual general meeting of the Company shall not exceed such period as may be prescribed by the SGX-ST from time to time.</p>	<p>This is in line with Section 175(1) of the Companies Act.</p>
59	65	<p>This New Article 65, which relates to the routine business that is transacted at an AGM, makes references to "financial statements" rather than "accounts" and other documents required to be annexed thereto, and references to "Directors' statement" rather than "reports of the Directors", for consistency with the updated terminology in the Companies Act.</p>	<p>This is in line with Section 209A of the Companies Act.</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
64	71(2) 71(1)	<p>This New Article 71(2), which relates to the method of voting at a general meeting where mandatory polling is not required, provides for the threshold for eligibility to demand a poll to be 5% rather than 10% of the total voting rights of the members having the right to vote at the meeting.</p> <p>Notwithstanding the foregoing, the New Article 71(1) provides that all resolutions at general meetings shall be voted by poll where required by the Catalist Rules.</p>	<p>This is in line with Section 178 of the Companies Act.</p> <p>This is in line with Rule 730A of the Catalist Rules, which provides that all resolutions at general meetings shall be voted by poll.</p>
75	77	<p>This New Article 77, which relates to the voting rights of Shareholders, has provisions which cater to the multiple proxies regime introduced by the Amendment Acts. The multiple proxies regime allows “relevant intermediaries”, such as banks, capital markets services licence holders which provide custodial services for securities and the Central Provident Fund Board, to appoint more than two (2) proxies to attend, speak and vote at general meetings. In particular, this New Article 77 provides that:</p> <p>(i) save as otherwise provided in the Companies Act, a Shareholder who is a “relevant intermediary” may appoint more than two proxies to attend, speak and vote at the same general meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Shareholder, and where such Shareholder’s form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed must be specified in the form of proxy;</p>	<p>This is in line with Section 181(1C) of the Companies Act.</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		<p>(ii) in the case of a Shareholder who is a “relevant intermediary” and who is represented at a general meeting by two (2) or more proxies, each proxy shall be entitled to vote on a show of hands;</p> <p>(iii) the Company will be entitled and bound to reject an instrument of proxy lodged by a Depositor if he is not shown to have any shares entered against his name in the Depository Register as at 72 (rather than 48) hours before the time of the relevant general meeting, and the number of votes which a Depositor or his proxy can cast on a poll is the number of shares entered against his name in the Depository Register as at 72 hours before the time of the relevant general meeting; and</p> <p>(iv) the Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regards to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy</p>	<p>This is in line with Section 181(1D) of the Companies Act.</p> <p>This is in line with Section 81SJ(4) of the SFA which provides that notwithstanding any provision in the Companies Act, only a Depositor whose name appears on the Depository Register 72 hours before a general meeting of a company shall be regarded as a member of the company entitled to attend, speak and vote thereat.</p>
76	85	The cut-off time for the deposit of instruments appointing proxies has also been extended from 48 to 72 hours before the time appointed for holding the general meeting in this New Article 85, which relates to the deposit of proxies.	This is in line with Section 178(1)(c) of the Companies Act.
94, 95	94	This New Article 94 provides for the obligation of every Director and Chief Executive Officer (or person(s) holding an equivalent position) to disclose interests in transactions or proposed transactions with the Company, or of any office or property	This is in line with the disclosure requirement under Section 156 of the Companies Act, which has been expanded to include the chief executive officer.

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		held which might create duties or interests in conflict with those as a Director or a Chief Executive Officer (or person(s) holding an equivalent position).	
86	101	This New Article 101, which relates to the general powers of the Directors to manage the Company's business, states that the business and affairs of the Company is to be managed by, or under the direction of or, under the supervision of, the Directors.	This is in line with Section 157A of the Companies Act.
82	119	This New Article 119 amends the Existing Article 82 to remove the restrictions on the appointment of a Director upon attaining any retiring age applicable to the Director.	This amendment follows the repeal of Section 153 of the Companies Act and the removal of the 70-year age limit for directors of public companies and subsidiaries of public companies.
97	123	<p>This New Article 123 amends the Existing Article 97 <i>inter alia</i>:</p> <p>(a) to provide that any person who is prohibited <i>inter alia</i> by reason of any order made under the Act from acting as a Director; and</p>	This is in line with Section 155B of the Companies Act, which empowers the Registrar to make an order prohibiting any person who is a director of a company from accepting a new appointment to act as director of any company if the first-mentioned company is in default of any provision of the Companies Act which requires any return, account or other document to be filed with, delivered or sent, or notice of any matter to be given, to the Registrar.

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		<p>(b) to provide that any person that becomes disqualified from being a director by virtue of his disqualification or removal or the revocation of his or her appointment as a director, as the case may be, under the Act or any other applicable law, may not be appointed as Director;</p> <p>(c) to clarify that a Director may resign subject to the provisions of the Companies Act.</p>	<p>Sections 148, 149, 149A, 154, 155, 155A or 155C of the Companies Act provide for disqualification of a person from being a director upon the occurrence of certain events.</p> <p>Pursuant to Section 145(5) of the Companies Act, a director of a company shall not resign or vacate his office unless there is remaining in the company at least one director who is ordinarily resident in Singapore.</p>
113	125	This New Article 125, which relates to the common seal of the Company, has been amended to state that the provisions apply where the Company has a common seal.	This is in line with Section 41A of the Companies Act, which provides that a company may have a common seal but need not have one.
126	133	This New Article 133, which relates to the sending of the Company's financial statements and related documents to Shareholders, additionally provides that such documents may be sent less than 14 days before the date of the general meeting with the agreement of all persons entitled to receive notices of general meetings.	<p>This is in line with Section 203(2) of the Companies Act, which provides that the requisite financial statements and other related documents may be sent less than 14 days before the date of the general meeting at which they are to be laid if all the persons entitled to receive notice of general meetings of the company so agree.</p> <p>Notwithstanding this proviso, the Company is currently required to comply with Rule 707(2) of the Catalist Rules, which provides that an issuer must issue its annual report to</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
			shareholders and the SGX-ST at least 14 days before the date of its annual general meeting. There is also no longer a requirement to send these documents to debenture holders.
125 – 126 and 135	126,132 and 133	The references to the Company’s “accounts”, “profit and loss account” and “Directors’ report” have been substituted with references to the “financial statements” and the “Directors’ statement”, as appropriate, for consistency with the updated terminology in the Companies Act.	This is in line with Section 209A of the Companies Act.
–	129	This New Article 129, which relates to the keeping of Company records, provides that such records may be kept either in hard copy or electronic form.	This is in line with Section 395 and Section 396 of the Companies Act.
128	153	<p>This New Article 153, which relates to the service of notices to Shareholders, has new provisions to facilitate the electronic transmission of notices and documents. In particular, subject to the Companies Act and any regulations made thereunder and any listing rules of SGX-ST or the rules and/or bye-laws governing the SGX-ST, the New Article 153 provides, <i>inter alia</i>, that:</p> <p>(i) notices and documents may be sent to Shareholders using electronic communications either to a Shareholder’s current address (which may be an email address) or by making it available on a website;</p> <p>(ii) in the event that any notice or document is to be made available on a website, the Directors may give such notification relating to the address of the website and how</p>	<p>Following the introduction of simplified procedures for the sending of notices and documents electronically pursuant to Section 387C of the Companies Act, companies can, subject to certain statutory safeguards, make use of these simplified procedures so long as the specified modes of electronic transmission are set out in the constitution.</p> <p>Under Section 387C of the Companies Act, notices and documents may be given, sent or served using electronic communications with the express, implied or deemed consent of the member in accordance</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		<p>to access such notice or document in such manner as the Directors may determine at their discretion;</p> <p>(iii) for these purposes, a Shareholder is deemed to have agreed to receive such notice or document by way of electronic communications and shall not have a right to elect to receive a physical copy of such notice or document (this is the implied consent regime permitted under Section 387C of the Companies Act);</p> <p>(iv) for purposes of seeking Shareholders' deemed consent for the delivery or service of notice or document by electronic communication, the Directors will give Shareholders an opportunity, on at least one occasion, to elect to opt out of receiving such notice or document by way of electronic communications, and a Shareholder is deemed to have consented to receive such notice or document by way of electronic communications if he was given such an opportunity but failed to opt out within the specified time (this is the deemed consent regime permitted under Section 387C);</p> <p>(v) Any election or deemed election by a Shareholder is a standing election but the Shareholder may make a fresh election at any time;</p> <p>(vi) Until the Shareholder makes a fresh election, the election or deemed election that was last in time shall prevail;</p> <p>(vii) The delivery or service of notices and documents by electronic</p>	<p>with the constitution of the company.</p> <p>There is express consent if a shareholder expressly agrees with the company that notices and documents may be given, sent or served on him using electronic communications. There is deemed consent if the constitution (a) provides for the use of electronic communications and specifies the mode of electronic communications, and (b) specifies that shareholders will be given an opportunity to elect, within a specified period of time, whether to receive electronic or physical copies of such notices and documents, and the shareholder fails to make an election within the specified period of time. There is implied consent if the constitution (a) provides for the use of electronic communications and specifies the mode of electronic communications, and (b) specifies that shareholders agree to receive such notices or documents by way of electronic communications and do not have a right to elect to receive physical copies of such notices and documents.</p> <p>Under Section 387C(4) of the Companies Act, the Minister may make</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		<p>means shall not apply to certain prescribed notices or documents (e.g. any notice or document relating to any take-over offer or rights issue of the Company); and</p> <p>(viii) Under the New Article 153(7), in the case of service on a website, the Company must give separate notice of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by (1) sending such separate notice to Shareholders personally or by post, and/or (2) sending such separate notice to Shareholders' current addresses (which may be email addresses), and/or (3) by way of advertisement in the daily press, and/or (4) by way of announcement on SGXNET.</p> <p>The insertion of the New Article 153 to facilitate the new regime of electronic transmissions will enable greater efficiency and cost savings in the transmission of documents from the Company to the Shareholders.</p>	<p>regulations, <i>inter alia</i>, to exclude any notice or document or any class of notices or documents from the application of Section 387C and to provide for safeguards for the use of electronic communications under Section 387C.</p> <p>Subject to any prevailing laws and regulations (including the Covid-19 (Temporary Measures) Act 2020 and its subsidiary legislation), as at the Latest Practicable Date, notices or documents relating to (i) any take-over offer of the Company; and (ii) any rights issue by the Company, are excluded from the application of Section 387C of the Companies Act, and therefore cannot be transmitted by electronic means pursuant to Section 387C.</p> <p>The SGX-ST has also introduced changes to the Catalist Rules to allow for the electronic transmission of documents to Shareholders which took effect on 31 March 2017, in alignment with the Companies Act.</p> <p>Rule 1207 of the Catalist Rules requires a listed issuer to send, <i>inter alia</i>, the following documents to shareholders by way of physical copies: (1) forms or acceptance letters that shareholders may be</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
			required to complete; (2) notice of meetings, excluding circulars or letters referred in that notice; and (3) notices and documents relating to takeover offers and rights issues.
–	157	This New Article 157 provides for when service is effected in the case of notices or documents sent by electronic communications. In particular, where a notice or document is made available on a website, it is deemed served on the date on which the notice or document is first made available on the website, unless otherwise provided under the Companies Act and/or other applicable regulations or procedures.	This is in line with Section 387A and Section 387B of the Companies Act.
133	160(1)	This New Article 160(1), which relates to the indemnification of officers of the Company, permits the Company, subject to the provisions of and so far as may be permitted by the Companies Act, to indemnify a Director against losses to be incurred by him in the execution of his duties, unless the same shall happen through his own negligence, default, breach of duty or breach of trust.	This is in line with Section 172, Section 172A and Section 172B of the Companies Act.
–	160(2)	Article 160(2) clarifies that the Company's indemnity to be provided under Article 160(1) can include indemnity for officers of the Company, against liability attaching to them in connection with any negligence, default, breach of duty or breach of trust incurred to a person other than the Company, except for certain specified liabilities as provided under the Companies Act.	This is in line with the new Section 172, Section 172A and Section 172B of the Companies Act.

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
–	160(4)	<p>This New Article 160(4) clarifies that the Company may provide a loan to a Director to meet expenditure incurred or to be incurred, <i>inter alia</i>, in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by that person in relation to the Company; or in defending himself in an investigation by a regulatory authority or against any action proposed to be taken by a regulatory authority, in connection with any alleged negligence, default, breach of duty or breach of trust in relation to the Company; or any action to enable such Director to avoid incurring such expenditure.</p>	<p>This is in line with Section 163A and Section 163B of the Companies Act, which permit a company to lend, on specified terms, funds to a director for meeting expenditure incurred or to be incurred by him in defending court proceedings or regulatory investigations.</p> <p>More specifically, in the case of defence funding permitted under Section 163A of the Act (in relation to the defence of any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by a Director in relation to the Company), such defence funding shall be repaid in accordance with Section 163A(2) of the Act; in the case of defence funding permitted under Section 163B of the Act (in relation to an investigation by a regulatory authority or any action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by a Director in relation to the Company), such defence funding shall be repaid upon any action taken by a regulatory authority against him.</p>
–	160(5)	<p>This New Article 160(5) clarifies that the Company may purchase and maintain insurance for the benefit of Directors and officers in respect of the foregoing liabilities.</p>	<p>This is in line with Section 172A of the Companies Act.</p>

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
<p>CATALIST RULES</p> <p>Rule 730 of the Catalist Rules provides that if an issuer amends its articles or other constituent documents, they must be made consistent with all the listing rules prevailing at the time of amendment.</p> <p>The following articles have been updated to ensure consistency with the Catalist Rules prevailing as at the Latest Practicable Date, in compliance with Rule 730 of the Catalist Rules:</p>			
5	8(4)	This New Article 8(4), which relates to the event of preference shares being issued, amends the Existing Article 4(A) to provide that the total number of issued preference shares shall not exceed the total number of issued ordinary shares at any time.	This amendment is in line with paragraph 1(a) of Appendix 4C of the Catalist Rules.
57	61, 64 and 68	These New Articles 61, 64 and 68 refer to the requirements for general meetings and to hold all general meetings in Singapore.	These changes are in line with Rule 730A(1) of the Catalist Rules, which require all issuers with a primary listing on the SGX-ST to hold their general meetings in Singapore (unless prohibited by relevant laws and regulations in the jurisdiction of their incorporation), in order to promote more active participation and engagement of shareholders. This additional clarification is in line with Practice Note 7E of the Catalist Rules.
64	71	This New Article 71 which relates to the method of voting at general meetings, provides that if required by the listing rules of the SGX-ST, all resolutions at general meetings shall be voted by poll (unless such requirement is waived by the SGX-ST).	These changes are in line with Rule 730A(2) of the Catalist Rules, which require issuers to conduct the voting of all resolutions put to general meetings by poll, in order to enhance transparency of the voting process and encourage greater shareholder participation.

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
–	72	This New Article 72, which relates to the taking of a poll at general meetings, clarifies that the scrutineers appointed must be independent of the persons undertaking the polling process, must ensure that satisfactory procedures of the voting process are in place before the general meeting, and direct and supervise the count of the votes cast through proxy and in person.	This is in line with Rule 730A(3) and 730A(4) of the Catalist Rules.
–	85(1)	This New Article 85(1) provides that where a shareholder submits a proxy form and subsequently attends the general meeting in person and votes, the appointment of the proxy should be revoked at the point when the shareholder attends the meeting.	These clarifications are in line with paragraph 3.3 of Practice Note 7E of the Catalist Rules which provides that if a shareholder submits a proxy form and subsequently attends the meeting in person and votes, the appointment of the proxy should be revoked, and that there must be sufficient systems or processes in place at the meeting to identify and cancel the appointment of the proxy at the point when the shareholder attends the meeting.
–	119(c) and 123(d)	This New Article 119(c) and New Article 123(d) provide for the vacation of office of a Director if he is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds.	These changes are in line with Rule 720 and paragraph (9)(m) of Appendix 4C of the Catalist Rules.
<p>GENERAL</p> <p>The following articles have been included, updated, streamlined or rationalised (as the case may be) for purposes of general compliance and to take into account current practices:</p>			
7A	–	The Existing Article 7A which related to the creation of a class of convertible preference shares, and which was adopted at an	All the convertible preference shares in the capital of the Company which were previously

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
		extraordinary general meeting held on 23 March 2011, will be removed.	issued pursuant to the Existing Article 7A have been converted to ordinary shares in March 2012.
– 14, 32, 73, and 97	22, 29, 42, 88 and 123	<p>The New Article 22 restricts the transfer of shares to any infant, bankrupt or person who is mentally disordered and incapable of managing himself or his affairs.</p> <p>The New Articles 29, 42, 88 and 123 have been updated to refer to persons who are mentally disordered and incapable of managing himself or his affairs, rather than to insane persons and persons of unsound mind.</p>	This change is in line with enactment of the Mental Health (Care and Treatment) Act, Chapter 178A, which repealed and replaced the Mental Disorders and Treatment Act.
–	61(3)	This New Article 61(3) provides for the Company’s ability to hold general meetings via electronic means, including the relevant procedures relating to voting at such meetings.	This affords flexibility for the Company, including the holding of general meetings during the COVID-19 pandemic.
–	72(2)	This New Article 72(2) clarifies that the Company has the ability to take a poll by electronic means.	The option of taking a poll by electronic means may be utilised in connection with the Company holding meetings by electronic means.
75	83	This New Article 83, which relates to the appointment of proxies, has new provisions to facilitate the appointment of a proxy through electronic means. In particular, it provides that a Shareholder can elect to signify his approval for the appointment of a proxy via electronic communication, through such method and in such manner as may be approved by the Directors, in lieu of the present requirement of signing, or where applicable, the affixation of the corporate Shareholder’s common seal.	–

Existing Article(s)	New Article(s)	Details of proposed change	Basis/reason(s) for proposed change
76	85	<p>For the purpose of accommodating the deposit by Shareholders, and receipt by the Company, of electronic proxy instructions by Shareholders who elect to use the electronic appointment process, this New Article 85, which relates to the deposit of proxies, has new provisions which authorise the Directors to prescribe and determine the manner of receipt by the Company of the instrument appointing a proxy through digital means.</p> <p>The Company must also receive the instrument no less than 72 hours before the time appointed for the holdings of the General Meeting or adjourned General Meeting, to which it is to be used for and in default shall not be treated as valid.</p>	–
–	163	<p>The New Article 163 specifies, <i>inter alia</i>, the purposes for which the Company and/or its agents and service providers would collect, use and disclose personal data of Shareholders and their appointed proxies or representatives.</p> <p>Under the Article, any Shareholder who appoints a proxy or representative for any General Meeting or any adjournment thereof is deemed to have obtained the prior consent of such proxy or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy or representative for the purposes specified in this New Article 163.</p>	<p>This is in line with the Personal Data Protection Act 2012.</p> <p>In general, under the Personal Data Protection Act 2012, an organisation can only collect, use or disclose the personal data of an individual with the individual's consent, and for a reasonable purpose which the organisation has made known to the individual.</p>

3.4 The proposed adoption of the New Constitution which is set out in Appendix 2 of this Circular is subject to Shareholders' approval by way of passing of Special Resolution 1 at the EGM. Shareholders may also refer to Appendix 1 of this Circular, which sets out the principal and material provisions in the New Constitution which have been newly added and/or significantly updated as compared to equivalent provisions in the Existing Constitution in greater detail.

4. THE PROPOSED ADOPTION OF THE TRITECH PSP 2021

4.1 TRITECH PSP 2021

The Company is proposing to implement an employee share award scheme known as the “Tritech Group Performance Share Plan 2021” (“**TRITECH PSP 2021**”), whereby eligible participants are conferred rights by the Company to be issued or transferred Shares (“**Awards**”).

The Company previously adopted an employee share award scheme known as the Tritech Group Performance Share Plan (“**TRITECH PSP 2010**”) on 28 July 2010 which expired on 26 July 2020. Unlike the TRITECH PSP 2010, the TRITECH PSP 2021 does not include persons who are Controlling Shareholders or their Associates to be eligible as Participants in the TRITECH PSP 2021 as the Directors are of view that the TRITECH PSP 2021 should primarily serve as a share scheme to incentivise employees and Directors of the Group.

The TRITECH PSP 2021 contemplates the award of fully paid Shares when or after pre-determined Performance Targets are accomplished and/or when due recognition should be given to any good work performance and/or any significant contribution to the Group.

The TRITECH PSP 2021 is a share incentive plan and is an integral part of employee incentive compensation in the Company’s variable wage system. The Company has taken steps to align itself with and embrace global and local trends and best practices in compensation to achieve the following objectives:

- (a) to serve as an additional method available to the Group for compensating the Participants rather than merely through salaries, directors’ fees, salary increments and/or cash bonuses and to make remuneration sufficiently competitive to recruit and retain employees and Group Non-Executive Directors;
- (b) to enhance the Group’s ability to retain and attract highly qualified Participants whose contributions are important to the Group’s long-term business plans and objectives;
- (c) to offer Participants the opportunity to acquire or increase their equity interests in the Company and a chance to share in the profits of the Company by making them shareholders;
- (d) to motivate Participants to maximise their performance and efficiency due to the possible financial rewards arising from the Awards granted, and to maintain a high level of contribution to the Group and create value for Shareholders;
- (e) to promote greater commitment and dedication, instil loyalty and a stronger identification by the Participants with the long-term development and growth of the Group;
- (f) to align the interests of the Participants with those of the Company’s Shareholders; and
- (g) to give recognition to the contributions made or to be made by the Group Non-Executive Directors (including the Independent Directors) to the success of the Group.

4.2 Expiry of the Tritech Group Performance Share Plan 2010

Under the TRITECH PSP 2010, share awards were granted to participants on 26 November 2014 and 28 March 2019, further details of which are as set out in the table below.

	26 November 2014	28 March 2019
The total number of shares reserved and allotted	4,850,000	40,000,000
The number of participants	17	5
Any material conditions to which the share awards are subject	<p>(a) Employee shall remain in the employment of the Group as at 31 March 2015.</p> <p>(b) Directors shall remain as the Group's Directors as at 31 March 2015.</p>	<p>(a) For half of the award granted to the eligible employee, the said employee shall remain in the employment of the Group as at 31 March 2020.</p> <p>(b) The remaining half of the award granted to the eligible employee, the said employee shall remain in the employment of the Group as at 31 Mar 2021.</p>
The following details of share awards granted to Directors of the Company, and participants who are Controlling Shareholders and their Associates:		No share awards were granted to Directors of the Company, and participants who are Controlling Shareholders and their Associates.
(a) date share awards were granted;	26 November 2014	Not Applicable.
(b) number of share awards granted; and	3,500,000	Not Applicable.
(c) number of shares allotted upon vesting of the share awards.	3,500,000	Not Applicable.

As at the Latest Practicable Date, there are no outstanding share awards remaining under the TRITECH PSP 2010.

4.3 Rationale

Through the TRITECH PSP 2021, the Company will be able to recognize and reward the contributions and services of the Participants and motivate Participants to continue to strive for the Group's long-term growth. TRITECH PSP 2021 also aims to foster an ownership culture within the Group which aligns the interests of the Participants with the interests of Shareholders.

The Directors are proposing to implement the TRITECH PSP 2021 to complement the current practice of paying cash bonus payments to employees of the Group. By giving the Group Employees the opportunity to participate in the equity of the Company as opposed to providing solely cash bonus payments for their performance, the TRITECH PSP 2021 aims to cultivate a greater sense of involvement in the Company's equity amongst the Group Employees, and at the same time help the Group to conserve cash for its business. Allowing the Non-Executive Directors (including Independent Directors) to participate in the TRITECH PSP 2021 will enable the Company to have more options for recognizing their contributions and services other than through the payment of directors' fees in cash, and align their interests with the interests of Shareholders.

The TRITECH PSP 2021 is intended to complement the Group's continuing efforts to reward, retain and motivate Participants to achieve better performance. The TRITECH PSP 2021 is aimed at motivating Participants to work towards achieving the relevant performance conditions to which their Awards are subject to, which will in turn contribute towards the success and development of the Company.

The Company believes that by adopting the TRITECH PSP 2021, the Company will have greater flexibility in tailoring reward and incentive packages suitable for Participants and allow the Company to offer incentives and remuneration packages compatible with other multi-national and/or listed companies. By aligning Participants' interests with those of Shareholders through equity participation, the Company believes that this will in turn inculcate in Participants a stronger and more lasting sense of identification with the Group, and further strengthen the Company's competitiveness in attracting and retaining talented employees, especially employees who have the requisite knowledge, technical skills and experience whom the Company believes could contribute positively to the development and growth of the Group.

4.4 Listing of New Shares

The Sponsor will be making an additional listing application to the SGX-ST, on behalf of the Company, for the listing of and quotation for the New Shares to be allotted and issued pursuant to the TRITECH PSP 2021, subject to Shareholders' approval being obtained for the proposed adoption of the TRITECH PSP 2021. An announcement of the receipt of the listing and quotation notice in relation to the New Shares (including the conditions that may be required to be fulfilled) will be made in due course when the listing and quotation notice is obtained.

The approval of the listing and quotation notice by the SGX-ST, if granted, shall not be taken as an indication of the merits of the TRITECH PSP 2021.

4.5 Summary of the TRITECH PSP 2021

The following is a summary of the principal rules of the TRITECH PSP 2021. The detailed rules of the TRITECH PSP 2021 are set out in **Appendix 3** of this Circular. The rules of the TRITECH PSP 2021 are in compliance with the requirements under the Catalist Rules applicable to share schemes.

4.6 Eligibility

Subject to the absolute discretion of the Committee, the following persons shall be eligible to participate in the TRITECH PSP 2021:

- (a) confirmed Group Employees (including Group Executive Directors); and
- (b) Group Non-Executive Directors (including Independent Directors),

provided that on the relevant date of the Award, such persons have been full-time employees or directors of the Group for more than 12 months, have attained the age of 18 years, are not undischarged bankrupts and have not entered into any composition(s) with their respective creditors.

Persons who are Controlling Shareholders or Associates of a Controlling Shareholder will not be eligible for participation in the TRITECH PSP 2021.

Subject to all applicable laws and any requirements of the SGX-ST, the terms of eligibility for participation in the TRITECH PSP 2021 may be amended from time to time at the absolute discretion of the Committee.

4.7 Grant of Awards

Awards represent the right of a Participant to receive fully paid Shares free of charge, upon the Participant achieving prescribed Performance Targets and/or when due recognition should be given to any good work performance and/or significant contribution to the Group.

The selection of a Participant and the number of Shares which are the subject of each Award to be granted to a Participant shall be determined at the absolute discretion of the Committee, which shall take into account criteria including (but not limited to) the Participant's rank, overall job performance, years of service, potential for future development, contribution to the success of the Group, the Performance Targets or conditions and/or performance periods to be set, the extent of effort and resourcefulness required to achieve the Performance Targets or conditions and/or service conditions within the performance periods and/or service periods, capability, scope of responsibility, skill and vulnerability to leaving the employment of the Group.

In the case of a performance-related Award, the Performance Targets or conditions to be set are intended to be broad-based and shall take into account both the medium-term corporate objectives of the Group and the individual performance of the Participant. The corporate objectives shall cover market competitiveness, quality of returns, business growth and productivity growth. The Performance Targets could be based on criteria such as sales growth, growth in earnings and return on investment. Where Performance Target(s) is/are determined with respect to or with reference to the audited results of the Company and the Group, the Committee has the right to make computational adjustments to figures extracted from 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, and the right to amend the Performance Target(s) if the Committee decides that amended Performance Target(s) would be a fairer measure of performance.

The Committee may determine the number of Shares to be granted to a Participant under an Award according to a pre-determined dollar amount which the Committee decides that a Participant deserves for meeting his Performance Targets such that the quantum of Shares comprised in the Award is dependent on the average of the closing price for a Share for the three (3) consecutive Market Days immediately preceding the Date of Grant. Alternatively, the Committee may decide on absolute numbers of Shares to be awarded to Participants irrespective of the price of the Shares.

Awards may be granted at any time during the period when the TRITECH PSP 2021 is in force, provided that no grant of Awards shall be made during the one (1) month period before the announcement of the Company's half year and full year financial statements, and during the period commencing two (2) weeks before the announcement of the Company's financial statements for each of the first three quarters of its financial year (if required to announce quarterly financial statements) and, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is

imminent, Awards may only be vested, and hence any Shares comprised in such Awards may only be delivered, on or after the second Market Day from the date on which the aforesaid announcement is released.

An Award Letter confirming the Award will be sent to each Participant as soon as reasonably practicable after the Award is finalised, specifying, *inter alia*, in relation to the Award:

- (a) in relation to a performance-related Award:
 - (i) the Performance Target(s); and
 - (ii) the performance period during which the prescribed Performance Target(s) are to be satisfied;
- (b) the number of Shares under the Award granted to the Participant;
- (c) the date(s) by which Shares under the Award granted to the Participant shall be vested; and
- (d) any other applicable conditions or restrictions including, if applicable, any moratorium period to be observed in relation to any Shares under the Award granted to the Participant.

4.8 Vesting of Awards

Awards may only be vested or released and consequently any Shares comprised in such Awards shall only be delivered upon the Committee being satisfied that the Participant has achieved or fulfilled the relevant Performance Target(s), performance conditions, service conditions and/or such other conditions such as vesting period(s) applicable for the release of the Award and/or all or any of the Shares to which that Award relates, and/or upon the Committee being satisfied that due recognition should be given for good work performance and/or significant contribution to the Company.

In the event of:

- (a) any breach of employment terms and/or in the event of termination for cause including but not limited to gross negligence, wilful misconduct, insubordination or incompetence on the part of the Participant, as determined by the Committee in its absolute discretion;
- (b) the Participant ceasing to be in the employment of the Group or a Group Non-Executive Director whether on his own accord, or by such company, for any reason whatsoever (other than specified in Rule 8.3 of the TRITECH PSP 2021 as set out in Appendix 3 of this Circular); or
- (c) the bankruptcy of a Participant, his entering into any composition with his creditors or the happening of any other event which results in his being deprived of the legal or beneficial ownership of the Award,

notwithstanding that the Participant may have fulfilled or met his Performance Target(s) (if applicable), no Awards shall be vested, and all Awards then held by a Participant shall immediately lapse without any claim whatsoever against the Company.

In the event of:

- (i) the Participant ceasing to be in the employment of the Group or a Group Non-Executive Director by reason of:
 - (a) ill health, injury, accident or disability (in each case, as certified by a medical practitioner approved by the Committee);
 - (b) redundancy;
 - (c) retirement at or after the legal or prescribed retirement age;
 - (d) retirement before the legal or prescribed retirement age with the consent of the Committee;
 - (e) any other reason or event approved in writing by the Committee; or
- (ii) the death of the Participant;

the Committee has the absolute discretion to preserve and/or release all or any part of any Award and to vest some or all of the Shares which are the subject of an Award on such terms and conditions as it deems fit, or declare that an Award has lapsed without any claim whatsoever against the Company (notwithstanding that the Participant may have fulfilled or met his Performance Target(s) (if applicable). In exercising its discretion, the Committee will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the applicable Performance Target(s), performance conditions and/or service conditions, if any, have been satisfied.

Special provisions for the vesting, release and lapsing of Awards apply in the event of a takeover, winding-up or reconstruction of the Company and these are detailed in Section 9 of the Rules of the TRITECH PSP 2021 as set out in Appendix 3 of this Circular.

4.9 Size and duration of the TRITECH PSP 2021

The total number of Shares which may be delivered pursuant to Awards granted under the TRITECH PSP 2021 on any date, when added to the number of Shares issued or issuable or delivered and deliverable in respect of all Awards granted under the TRITECH PSP 2021 and all other Shares issued and issuable or delivered and deliverable under any other share-based incentive schemes of the Company for the time being in force, shall not exceed 15% of the total number of issued Shares excluding treasury shares on the date immediately preceding the relevant date of the grant of Awards. As at the Latest Practicable Date, 15% of the total number of issued Shares of the Company amounts to 147,730,159 Shares.

The Directors believe that the size of the TRITECH PSP 2021 will give the Company sufficient flexibility to decide the number of Shares to be offered under the TRITECH PSP 2021. However, it does not indicate that the Committee will definitely issue Shares up to the prescribed limit. The Committee will exercise its discretion in deciding the number of Shares to be granted to each Participant under the TRITECH PSP 2021. This, in turn, will depend on and be commensurate with the performance and contribution and value of the Participant to the Group.

The TRITECH PSP 2021 shall continue in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the date the TRITECH PSP 2021 is

approved by Shareholders and adopted by the Company in general meeting, provided always that the TRITECH PSP 2021 may continue beyond the above stipulated period if it is to be renewed or re-adopted with the approval of Shareholders by ordinary resolution obtained in a general meeting and of any relevant authorities which may then be required.

Notwithstanding the expiry or termination of the TRITECH PSP 2021, any Awards made to Participants prior to such expiry or termination will continue to remain valid.

4.10 Operation of the TRITECH PSP 2021

The Company may deliver Shares pursuant to Awards granted under the TRITECH PSP 2021 in the form of existing Shares held as treasury shares and/or an issue of New Shares. In determining whether to issue New Shares or to purchase existing Shares for delivery to Participants upon the vesting of their Awards, the Company will take into account factors such as the number of Shares to be delivered, the prevailing market price of the Shares and the financial effect on 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 Awards are set out in Section 5 of this Circular.

The Company shall have the flexibility, and if circumstances require, to determine to make a release of an Award, wholly or partly, in the form of cash rather than Shares, in which event the Participant shall receive on the vesting date, the aggregate value of the relevant number of Shares in cash, with the value of each Share being for this purpose the average of the closing market price for a Share for the three (3) consecutive Market Days immediately preceding the release date or if the Committee is of the opinion that such amount as computed is not representative of the value of a Share, such price as the Committee may determine, such determination to be confirmed by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable. In determining whether to release an Award, wholly or partly, in the form of cash rather than Shares, the Company will take into account factors such as (but not limited to) the cost to the Company of releasing an Award, wholly or partly, in the form of cash rather than Shares. In considering the cost factor, the Company 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.

New Shares allotted and issued on the release of an Award shall rank in full for all entitlements, excluding dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or before the relevant vesting date of the Award, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

4.11 Adjustments and alterations under the TRITECH PSP 2021

4.11.1 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 or rights issue, issue of shares for nil consideration, reduction, sub-division, consolidation, distribution or otherwise) shall take place, then:

- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet vested or released (as the case may be);
- (b) the class and/or number of Shares over which future Awards may be granted under the TRITECH PSP 2021; and/or
- (c) the maximum number of New Shares which may be issued and/or existing Shares which may be delivered in settlement (whether such existing Shares are acquired pursuant to a share purchase mandate and held as treasury shares, to the extent permitted by law, or otherwise) pursuant to Awards under the TRITECH PSP 2021,

shall be adjusted in such manner as the Committee may determine to be appropriate, which will not result in a Participant receiving a benefit that a Shareholder does not receive.

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 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;
- (c) an issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares to its employees including Directors or employees of the Company pursuant to purchase approved by Shareholders in general meeting, including the TRITECH PSP 2021;
- (d) an issue of Shares or securities convertible into or with rights to acquire or subscribe for Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business;
- (e) any issue of Shares arising from the exercise of any warrants or the conversion of any convertible securities issued by the Company; or
- (f) any issue of Shares pursuant to any scrip dividend scheme for the time being of the Company.

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.

4.11.2 Modifications or Alterations to the TRITECH PSP 2021

The rules of the TRITECH PSP 2021 may be modified and/or altered from time to time by a resolution of the Committee, subject to compliance with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).

No modification or alteration shall be made to the rules of the TRITECH PSP 2021 to the advantage of the Participants except with the prior approval of Shareholders in general meeting. Further, no modification or alteration shall be made to the rules of the TRITECH PSP 2021, if, as a result the Participant receives a benefit that a Shareholder does not have.

4.12 Disclosures in annual report

The Company shall make the following disclosures in its annual report to Shareholders for the duration of the TRITECH PSP 2021:

- (a) the names of the members of the Committee;
- (b) in relation to the Awards granted under the TRITECH PSP 2021, the following particulars:
 - (i) names of Participants;
 - (ii) the aggregate number of Shares comprised in Awards granted since the commencement of the TRITECH PSP 2021 to the end of the FY under review;
 - (iii) the aggregate number of Shares comprised in Awards vested since the commencement of the TRITECH PSP 2021 to the end of the FY under review;
 - (iv) the aggregate number of Shares comprised in Awards outstanding as at the end of the FY under review; and
 - (v) a statement that the directors and employees of the parent company (if any) and its subsidiaries are not eligible to participate in the TRITECH PSP 2021.
- (c) The information in the table below for:
 - (i) Participants who are Directors; and
 - (ii) Participants other than those in (c)(i) above, who receive Awards comprising 5% or more of the aggregate of the total number of Shares available under the TRITECH PSP 2021, and

Name of Participant	Awards granted during the FY under review (including terms)	Aggregate Awards granted since commencement of the TRITECH PSP 2021 to the end of FY under review	Aggregate Awards vested since commencement of the TRITECH PSP 2021 to end of FY under review	Aggregate Awards not yet released as at end of FY under review
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- (d) such other information as may be required under the Catalist Rules or the Act.

If any of the above disclosures are not applicable, an appropriate negative statement will be included in the annual report.

4.13 Role and composition of the Committee

The Committee, being the Remuneration Committee of the Company from time to time, shall be responsible for the administration of the TRITECH PSP 2021.

The Committee oversees executive development in the Group with the aim of building capable and committed management teams, through focused management and progressive policies which can attract and retain a pool of talented executives to meet the current and future growth of the Group.

The Committee shall have the power from time to time to make and vary such regulations (not being inconsistent with the TRITECH PSP 2021) for the implementation and administration of the TRITECH PSP 2021 as it deems fit, provided that:

- (a) any modification or alteration which would be to the advantage of Participants under the TRITECH PSP 2021 shall be subject to the prior approval of Shareholders in a general meeting;
- (b) the modification or alteration must be made in such a way that a Participant will not receive a benefit that a Shareholder does not receive; 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.

Any decision of the Committee (including any decision pertaining to disputes as to interpretation of the TRITECH PSP 2021) made pursuant to any provision of the TRITECH PSP 2021, or any rule, regulation, procedure thereunder or as to any rights under the TRITECH PSP 2021 (other than a matter to be certified by the Auditors), shall be final, binding and conclusive.

In compliance with the requirements of the Catalist Rules, any Participant of the TRITECH PSP 2021 who is a member of the Committee shall not be involved in its deliberations in respect of Awards to be granted to or held by that member of the Committee or by his Associate.

4.14 Rationale and Justification for Participation by Group Non-Executive Directors in the TRITECH PSP 2021

The Group Non-Executive Directors come from different professions and backgrounds and bring to the Group a wealth of experience in corporate governance and business management, as well as invaluable guidance in relation to the strategic issues and development of the Company, thus providing the Company with a multi-disciplinary approach in evaluating and considering business issues and opportunities.

Even though the Group Non-Executive Directors are not involved in the day-to-day running of the Group, they are often consulted on various matters in relation to the business of the Group. They are highly regarded for their contributions to the Company. It is thus proposed that the TRITECH PSP 2021 be extended to Group Non-Executive Directors in recognition of their services and contributions to the development and growth of the Group.

Currently, the Group Non-Executive Directors are remunerated for their services by way of directors' fees paid in the form of cash. Extending the TRITECH PSP 2021 to the Group Non-Executive Directors will provide the Group with an alternative to remunerating them by cash as it may not always be possible to compensate them fully or appropriately by way of increased directors' fees.

By implementing the TRITECH PSP 2021 and giving Group Non-Executive Directors an opportunity to participate in the equity of the Company, their working relationships with the Group will also be enhanced as it will instil in them a greater sense of involvement. The extension of the TRITECH PSP 2021 to Group Non-Executive Directors will enable the Group to continue to attract capable individuals to act as Group Non-Executive Directors.

Group Non-Executive Directors (including Independent Directors) are eligible for participation in the TRITECH PSP 2021. The ability to grant Awards to Group Non-Executive Directors (including Independent Directors) will enable the Company to have the flexibility to reward or recognise their efforts or contributions using a form of remuneration other than cash, which will enable the Company to conserve its cash. The grant of Awards to Independent Directors should not materially impair or affect their independence, *inter alia*, given the process to be undertaken by the Committee before deciding on such grants, the likely size of the Awards to be granted and as the Independent Directors will not be involved in any deliberations in respect of Awards to be granted to themselves.

Before granting any Awards to a Group Non-Executive Director (including Independent Director) the Committee will take into consideration, *inter alia*, his performance and contributions to the success and development of the Company. In assessing the performance of the Group Non-Executive Directors (including Independent Directors), the Company will take into account their attendance at meetings, their membership in various committees in the Company as well as their contributions which include contributions of their experience in the areas of overall business strategies, risk management and investment decisions. The Group Non-Executive Directors (including Independent Directors) may be appointed as members of the Committee. However, the rules of the TRITECH PSP 2021 provide that no member of the Committee shall be involved in any deliberation in respect of Awards to be granted to him.

As at the date of this Circular, the Group Non-Executive Directors are Professor Yong Kwet Yew, Mr Aw Eng Hai and Dr Loh Chang Kaan.

5. FINANCIAL EFFECTS OF THE TRITECH PSP 2021

5.1 Share Capital

The TRITECH PSP 2021 will result in an increase in the Company's issued share capital only if New Shares are allotted and issued upon the grant of the Awards under the TRITECH PSP 2021 to Participants. The number of New Shares issued will depend on, *inter alia*, the size of the Awards granted under the TRITECH PSP 2021.

5.2 Net Tangible Assets

The TRITECH PSP 2021 will result in a charge to the Company's income statement and a corresponding credit to reserve account which is equal to the fair value of the Awards over the Vesting Period. If new Shares are issued to Participants, there would be no effect on the NTA. It should be noted that Awards are granted only on a selective basis and will be granted to Participants who have contributed or whom the Committee believes would contribute to its success including financial performance.

5.3 Earnings Per Share

The TRITECH PSP 2021 will result in a charge to earnings equivalent to the fair value of the Awards (as determined at the Date of Grant) over the period commencing from the Date of Grant to the vesting date. Although the TRITECH PSP 2021 will have a dilutive impact on the EPS of the Group following the increase in the number of issued Shares of the Company, the delivery of Shares to Participants in respect of Awards granted under the TRITECH PSP 2021 is contingent upon the Participants meeting prescribed Performance Targets, which will take into consideration the contributions of the Participants towards the financial performance of the Group.

5.4 Dilutive Impact

It is expected that any dilutive impact of the TRITECH PSP 2021 on the NTA per Share and EPS would not be significant, *inter alia*, given the maximum limit of 15% on the number of New Shares that can be issued under the Trittech PSP 2021 as further elaborated in Section 4.9 of this Circular, which the Company may or may not fully utilise.

5.5 Potential Cost of Awards

The TRITECH PSP 2021 is considered a share-based payment that falls under the scope of SFRS(I) 2. The Awards, if settled by way of the issue of New Shares, would be accounted for as equity-settled share-based payment transactions, as described in the following paragraph.

The fair value of employee services received in exchange for the grant of the Awards will be recognised as a charge to the consolidated income statement over the Vesting Period of an Award. The total amount of charge over the Vesting Period is based on the market price of the Shares at the Date of Grant adjusted to take into account the terms and conditions upon which the Awards were granted. Before the end of the Vesting Period, at each accounting year end, the estimate of the number of Awards that are expected to vest by the vesting date is revised, and the impact of the revised estimate is 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 is made. No expense is recognised for Awards that are not accepted by the Participants.

5.6 Taxes

All taxes (including income tax) arising from the grant or vesting of any Award under the TRITECH PSP 2021 shall be borne by the Participant.

6. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

The interests of the Directors and Substantial Shareholders (both direct and deemed) in the Shares as at the Latest Practicable Date, as recorded in the Register of Directors' Shareholdings and the Register of Substantial Shareholders' kept by the Company are set out below:

	Direct Interest		Deemed Interest	
	Number of Shares	% ¹	Number of Shares	% ¹
Directors				
Professor Yong Kwet Yew	1,300,000	0.13	–	–
Dr Wang Xiaoning	120,673,628	12.25	–	–
Aw Eng Hai	1,765,000	0.18	–	–
Dr Loh Chang Kaan	33,204,114	3.37	–	–
Substantial Shareholders				
Dr Wang Xiaoning	120,673,628	12.25	–	–
Lee Sui Hee	71,310,612	7.24	–	–
Adonis Investment Holdings Pte Ltd	69,317,985	7.04	–	–
Cai Jungang	62,301,805	6.33	–	–

Note:

1. The percentage is based on the existing share capital of 984,867,731 issued ordinary shares as at the Latest Practicable Date.

Other than through their respective shareholdings in the Company, none of the Directors of the Company has any interest, direct or indirect (other than through their shareholdings in the Company) in the EGM Proposals.

7. DIRECTORS' RECOMMENDATIONS

7.1 The proposed adoption of the New Constitution of the Company

Having considered the rationale and the information relating to the proposed New Constitution, the Directors are of the opinion that the proposed adoption of the New Constitution would be beneficial to, and is in the best interests of the Company. They accordingly recommend that Shareholders vote in favour of Special Resolution 1, being the Special Resolution relating to the proposed adoption of the New Constitution to be proposed at the EGM.

7.2 The proposed adoption of the TRITECH PSP 2021

The Directors are of the opinion, for the reasons set out in paragraph 4.3 above, that the adoption of the TRITECH PSP 2021 is in the interest of the Company. Accordingly, they recommend that Shareholders vote in favour of Ordinary Resolution 2 relating to the adoption of the TRITECH PSP 2021 to be proposed at the EGM.

8. ABSTENTION FROM VOTING

Any Shareholder who is eligible to participate in the TRITECH PSP 2021 must abstain from voting his Shares in respect of Ordinary Resolution 2 relating to the proposed adoption of the TRITECH PSP 2021, and the Company will disregard any votes cast by such Shareholder in respect of his Shares on Ordinary Resolution 2. Such Shareholder should also not accept appointment as proxy, corporate representative or attorney to vote in respect of Ordinary Resolution 2, unless the appointor (being a Shareholder who is not subject to the aforesaid voting restrictions) shall have given specific instructions in his Proxy Form as to the manner in which the appointor's votes are to be cast in respect of Ordinary Resolution 2.

9. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on pages 151 to 153 of this Circular, will be held by electronic means on 29 July 2021 for the purpose of considering and, if thought fit, passing, with or without modification the following:

- (i) Special Resolution 1 for the proposed adoption of the New Constitution of the Company; and
- (ii) Ordinary Resolution 2 for the proposed adoption of the TRITECH PSP 2021

10. ACTION TO BE TAKEN BY SHAREHOLDERS

Due to the current COVID-19 restriction orders in Singapore, Shareholders are encouraged to attend the EGM via live webcast. Shareholders will be able to watch the proceedings of the EGM through a live webcast ("**LIVE WEBCAST**") via their mobile phones, tablets or computers or listen to these proceedings through a live audio feed ("**AUDIO ONLY MEANS**") via telephone. In order to do so, Shareholders who wish to watch the LIVE WEBCAST or listen via the AUDIO ONLY MEANS must pre-register by 11:00 am on 27 July 2021 at <https://conveneagm.sg/tritechgroupagmandegm>.

Shareholders will receive an email verification authenticating their status as Shareholders immediately upon pre-registration, along with the accompanying instructions on accessing the EGM via LIVE WEBCAST or AUDIO ONLY MEANS. Shareholders should use the log-on credentials received to access the LIVE WEBCAST and AUDIO ONLY MEANS of the EGM. Shareholders who do not receive an email 24 hours after pre-registration may contact technical support via email at support@coveneagm.com or through the toll free number at 8008523335.

Shareholders who pre-register to watch the LIVE WEBCAST or listen via the AUDIO ONLY MEANS may also submit questions relating to the resolutions to be tabled for approval at the EGM. Please note that Shareholders will not be able to ask questions at the EGM “live” during the webcast and the audio only means.

All questions must be submitted by 11:00 am on 19 July 2021 via the pre-registration website at <https://coveneagm.sg/tritechgroupagmandegm>.

Shareholders (whether individuals or corporates) who wish to exercise their voting rights at the EGM must appoint the Chairman of the EGM as their proxy by completing, signing and returning the Proxy Form attached to the Notice of EGM, in accordance with the instructions printed therein, and:

- (a) if sent personally or by post, be received by the Company’s Share Registrar, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712; or
- (b) if submitted by email, be sent as a clearly readable image via email to the Company’s Share Registrar, In.Corp Corporate Services Pte. Ltd. at shareregistry@incorp.asia,

in either case no later than 11:00 am on 27 July 2021 and in default the proxy form shall not be treated as valid.

11. LEGAL ADVISER

The Company has appointed Altum Law Corporation as the legal adviser to the Company as to Singapore Law in relation to the EGM Proposals.

Altum Law Corporation, the legal adviser to the Company in relation to the EGM Proposals, has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of its name and references thereto in the form and context in which they appear in this Circular and to act in such capacity in relation to this Circular.

12. DIRECTORS’ RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information 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 EGM Proposals, and the Company and its subsidiaries which are relevant to the EGM Proposals, 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.

13. DOCUMENTS FOR INSPECTION

The following documents are available for inspection at the registered office of the Company, 31 Changi South Avenue 2, Tritech Building, Singapore 486478, during normal business hours from the date of this Circular up to the date of the EGM:

- (a) the Existing Constitution;
- (b) the New Constitution of the Company; and
- (c) the proposed rules of the TRITECH PSP 2021.

However, as a result of the movement restrictions pursuant to the COVID-19 (Temporary Measures) (Control Order) Regulations 2020, access to the abovementioned premises may not be possible during this period. Instead, please email shareholder@tritech.com.sg so that arrangements can be made for inspection of such documents.

This Circular and the annual report of the Company for the financial year ended 31 March 2021 to be issued in due course will also be available on the SGX-ST's website at www.sgx.com and the homepage of the Company's corporate website at www.tritech.com.sg.

Yours faithfully
for and on behalf of the Board of Directors of
TRITECH GROUP LIMITED

Wang Xiaoning
Managing Director
7 July 2021

APPENDIX 1

THE SALIENT PRINCIPAL ARTICLES IN THE NEW CONSTITUTION WHICH ARE SIGNIFICANTLY DIFFERENT FROM THE EQUIVALENT ARTICLES IN THE EXISTING CONSTITUTION

Set out below are the salient principal articles in the New Constitution which are significantly different from the equivalent articles in the Existing Constitution, or which have been included in the New Constitution as new articles, with the main differences blacklined.

1. ARTICLE 2-1

1. In this Constitution, these Articles if not inconsistent with the subject context, the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof: ~~-, if not inconsistent with the subject context.~~

WORDS

MEANINGS

“Act”	The Companies Act, Cap. 50 (Cap. 50) and every other Act for the time being in force concerning companies affecting the Company or any statutory modification, amendment or re-enactment thereof for the time being in force or any and every other act for the time being in force concerning companies and affecting the Company and any reference to any provision as so modified, amended or re-enacted or contained in any such subsequent Companies Act or other act concerning companies and affecting the Company.
<u>“Alternate Director”</u>	<u>An alternate director appointed pursuant to Article 100.</u>
<u>“book-entry securities”</u>	<u>The documents evidencing title to listed securities which are deposited by a Depositor with the Depository and are registered in the name of the Depository or its nominee, and which are transferable by way of book- entry in the Depository Register and not by way of an instrument of transfer.</u>
“Articles”	These Articles of Association as originally framed or as altered from time to time by special resolution.
<u>“Chairman”</u>	<u>The chairman of the Directors or the chairman of the General Meeting as the case may be.</u>
<u>“The Company”</u>	Tritech Group Limited The abovenamed Company by whatever name from time to time called.
<u>“This Constitution”</u>	<u>This Constitution or other regulations of the Company for the time being in force.</u>

<u>“Chairman”</u>	<u>The chairman of the Directors or the chairman of the General Meeting as the case may be.</u>
“Depositor”	An account holder or a depository agent but does not include a sub-account holder.
“Depository”	The Central Depository (Pte) Limited or any other corporation approval by the Minister as a depository company or corporation for the purposes of the Act, which operates the Central Depository System for the holding and transfer of book-entry securities.
“Depository Agent”	A member of company of the Securities Exchange, a trust company (licensed under the Trust Corporation Act 2005), a banking corporation or merchant bank (approved by the Monetary Authority of Singapore under the Monetary of Singapore Act) or any other person or body approved by the Depository who (a) performs services as a depository agent for sub-account holders in accordance with the terms of a depository agent agreement entered into between the Depository and the depository agent; (b) deposits book-entry securities with the Depository on behalf of the sub-account holders; and (c) establishes an account in its name with the Depository.
“Depository Register”	The register of holders maintained by the Depository in respect of book-entry securities (as defined in the Act).
“Director”	<u>Includes any person acting as a Director of the Company and includes any person duly appointed and acting for the time being as an alternate Director.</u>
“Directors”	<u>The Directors for the time being of the Company, or such number of them as have authority to act for of the Company.</u>
<u>“dividend”</u>	<u>Means the dividend permissible under the Act and includes bonus and payment by way of bonus.</u>
“electronic communication”	means communication transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person): (a) by means of a telecommunication system; or (b) by other means but while in an electronic form, such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form.
<u>“General Meeting”</u>	<u>A general meeting of the Company.</u>
“Paid”	means paid or credited as paid.

<p><u>“market day”</u></p> <p><u>“Market Day”</u></p>	<p>A day on which the <u>Securities Stock Exchange is open for securities trading in securities.</u></p>
<p><u>“Member”</u> (and any references to a shareholder)</p>	<p>Any registered holder of shares in the Company, or where such registered holder is the Depository, the Depositors on whose behalf the Depository holds the shares PROVIDED ALWAYS THAT (a) a Depository shall only be entitled to attend any general meeting and to speak and vote thereat if his name appears on the Depository Register for eight hours before the general meeting as a Depositor on whose behalf the Depository holds shares in the Company, the Company being entitled then to deem each such Depositor as holding such number of shares is actually credited to the Securities Account of the Depositor as at such time, according to the records of the Depository as supplied by the Depository to the Company, or where a Depositor has appointed a proxy, such proxy as representing such number of shares or where a Depositor has appointed two proxies and specified the proportion of his shares which each proxy is to represent, to apportion the said number of shares standing to his Securities Account between the two proxies in the same proportion as specified by the Depositor in appointing the proxies; (b) the Company shall be entitled to reject any instrument of proxy lodged by any Depositor whose name does appear on the Depository Register as ad Depositor on whose behalf the Depository holds shares in the Company forty-eight hours before the general meeting at which the proxy is to act; (c) the Company shall not be obliged to enter the names and particulars of such Depositor in its Register of Members; (d) the Company shall be entitled to pay any dividends payable to such Depositor to the Depository and, to the extent of the payment made to the Depository, the Company shall be discharged from any and all liability in respect of that payment; and (e) the provisions in these Articles relating to the transfer, transmission or certification of shares shall not apply to any transactions affecting book-entry securities (as defined in the Act). <u>PROVIDED FURTHER THAT any reference to a Member does not include the Company itself where it is such a member by virtue of its holding shares as treasury shares. A Member of the Company, save that references in this Constitution to a “Member” shall, where the Act requires, exclude the Company where it is a Member by reason of its holding of its shares as treasury shares.</u></p>
<p><u>“month”</u></p>	<p><u>Calendar month.</u></p>
<p><u>“paid-up”</u></p>	<p>Includes credited as paid-up.</p>

<u>“registered address” or “address”</u>	In relation to any Member, his physical address for the service or delivery of notices or documents personally or by post, except where otherwise expressly provided in this Constitution.
“Register of Members”	The Register of Members of the Company pursuant to Section 190 of the Act on which the Company shall enter the name of every person who is the registered holder of shares in the Company including the Depository PROVIDED ALWAYS THAT the Depository shall be deemed not to be a member of the Company.
“Seal”	The Common Seal of the Company or in appropriate cases the Official Seal or duplicate Common Seal.
<u>“Secretary”</u>	<u>The Secretary or Secretaries appointed under this Constitution and shall include any person entitled to perform the duties of the Secretary temporarily.</u>
“Securities Account”	The securities account maintained by a Depositor with the Depository.
“Securities Exchange”	The Singapore Exchange Securities Trading Limited
“Statutes”	the Act and every other act for the time being in force concerning companies and affecting the Company. Any reference herein to any enactment is a reference to that enactment as for the time being amended or re-enacted.
“telecommunication system”	shall have the meaning ascribed to it in the Telecommunications Act, Chapter 323 of Singapore.
<u>“Stock Exchange”</u>	<u>The Singapore Exchange Securities Trading Limited for so long as the shares of the Company are listed and quoted on the Singapore Exchange Securities Trading Limited and/or such other stock exchange in respect of which the shares of the Company are listed or quoted.</u>
<u>“Writing” and “Written”</u>	<u>Written or produced by any substitute for writing or partly one and partly another and shall include (except where otherwise expressly specified in this Constitution or the context otherwise requires, and subject to any limitations, conditions or restrictions contained in the Act) any representation or reproduction of words, symbols or other information which may be displayed in a visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.</u>
<u>“Year”</u>	<u>means calendar year.</u>

~~The expression “Secretary” shall include any person appointed by the Directors to perform any of the duties of the Secretary of the Company and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons.~~

~~Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.~~

~~The expressions “Depositor”, “Depository”, “Depository Agent” and “Depository Register” shall have the meanings ascribed to them respectively in the Securities and Futures Act, Cap. 289.~~

~~The expressions “Chief Executive Officer”, “current address”, “electronic communication”, “Ordinary Resolution”, “relevant intermediary”, “Special Resolution” and “treasury shares” shall have the meanings ascribed to them respectively in the Act.~~

~~References in this Constitution to “holder(s)” of shares or a class of shares shall:–~~

- ~~(a) exclude the Depository or its nominee (as the case may be), except where otherwise expressly provided in this Constitution or where the term “registered holders” or “registered holder” is used in this Constitution;~~
- ~~(b) where the context so requires, be deemed to include references to Depositors whose names are entered in the Depository Register in respect of those shares; and~~
- ~~(c) except where otherwise expressly provided in this Constitution, exclude the Company in relation to shares held by it as treasury shares,~~

~~and “holding” and “held” shall be construed accordingly.~~

~~Words denoting the singular number only shall include the plural and vice versa.~~

~~Words denoting the masculine gender only shall include the feminine gender.~~

~~Words denoting persons shall include corporations.~~

~~Subject as aforesaid, any words or expressions defined in the Statutes shall, unless the context otherwise requires, bear the same meanings in these Articles.~~

~~Save as aforesaid, any words or expressions used in the Act and the Interpretation Act, Chapter 1 shall, if not inconsistent with the subject or context, bear the same meanings in this Constitution.~~

~~Any reference in this Constitution to any enactment is a reference to that enactment as for the time being amended or re-enacted.~~

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of this Constitution.

The headnotes and marginal notes are inserted for convenience of reference only and shall not affect the construction of this Constitution.

ARTICLE — 7A ~~Convertible Preference Shares~~

~~7A(1) The Company may issue convertible preference shares of the Company (“CPS”), which shall carry the following rights, benefits and privileges and be subject to the following restrictions:~~

- ~~(a) As regard income. The Holder(s) of CPS will not be entitled to any dividends preferential or otherwise, that are declared and/or distributed in relation to any class of shares in the capital of the Company. Following the conversion of the CPS into ordinary shares in the Company, the Holder(s) of the CPS will participate in any dividends declared or paid by the Company on a pari passu basis with the then existing Ordinary Shares.~~
- ~~(b) Liquidation Preference.~~
 - ~~(i) In the event of the commencement of any liquidation, dissolution or winding up of the Company (other than pursuant to a Permitted Reorganisations), the CPS shall:
 - ~~(aa) rank junior to all creditors (including the holders of subordinated debt) of the Company; and~~
 - ~~(bb) rank senior to the Ordinary Shares and any other securities and obligations of the Company that are subordinated to the CPS.~~~~
 - ~~(ii) Holders of CPS shall be entitled to have the surplus assets of the Company available for distribution to Members applied in the payment of capital paid up or credited as paid up on the CPS on a *pari passu* basis prior to and in preference to any payment or distribution to holders of Ordinary Shares and any other securities and obligations of the Company that are subordinated to the CPS.~~

- (iii) ~~If, upon any such liquidation, dissolution or winding up of the Company, the amounts available for payment are insufficient to cover the payment of capital paid up or credited paid up on the CPS to the Holders of CPS, but there are funds available for payment so as to allow payment of part of such capital, then each Holder of CPS shall be entitled to receive such portion of the funds available for payment as represented by the proportion of the respective number of CPS held by such Holder to the total number of CPS then outstanding.~~
- (iv) ~~Save as set out in this Article 7A, the CPS shall not confer any right or claim as may regards participation in the assets of the Company and Holders of CPS shall not have any right to participate in any distribution by the Company, whether by way of dividend, distribution of assets in a liquidation, winding up or dissolution of the Company or otherwise.~~
- (e) ~~As regards voting.~~

 - (1) ~~Except as provided in this paragraph (c), Holders of CPS shall not be entitled to vote at general meetings of the Company.~~
 - (2) ~~The Holders of CPS shall be entitled to attend any general meeting and every Holder of CPS who is present in person at such general meetings shall have on a poll one vote for every CPS of which he is the holder in respect of the following:~~

 - (i) ~~any alteration, variation or modification of the rights preference and privileges attaching to the CPS,~~
 - (ii) ~~any resolution for the winding up of the Company; and~~
 - (iii) ~~the creation of any new securities (including securities convertible into shares in the Company) which carry rights, preference or privileges over or in parity with the rights, preferences or privileges of the CPS.~~
- (d) ~~As regards meetings. The provisions of these Articles relating to general meetings, notice of any proceedings at general meetings and votes of Members shall (subject to and except to the extent inconsistent with this Article 7A) apply *mutandis* to any separate class meeting of the Holders of CPS.~~

- ~~(e) As regards further issue of shares. The issue by the Company of shares which rank, in terms of payment of dividend and return of capital, in priority to or in parity with the CPS shall be deemed to constitute a variation or abrogation of the rights attached to the CPS.~~
- ~~(f) As regards transfer, registration, register and replacement. Holders of the CPS shall not at any time sell, dispose or otherwise transfer or mortgage, charge, pledge or otherwise encumber all or any of the CPS or any interest therein save with the prior written consent of the Company. The CPS will be in registered form and the Company shall maintain a register thereof. The provisions of these Articles relating to the registration, transfer, transmission, certificates and replacement thereof applicable to Ordinary Shares shall apply *mutatis mutandis* to the CPS.~~
- ~~(g) As regards Conversion and Redemption. The CPS shall be mandatorily converted to Conversion Shares at the Conversion Ratio subject to any adjustments to be made to the Conversion Ratio in the event of any capital alteration event, on the date falling twelve (12) months after the issuance of the relevant CPS (the "Mandatory Conversion Date").~~

~~Upon conversion, such CPS shall become Conversion Shares credited as fully paid and, from the Mandatory Conversion Date, the rights attached to such CPS are altered and such CPS shall cease to have any preference or priority set out in this Article 7A and shall rank *pari passu* in all respects with all the other Ordinary Shares then in issue (save for any rights or other distributions the record date of which is on or before the Mandatory Conversion Date).~~

~~Conversion of such CPS as are due to be converted as aforesaid on the Mandatory Conversion Date shall be effected in such manner as the Directors of the Company shall, subject to these Articles and as the Act or other applicable laws or regulations may allow, from time to time determine.~~

~~There shall be no optional conversion of the CPS by either of the Company and/or the Holders of CPS.~~

~~There will not be any redemption of the CPS either at the option of the Company or the Holders of CPS.~~

- ~~(h) As regards Adjustments to Conversion Ratio.
 - ~~(i) The Conversion Ratio of 1:1 shall from time to time be adjusted as provided in this Article 7A.~~~~

- (ii) ~~Notwithstanding any other provisions of the Article 7A, no adjustment to the Conversion Ratio shall:~~
- ~~(a) be required in respect of any grant of option or any issue and allotment of new Ordinary Shares pursuant to the exercise of any options granted under the Options;~~
 - ~~(b) be required in respect of any exercise of any warrants issued by the Company;~~
 - ~~(c) be required in respect of any issue of Conversion Shares pursuant to the conversion of any GPS; or~~
 - ~~(d) unless otherwise provided for under these Articles and subject thereto, be required in respect of an issue by the Company of Ordinary Shares, options, warrants or any other convertible securities whether for (a) cash (including placements) or (ii) in consideration or part consideration for the acquisition of any assets, business or other securities.~~
- (iii) ~~Subject to this Article 7A, if and whenever there is any consolidation, subdivision or reclassification of the Ordinary Shares, the Conversion Ratio shall be adjusted by multiplying it with a fraction:~~
- ~~(a) the numerator of which is the total number of issued Ordinary Shares immediately after such consolidation, subdivision or reclassification; and~~
 - ~~(b) the denominator of which is the total number of issued Ordinary Shares immediately prior to such consolidation, subdivision or reclassification.~~

~~Each such adjustment will be effective from the close of the Market Day immediately preceding the date on which the consolidation, subdivision or reclassification becomes effective.~~

~~This Article 7A shall apply for so long as any GPS are outstanding.~~

- (v) ~~Subject to this Article 7A, if and whenever the Company shall issue (the “Capitalisation Issue”) to the Ordinary Shareholders Ordinary Shares credited as fully paid-up, by way of capitalization of profits or reserve (whether of a capital or income nature) or issue of Ordinary Shares for nil consideration, other than an issue of Ordinary Shares to Ordinary Shareholders who elect to receive Ordinary Shares in lieu of cash or other dividend, the Conversion Ratio shall be adjusted by multiplying it by the following fraction:~~

$$\frac{A+B}{A}$$

where:

~~A = the aggregate number of issued and fully paid-up Ordinary Shares immediately before such Capitalisation Issue; and~~

~~B = the aggregate number of Ordinary Shares to be issued pursuant to such Capitalisation Issue.~~

~~Each such adjustment shall be effective (if appropriate, retroactively) from the commencement of the day next following the record date for such issue.~~

~~This Article 7A shall apply for so long as any CPS are outstanding.~~

- (v) ~~Subject to this Article 7A, if any whenever the Company shall make an offer or invitation to Ordinary Shareholders whereunder they may acquire or subscribe for Ordinary Shares by way of rights (the “Rights Issue”), the Conversion Ratio shall be adjusted by multiplying it by the following fraction:~~

$$\frac{E}{E-F}$$

~~E = the volume weighted average of the Last Dealt Price for five (5) consecutive Market Days (on which Ordinary Shares are traded on the SGX-ST) immediately preceding the date on which the Right Issue is announced to the SGX-ST or (failing any such announcement) immediately preceding the record date of the Right Issue; and~~

~~F = The value of right attributable to one Ordinary Share which shall be calculated in accordance with the formula:~~

$$\frac{E - G}{H + 1}$$

~~Where:~~

~~E = as in E above;~~

~~G = the subscription price for one additional Ordinary Share under the Rights Issue;~~

~~H = the number of Ordinary Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one additional Ordinary Shares under the Rights Issue; and~~

~~1 = one.~~

~~Each such adjustment will be effective (if appropriate, retroactively from the commencement of the day next following the record date for the Right Issue.~~

~~This Article 7A shall apply for so long as any CPS is outstanding.~~

- ~~(vi) Any adjustment to the Conversion Ratio will be rounded upwards to the nearest 0.001. No adjustment will be made to the Conversion Ratio unless it has been certified to be in accordance with this Article 7A by the Auditors. No adjustment will be made to the Conversion Ratio in any case in which the amount by which the same would be increased or reduced would be less than 0.001 and any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment. For the avoidance of doubt, the number of Conversion Shares to be issued pursuant to the conversion of any CPSs, based on the prevailing Conversion Ratio, shall be rounded down to the nearest whole number.~~
- ~~(vii) If, for any reason, an event giving rise to an adjustment (the "first adjustment") made to the Conversion Ratio pursuant to this Article 7A is cancelled, revoked or not completed, the Conversion Ratio shall be re-adjusted to the amount prevailing immediately prior to the first adjustment with effect from such date and in such manner as the Auditors may consider appropriate.~~

~~(viii) Whenever there is an adjustment to the Conversion Ratio as herein provided, the Company shall give notice to the Holders of CPS within five (5) Business Days of the adjustment that the Conversion Ratio has been adjusted and setting forth the event giving rise to the adjustment, the Conversion Ratio prior to the such adjustment, the adjusted Conversion Ratio and the effective date of such adjustment and shall at all times thereafter, so long as any of the CPS remains convertible, send to such Holders of CPS a certified true copy of the signed certificate of the Auditors certifying the adjustment to the Conversion Ratio and a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Conversion Ratio prior to such adjustment, the adjusted Conversion Ratio and the effective date of such adjustment and shall send a copy thereof to such Holders of CPS.~~

~~(ix) In giving any certificate or making any adjustment or determination under this Article 7A, the Auditors and the Approved Bank (as the case may be) shall be deemed to be acting as experts and not as arbitrators. In the absence of manifested error, their decision shall be conclusive and binding on the Company, the Holders of CPS and all persons having an interest in the CPS.~~

~~No adjustment to the Conversion Ratio shall be made unless it has been certified to be in accordance with this Article 7A by the Auditors.~~

~~(x) If the Directors, the Auditors and (if applicable) the Approved Bank are unable to agree upon any adjustment required under the provisions of this Article 7A, the Directors shall refer to the adjustment to the decision of another Approved Bank acting as expert and not arbitrator and whose decision as to such adjustment shall be final and conclusive and no certification by the Auditors shall in such circumstances be necessary.~~

~~(xi) The costs and expenses in relation to the appointment of Approved Bank(s) and the Auditors shall be borne by the Company.~~

- ~~(i) As regards prescription. Any Holder of CPS who has failed to claim distributions or other property or rights within seven (7) years of their having been made available to him will not thereafter be able to claim such distributions or other property or rights which shall be forfeited and shall revert to the Company. The Company shall retain such distributions or other property or rights but shall not at any time be a trustee in respect of any distributions or other property or rights nor be accountable for any income or other benefits derived therefrom.~~
- ~~(j) Taxation. All payments in respect of the CPS shall be made after deducting or withholding all amounts for or on account of any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax and which are required by applicable law to be deducted or withheld. The Company shall not pay any additional amounts in respect of any such deduction or withholding from payments in respect of the CPS for or on account of any such present or future taxes, duties, assessments or governmental charges.~~
- ~~(k) No payment in respect of the CPS shall be made by the Company to any Holder of CPS without deduction or withholding for or account of any such present or future taxes, duties assessments or governmental charges unless such Holder of CPS shall have provided a statutory declaration or other evidence satisfactory to the Company that the beneficial owner of such payment.
 - ~~(i) is a resident in Singapore for the tax purpose; or~~
 - ~~(ii) is otherwise entitled to receive such payment free of any such deduction or withholding~~~~

~~If requested by a Holder of CPS, the Company shall procure that such person shall be furnished with a certificate specifying the gross amount of such payment, the amount of tax deducted or withheld and the net amount of such payment.~~

~~7A(2) In Articles 7A(1) to 7A(5) inclusive, the following expressions shall, unless the context otherwise requires, having the following meanings:~~

~~“Act” means the Companies Act (Chapter 50) of Singapore;~~

~~“Approved Bank” means any reputable bank, merchant bank, financial institution or holder of a capital markets services license in Singapore that is regulated, licensed or approved by the Monetary Authority of Singapore as may be selected by the Directors;~~

~~“Auditors” means the auditors for the time being of the Company and (if there shall be joint auditors) any one or more of such auditors or in the event of their being unable or unwilling to carry out any action required of them, such other firm of accountants as may be nominated or approved by the Company for the purpose;~~

~~“Business Day” means a day when commercial banks in Singapore are open business (but shall not include Saturdays, Sundays and gazetted public holidays in Singapore);~~

~~“Catalist” means the sponsor-supervised listing platform of the SGX-ST~~

~~“Conversion Ratio” means, subject to adjustment in certain circumstances in accordance with Article 7A(i), the ratio for the conversion of each CPS into Conversion Shares, being (1) Conversion Shares for each CPS;~~

~~“Conversion Shares” means the Ordinary Shares, such Ordinary Shares to be issued credited as fully paid-up upon the conversion of the CPS and ranking *pari passu* with all the other Ordinary Shares in the capital of the Company;~~

~~“CPS” means the convertible preference shares in the capital of the Company;~~

~~“Holders of CPS” means the registered holders of the CPS and “Holder of CPS” means any of them;~~

~~“Last Dealt Price” means, in relation to a Share on a relevant Market Day, the last dealt price per Share for one or more board lots of Shares on the Market Day on which there is trading of Shares on Catalist;~~

~~“Market Day” means a day on which the SGX-ST is open for trading of securities in Singapore;~~

~~“Options” means outstanding options to subscribe for new Ordinary Shares granted under the Trittech Group Employee Share Option Scheme and/or the Trittech PSP adopted by the Company;~~

~~“Ordinary Shares” means ordinary shares in the capital of the Company, and “Ordinary Share” means any one of them;~~

~~“Permitted Reorganisation” means a solvent reconstruction, amalgamation, reorganization, merger or consolidation whereby all or substantially all the business, undertaking and assets of the Company are transferred to a successor entity which assumes all the obligations of the Company under the CPS; and~~

~~“SGX-ST” means Singapore Exchange Securities Trading Limited.~~

~~7A(3) The Register of Holders of CPS may at the discretion of the Company be closed during periods when the Register of Members and/or the Register of Transfer of the Company is/are closed or deemed to be closed, during such period to determine the entitlement of Holders of CPS to dividends or during such other periods as the Company may determine.~~

~~7A(4) Any consent, approval or sanction of the Holders of CPS required under this Article 7A and/or any variation or abrogation, of the rights of the Holders of CPS as set out in these Articles 7A (1) to 7A (5) inclusive shall require the affirmative vote of a majority (in terms of shareholding) of the Holders of CPS.~~

~~7A(5) In the event of any conflict or inconsistency between the provisions of the Article 7A and the other provisions of these Articles then (in favour of the Holders of CPS) in provisions of this Article 7A shall prevail.~~

2. ARTICLE 8(3)

8(3) The Company may issue shares for which no consideration is payable to the Company.

3. ARTICLE 12

12(1) The Company may pay commissions or brokerage on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage may be satisfied by the payment of cash or the allotment of fully or partly shares or partly in one way and partly in the other. The payment or agreement to pay a commission or the conferring of an option shall lie in the discretion of the Directors on behalf of the Company.

(2) Any expenses (including commissions or brokerage) incurred directly by the Company in the issue of new shares may be paid out of the proceeds of the issue or the Company's share capital. Such payment shall not be taken as reducing the amount of share capital in the Company.

4. ARTICLE 17

17 Every certificate shall be issued under the Seal (where the Company has a Seal) or executed as a deed in accordance with the Act and shall specify the number and class of shares to which it relates, whether the shares are fully or partly paid up, and the amount (if any) unpaid thereon and any other information the Act may require. No certificate shall be issued representing shares of more than one class.

5. **ARTICLE 134-26**

26(1)

The Company shall be entitled to destroy all instruments of instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of ~~two~~ six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of ~~one~~ six years from the date of the cancellation thereof and it shall be conclusively be presumed in the favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other documents so destroyed was duly and properly made and every instrument of transfer so destroyed was a valid instrument and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. ~~PROVIDED ALWAYS THAT~~ Provided that:—

- (a) the Company shall adequately record for future reference the information required to be contained in any company records;
- (b) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (c) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any ~~other~~ circumstances which would not attach to the Company in the absence of this Article; and
- (d) references herein to the destruction of any document include references to the disposal thereof in any manner; and
- (e) references herein to company records shall include records kept in hard copy form or electronic form.

(2)

The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine provided always that such registration shall not be suspended for more than thirty days in any year. The Company shall give prior notice of such closure as may be required to the Stock Exchange, stating the period and the purpose or purposes of such closure.

6. ARTICLE 10 53

10

~~Subject to any direction to the contrary that may be given by the Company in general meeting or except as permitted under the Securities Exchange's listing rules, all new shares of whatever kind shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as far as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined and, after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.~~

53(1)

Subject to any direction to the contrary that may be given by the Company in General Meeting or except as permitted under the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, all new shares shall before issue be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion as far as the circumstances admit, to the number of the existing shares to which they are entitled. In offering such new shares in the first instance to all the then holders of any class of shares the offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer if not accepted will be deemed to be declined and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company and the Directors may as they think most beneficial to the Company dispose of any such new shares which by reason of the proportion borne by them to the shares held by holders entitled to any such offer or by reason of any other difficulty in apportioning the same cannot, in the opinion of the Directors, be conveniently offered under this Article.

(2)

Notwithstanding Article 53(1), the Company may by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to:–

- (a) (i) issue shares of the Company (“shares”) whether by way of rights, bonus or otherwise; and/or
- (ii) make or grant offers, agreements or options (collectively, “Instruments”) that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and
- (b) (notwithstanding the authority conferred by the Ordinary Resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the Ordinary Resolution was in force, provided that:–
 - (i) the aggregate number of shares to be issued pursuant to the Ordinary Resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the Ordinary Resolution) shall be subject to such limits and manner of calculation as may be prescribed by the Stock Exchange;
 - (ii) in exercising the authority conferred by the Ordinary Resolution, the Company shall comply with the provisions of the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange for the time being in force (unless such compliance is waived by the Stock Exchange) and this Constitution; and
 - (iii) (unless revoked or varied by the Company in General Meeting) the authority conferred by the Ordinary Resolution shall not continue in force beyond the conclusion of the Annual General Meeting next following the passing of the Ordinary Resolution, or the date by which such Annual General Meeting is required by law to be held, or the expiration of such other period as may be prescribed by the Act (whichever is the earliest).

(3) Notwithstanding Article 53(1) above but subject to any applicable law, the Directors shall not be required to offer any new shares to Members to whom by reason of foreign securities laws such offers may not be made without registration of the shares or a prospectus or other document, but to sell the entitlements to the new shares on behalf of such Members in such manner as they think most beneficial to the Company.

7. ARTICLE 49 55

55(1) The Company may by Ordinary Resolution:–

- (a) consolidate and divide all or any of its shares capital;
- (b) cancel any shares which, at the date of the passing of the Ordinary Resolution, have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the number of shares so cancelled;
- (c) subdivide its shares or any of them (subject nevertheless to the provisions of the Statutes Act and this Constitution) provided always that in such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and ~~so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares; or~~
- (d) subject to the provisions of this Constitution and the Act, convert its share capital or any class of shares from one currency to another currency.

(2) The Company may by Special Resolution, subject to and in accordance with the Act, convert one class of shares into another class of shares.

8. ARTICLE 54 61

~~(A)(1)~~

~~Save as otherwise permitted under the Act, an Annual General Meeting shall be held once in every year, at such time (within 4 months after the end of each financial year while it is listed on the Stock Exchange, or within a period of not more than 6 months after the end of each financial year in the case that the Company ceases to be listed on the Stock Exchange) and such place in Singapore as may be determined by the Directors. Unless such requirement is waived by the Stock Exchange, the interval between the end of each financial year and the date of the Annual General Meeting shall not exceed such period as may be prescribed by the Stock Exchange from time to time.~~

~~A general meeting shall be held once in every calendar year, at such time and place as may be determined by the Directors, but not more than four months shall be allowed to between the close of each financial year and such general meeting.~~

(3)

Subject to compliance with relevant laws, regulations and the listing rules of the Stock Exchange or the rules of any stock exchange upon which the shares of the Company may be listed, any General Meeting may be held entirely, or to any extent as determined by the Directors, by any virtual or electronic audio-visual means of communication, whether in its entirety or linked to the main place of a General Meeting by such means, in such manner that all Members and Directors participating in the General Meeting are able to adequately communicate with each other, and vote, whether on a show of hands or by a poll. Participation in a General Meeting in the manner set out in this Article shall constitute presence in person of such Member at such General Meeting, shall count towards the quorum, and a Member shall be entitled to exercise all rights under a General Meeting. Such a General Meeting shall be deemed to take place where the largest group of Members (or their proxy, or in the case of a corporation, their respective corporate representatives) present for purposes of the General Meeting is assembled or, if there is no such group, where the Chairman of the General Meeting is present. The Directors shall be entitled to require that all voting at the General Meeting be by way of proxies executed by the Members giving instructions to the Chairman of the General Meeting and/or in Accordance with Article 77(4)(c) and/or in such other manner as the Directors may determine in their sole discretion. The Directors shall also be entitled to regulate the manner in which such General Meetings are to be held, including but not limited to procedures on identification of the Member and requiring prior registration of the Member prior to the General Meeting. The other Articles governing General Meetings shall apply *mutatis mutandis* to any General Meeting convened in the manner set out in this Article.

9. ARTICLE 59-65

65 Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-

- (a) declaring dividends;
- (b) reading, considering and adopting the financial statements, the report of the Directors and Auditors and other documents required to be attached to the financial statements;
- (c) appointing or re-appointing the Auditor and fixing the remuneration of the Auditor or determining the manner in which such remuneration is to be fixed; and
- (d) appointing or re-appointing Directors to fill vacancies arising at the meeting on retirement whether by rotation or otherwise; and in place of those retiring by rotation or otherwise and fixing the remuneration of the Directors.

~~All business shall be deemed special that is transacted at an extraordinary meeting, and also all that is transacted at a general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, any other documents annexed to the balance sheets, the election of directors in the place of those retiring and the fixing of the remuneration of the Directors and the appointment and fixing of the remuneration of the Auditors.~~

10. ARTICLE 64-71

71(1) If required by the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, all resolutions at General Meetings shall be voted by poll (unless such requirement is waived by the Stock Exchange).

(2) Subject to Article 71(1), at any General Meeting a resolution put to the vote at the General Meeting shall be decided on a show of hands unless before or on the declaration of the results of the show of hands a poll is demanded by either a poll be (before or on the declaration of the result of the show of hands) demanded:-

- (a) by the Chairman of the meeting General Meeting; or
- (b) by not less at least two Members present in person or by proxy and entitled to vote at the meeting thereat; or
- (c) by any Member or Members present in person or by proxy and representing not less than ten five per cent of the total voting rights of all the Members having the right to vote at the General Meeting meeting; or

- ~~(d) by a Member or Members present in person or by proxy holding shares conferring a right to vote at the General Meeting, being shares on which an aggregate sum has been paid up equal to not less than five per cent of the total sum paid up on all the shares (excluding treasury shares) conferring that right. A Member or Members present in person or by proxy and holding not less than ten per cent of the total number of paid-up shares of the Company (excluding treasury shares).~~

A demand for a poll made pursuant to this Article 71(2) shall not prevent the continuance of the General Meeting for the transaction of any business, other than the question on which the poll has been demanded. Unless a poll is demanded (and the demand is not withdrawn) or is required pursuant to article 71(1), a declaration by the Chairman of the General Meeting that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. A demand for a poll made pursuant to this Article 71(2) may be withdrawn.

11. ARTICLE 72

- 72 (1) Where a poll is taken, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the General Meeting. The Chairman may (and, if required by the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange or if so requested by the meeting, shall) appoint scrutineers and may adjourn the meeting to some time and place in Singapore fixed by him for the purpose of declaring the result of the poll.
- (2) Without limiting the generality of Article 72(1) above, a poll may be taken by electronic means in such manner as the Chairman may direct.
- (3) Subject to the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, the scrutineer(s) shall:
- (a) be independent of the persons undertaking the polling process;
 - (b) ensure that satisfactory procedures of the voting process are in place before the General Meeting; and
 - (c) direct and supervise the count of the votes cast through proxy and in person.

12. ARTICLE 75-77(1)

77(1)

~~A Member shall be entitled and to vote on any question either personally or by proxy, for another Member at any General Meeting, or upon a poll and to be reckoned in a quorum in respect of any fully paid-up shares and of any shares upon which calls due and payable to the Company shall have been paid. A proxy need not be a Member of the Company. No shareholder shall be entitled so to vote or be recognised in a quorum in respect of any shares upon which any call or other sum so due and payable shall be unpaid.~~

Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company and to Article 9, each Member entitled to vote may vote in person or by proxy. Every Member who is present in person or by proxy shall:–

- (a) on a poll, have one (1) vote and on a poll every such Member shall have one (1) vote for every share of which he holds or represents; and
- (b) on a show of hands, have one vote provided that:–
 - (i) in the case of a Member who is the holder not a relevant intermediary and who is represented by two proxies, only one of the two (2) proxies as determined by that Member or, failing such determination, by the Chairman of the meeting (or by a person authorised by him) in his sole discretion shall be entitled to vote on a show of hands; and
 - (ii) in the case of a Member who is a relevant intermediary and who is represented by two (2) or more proxies, each proxy shall be entitled to vote on a show of hands.

For the purpose of determining the number of votes which a Member, being a Depositor, or his proxy may cast at any General Meeting on a poll, the reference to shares held or represented shall, in relation to shares of that Depositor, be the number of shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting.

(2)

The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regards to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.

- (3) Save as otherwise provided in the Act:–
- (a) a Member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote at the same General Meeting. Where such Member's form of proxy appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy; and
 - (b) a Member who is a relevant intermediary may appoint more than two (2) proxies to attend, speak and vote at the same General Meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member. Where such Member's form of proxy appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.
- (4) In any case where a Member is a Depositor, the Company shall be entitled and bound:–
- (a) to reject any instrument of proxy lodged by that Depositor if he is not shown to have any shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting; and
 - (b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by that Depositor is or are able to cast on a poll a number which is the number of shares entered against the name of that Depositor in the Depository Register as at 72 hours before the time of the relevant General Meeting, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.
 - (c) Subject to this Constitution, the Act and the listing rules of the Stock Exchange, the Directors may, at their sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow members who are unable to vote in person at any general meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail or facsimile.

13. ARTICLE 76 85

76 ~~The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or other authority, if any, under which it is signed, or a notarially certified copy pf that power or authority shall be deposited at the Office not less than forty eight hours before the time holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.~~

85(1) An instrument appointing a proxy or the power of attorney or other authority, if any:–

- (a) if sent personally or by post, must be left at the Office or such other place (if any) as is specified for the purpose in the notice convening the General Meeting; or
- (b) if submitted by email or other electronic communication, must be received through such means as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the General Meeting,

and in either case not less than 72 hours before the time appointed for the holding of the General Meeting or adjourned General Meeting or in the case of a poll before the time appointed for the taking of the poll to which it is to be used and in default shall not be treated as valid. The deposit of an instrument appointing a proxy does not preclude the Member concerned from attending and voting in person at the General Meeting, as well as for any adjournment of the General Meeting to which it relates In such an event, the appointment of the proxy or proxies is deemed to be revoked by the Member concerned at the point when the Member attends the General Meeting.

(2) The Directors may, in their absolute discretion, and in relation to such Members or class of Members as they may determine, specify the means through which instruments appointing a proxy may be submitted by electronic communications, as contemplated in Article 85(1)(b). Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), Article 85(1)(a) shall apply.

14. ARTICLE 9594

94

Other than the office of Auditor, a Director may hold any other office or place of profit with under the Company (except that of auditor) and he or any firm of which he is a member) may act in a professional capacity for the Company in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director or Chief Executive Officer (or person(s) holding equivalent position(s)) or intending Chief Executive Officer (or person(s) holding equivalent position(s)) shall be disqualified by his office from contracting or entering into any arrangement or transaction with the Company either as vendor, purchaser or otherwise nor shall such contract, arrangement or transaction or any contract, arrangement or transaction entered into by or on behalf of the Company in which any Director or Chief Executive Officer (or person(s) holding equivalent position(s)) shall be in any way interested be avoided nor shall any Director or Chief Executive Officer (or person(s) holding equivalent position(s)) so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, arrangement or transaction by reason only of such Director or Chief Executive Officer (or person(s) holding equivalent position(s)) holding that office or of the fiduciary relation thereby established but every Director and Chief Executive Officer (or person(s) holding an equivalent position(s)) shall observe the provisions of the Act relating to the disclosure of the interests of the Directors and Chief Executive Officers (or person(s) holding an equivalent position(s)) in transactions or proposed transactions with the Company or of any office or property held by a Director or a Chief Executive Officer (or person(s) holding an equivalent position(s)) which might create duties or interests in conflict with his duties or interests as a Director or a Chief Executive Officer (or person(s) holding equivalent position(s)), as the case may be, and any contract or arrangement to be entered into by or on behalf of the Company in which any Director or the Chief Executive Officer (or person(s) holding an equivalent position(s)) shall be in any way interested shall be subject to any requirements that may be imposed by the Stock Exchange. A Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any personal material interest, directly or indirectly. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

15. ARTICLE 86-101

101 The business and the affairs of the Company shall be managed by, or under the direction or supervision of, the Directors. The Directors may exercise all such powers of the Company as are not the Act or this Constitution required to be exercised by the Company in a General Meeting. The Directors shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of the Company's undertaking unless such proposals have been approved by Members in a General Meeting. The general powers given by this Article 101 shall not be limited or restricted by any special authority or power given to the Directors by any other article of this Constitution.

~~86 The business of the Company shall be managed by the Directors, who may pay all such expenses of any preliminary and incidental to the promotion, formation, establishment an registration of the Company as they think fit, and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting, but no regulation made by the Company in in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made; PROVIDED ALWAYS THAT any sale or disposal by the Directors of the Company's main undertaking shall be subject to the ratification by shareholders in general meeting save in accordance with the Act.~~

16. ARTICLE 82, 119

~~82 A Director shall not be required to hold any share qualification in the Company, but subject to the provisions of the Act he shall not be of or over the age of 70 years at the date of his appointment.~~

119 The Company at the General Meeting at which a Director retires under any provision of this Constitution may by Ordinary Resolution fill up the vacated office, by electing a person thereto In default the retiring Director shall be deemed to have been re-elected unless:-

- (a) at such General Meeting it is expressly resolved not to fill up such vacated office or a resolution for the re-election of such Director is put to the meeting and lost; or

- (b) such Director is disqualified under the Act from holding office as a Director or has given notice in writing to the Company that he is unwilling to be re-elected; or
- (c) such Director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds.

17. ARTICLE 97123

123

Subject as herein otherwise provided or to the terms of any subsisting agreement, the office of a Director shall be vacated in any one of the following events, namely:-

- ~~(1) if he becomes a bankrupt or he makes any arrangement or composition with his creditors;~~
- ~~(2) if he is prohibited from being a Director by reason of any other made under any provision of the Statutes;~~
- ~~(3) if he is found lunatic or becomes of unsound mind; or~~
- ~~(4) if he resigns his office by notice in writing to the Company.~~
- (a) if he shall become prohibited by reason of any order made under the Act or the relevant listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange from acting as a Director;
- (b) becomes disqualified from being a director by virtue of his disqualification or removal or the revocation of his or her appointment as a director, as the case may be, under the Act or any other applicable law;
- (c) ceases to be a director by virtue of the Act;
- (d) if he shall become disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds (in which case he must immediately resign from the Board of Directors);
- (e) if a receiving order is made against him, he becomes bankrupt or if he suspends payment or makes any arrangement or composition with his creditors;
- (f) if he becomes mentally disordered and incapable of managing himself or his affairs, or if in Singapore or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs during his term of office;

- (g) without prejudice to the provisions of the Act, if he resigns his office by notice in writing to the Company;
- (h) if he absents himself from the meetings of the Directors during a period of six (6) months without special leave of absence from the Board of Directors and they pass a resolution that he has by reason of such absence vacated office; and
- (i) if he is removed from pursuant to a resolution passed under the provisions of Article 121

18. ARTICLE 113125

- 125 (1) Where the Company has a Seal, the Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be signed autographically or by facsimile by one Director and the Secretary or a second Director or some other person appointed by the Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such signatures shall be dispensed with or affixed by some method of mechanical electronic signature or other method approved by the Directors. The Company may exercise the powers conferred by Section 41 and Section 124 of the Act with regard to having an official seal for use abroad and a duplicate common seal respectively, and such powers shall be exercised by the Directors.
- (2) Subject to the provisions of the Act and every other act being in force concerning companies and affecting the Company, every instrument to which the Seal shall be affixed shall be signed autographically by two Directors, or by one Director and the Secretary or some other person appointed by the Directors in place of the Secretary for the purpose, save that as regards any certificates for shares or debentures or other securities of the Company, the Directors may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature or other method approved by the Directors.
- (3) Where the Company has a Seal, the Company may exercise the powers conferred by the Act with regard to having an Official Seal for use abroad, and such powers shall be vested in the Directors.
- (4) Where the Company has a Seal, the Company may have a duplicate Common Seal as referred to in the Act which shall be a facsimile of the Common Seal with the addition on its face of the words "Share Seal".

- (5) Unless otherwise provided under the Act, the Company may execute a document described or expressed as a deed without affixing a seal onto the document by signature:
- (i) on behalf of the Company by a Director and Secretary;
 - (ii) on behalf of the Company by at least two Directors; or
 - (iii) on behalf of the Company by a Director of the Company in the presence of a witness who attests the signature.
- (6) A document described or expressed as a deed that is signed on behalf of the Company in accordance with paragraph (5) has the same effect as if the document were executed under the Seal of the Company.

19. ARTICLE 126133

- ~~126 A copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed hereto) shall, not less than fourteen days before the date appointed for holding the meeting, be sent to every Member of and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Article; Provided that that this Article shall not require a copy of these documents to be sent to more than one of any joint holders or to any person whose address the Company is not aware, but any Member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on applications at the office.~~
- 133 A copy of the financial statements and, if required, the balance sheet (including every document required by the Act to be attached), which is duly audited and which is to be laid before the Company in General Meeting accompanied by a copy of the Auditor's report thereon, shall not less than fourteen days before the date of the General Meeting be sent to every Member and to every other person who is entitled to receive notices of General Meetings from the Company under the provisions of the Act or of this Constitution, provided that:–
- (a) these documents may be sent less than fourteen days before the date of the General Meeting if all persons entitled to receive notices of General Meetings from the Company so agree and the relevant listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange are complied with; and

(b) This Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of a share in the Company or the several persons entitled thereto in consequence of the death or bankruptcy of the holder or otherwise but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

20. ARTICLE 135-126

126 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents, ~~and accounts~~ and financial statements relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents, accounts or ~~accounts~~ financial statements are elsewhere than at the ~~registered office of the Company~~ Office, the local manager and other officer of the Company having ~~the~~ custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. Any authentication or certification made pursuant to this Article may be made by any electronic means approved by the Directors from time to time for such purpose incorporating, if the Directors deem necessary, the use of security procedures or devices approved by the Directors.

21. ARTICLE 125-132

132 In accordance with the provisions of the Act, the Directors shall cause to be prepared and to be laid before the Company in General Meeting such financial statements, balance sheets, reports, statements and other documents as may be necessary. Whenever so required, the interval between the close of a financial year of the Company and the date of the Company's Annual General Meeting shall not exceed four months (or such other period as may be permitted by the Act).

125

~~Once at least in every year but in any event before the expiry of four months (or such other periods as may be prescribed from time to time by the Securities Exchange, the provision of the Act and/or any applicable law) from the close of a financial year of the Company the Directors shall lay before the Company in general meeting a profit and loss account and balance sheet for the period following the preceding account or (in the case of the first account) since the incorporation of the Company, made up to a date not more than four months (or such other period as may be prescribed from time to time by the Securities Exchange, the provisions of the Act and/or any applicable law) before such meeting. The said account and balance sheet shall be accompanied by such reports and documents and shall contain such particulars as are prescribed (but not limited) by Section 201 of the Act.~~

22. ARTICLE 126133

133

~~A copy of every the financial statements and, if required, the balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by the Act to be comprised there or attached or annexed thereto) together with), which is duly audited and which is to be laid before the Company in General Meeting accompanied by a copy of the Auditor's report thereon, shall not less than fourteen days before the date of the General Meeting be sent to every Member member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of General Meetings meetings from the Company, subject to the Statutes or the provisions of these presents, not less than fourteen days before the date of the meeting under the provisions of the Act or of this Constitution, provided Provided that:-~~

- a. ~~these documents may be sent less than fourteen days before the date of the General Meeting if all persons entitled to receive notices of General Meetings from the Company so agree and the relevant listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange are complied with; and~~
- b. ~~This Article shall not require a copy of these documents to be sent to more than one of any joint holders or to any person of whose address the Company is not aware or to more than one of the joint holders of a share in the Company or the several persons entitled thereto in consequence of the death or bankruptcy of the holder or otherwise but any Member member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office registered office of the Company.~~

23. ARTICLE 129

129 Any register, index, minute book, accounting record, minute or other book required by this Constitution or by the Act to be kept by or on behalf of the Company may, subject to and in accordance with the Act, be kept in hard copy form or in electronic form, and arranged in the manner that the Directors think fit. If such records are kept in electronic form, the Directors shall ensure that they are capable of being reproduced in hard copy form, and shall provide for the manner in which the records are to be authenticated and verified. In any case where such records are kept otherwise than in hard copy form, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, guarding against falsification and facilitating the discovery

24. ARTICLE 128153

~~128~~ A notice or any other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members or, in the case of a Depositor, such address as may be notified by the Depository to the Company for the purpose of the despatch of such notice or document. All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and any notice so given shall be sufficient notice to all the holders of such share. Any notice of a meeting or other document required or permitted to be given, sent or served under the Act or the Memorandum of Association and these Articles may be given sent or served by the Company using electronic communications in accordance with the Act.

153(1) Any notice or document (including a share certificate) may be served by the Company on Member either personally or by sending it through the post in a prepaid letter or wrapper addressed to such Member at his registered address entered in the Register of Members or (as the case may be) the Depository Register, or (if he has no registered address within Singapore) to the address, if any, within Singapore supplied by him to the Company or (as the case may be) supplied by him to the Depository as his address for the service of notices, or by delivering it to such address as aforesaid.

(2)

Without prejudice to the foregoing provisions of this Article 153(1), but subject otherwise to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, any notice or document (including, without limitation, any accounts, balance-sheet, financial statements or reports, circulars, letters, annual reports or notices) which is required or permitted to be given, sent or served Act or any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange or under this Constitution by the Company, or by the Directors, to a Member may be given, sent or served using electronic communications:–

- (a) to the current address of that person; or
- (b) by making it available on a website prescribed by the Company from time to time,
- (c) in such manner as such Member expressly consents to receiving notices and documents by giving notice in writing to the Company, in accordance with the provisions of, or as otherwise provided by, the statutes and/or any other applicable regulations or procedures,

in accordance with the provisions of this Constitution or the Act or any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange. Without prejudice to the generality of the foregoing, in the event that any notice or document is to be given, sent or served according to (b) above, the Directors may give such notification relating to the address of the website and how to access such notice or document in such manner as the Directors may determine at their discretion, subject to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange.

(3)

Subject to the Act and any under the Act made thereunder relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, a Member shall be implied to have agreed to receive such notice or document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document, unless otherwise provided under applicable laws.

- (4) Notwithstanding Article 153(3), the Directors may, at their discretion, or will, if so required by the Act, any regulations made under the Act relating to electronic communications or any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, give a Member an opportunity, on at least one occasion, to elect within a specified period of time whether to receive such notice or document by way of electronic communications or as a physical copy, and subject to Article 153(5) below, a Member shall be deemed to have consented to receive such notice or document by way of electronic communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have a right to receive a physical copy of such notice or document, unless otherwise provided under applicable laws.
- (5) Any election or deemed election by a Member pursuant to Article 153(4) above is a standing election but the Member may make a fresh election at any time, provided that until the Member makes a fresh election, the election or deemed election that is conveyed to the Company last in time prevails over all previous elections as that Member's valid and subsisting election in relation to all documents and notices to be sent pursuant to Article 153(4) above.
- Articles 153(2), (3), (4) and (5) above shall not apply to such notices or documents which are excluded from being given, sent or served by electronic communications or means pursuant to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange.
- (7) Where a notice or document is given, sent or served to a Member by making it available on a website pursuant to Article 153(2)(b), the Company shall give separate notice to the Member of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by any one or more of the following means:
- (a) by sending such separate notice to the Member personally or through the post pursuant to Article 153(1);
 - (b) by sending such separate notice to the Member using electronic communications to his current address pursuant to Article 153(2)(a);
 - (c) by way of advertisement in the daily press; and/or
 - (d) by way of announcement on any Stock Exchange upon which shares in the Company may be listed.

25. ARTICLE 128157

128 ~~A notice or any other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members or, in the case of a Depositor, such address as may be notified by the Depository to the Company for the purpose of the despatch of such notice or document. All notices directed to be given to the Members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and any notice so given shall be sufficient notice to all the holders of such share. Any notice of a meeting or other document required or permitted to be given, sent or served under the Act or the Memorandum of Association and these Articles may be given sent or served by the Company using electronic communications in accordance with the Act.~~

157(1) Any notice or other document if sent by post and whether by airmail or not shall be deemed to have been at the time the envelope or wrapper containing the same is posted, and in proving such service by post it shall be sufficient to prove that the letter or wrapper containing the same was properly addressed and put into the post office as a prepaid letter or wrapper.

(2) Subject to any applicable laws relating to electronic communications, including, *inter alia*, the Act and the provisions of any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, where a notice or document is given, sent or served by electronic communications:–

(a) to the current address of a person pursuant to Article 153(2)(a), it shall be deemed to have been duly given, sent or served at the time of transmission of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery or “returned mail” reply message or any other error message indicating that the electronic communication was delayed or not successfully sent), unless otherwise provided under the Act and/or any other applicable regulations or procedures; and

(b) by making it available on a website pursuant to Article 153(2)(b), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, or unless otherwise provided under the Act and/or any other applicable regulations or procedures.

26. ARTICLE 133 160(1)

133 ~~Subject (but not limited) to Section 172 of the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all expenses, charges, cost, damages, claims, proceedings, losses or liabilities whatsoever which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.~~

160(1) Subject to the Statutes provisions of and so far as may be permitted by the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred or to be incurred by him in the execution and discharge of his duties or in relation thereto (including without any limitation any liability by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court) unless the same shall happen through his own negligence, default, breach of duty or breach of trust. Without prejudice to the generality of the foregoing, no Director, Secretary or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, default, breach of duty or breach of trust.

- 160(2) Without prejudice to the generality of Article 160(1) above, every Director, Secretary or other officer of the Company is to be indemnified out of the assets of the Company against any liability (other than any liability referred to in Section 172B(1)(a) or (b) of the Act) incurred by the Director, Secretary or officer to a person other than the Company attaching to the Director, Secretary or officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company.
- 160(3) Every Auditor is to be indemnified out of the assets of the company against any liability incurred by the Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in the Auditor's favour or in which the Auditor is acquitted or in connection with any application under the Act in which relief is granted to the Auditor by the Court in respect of any negligence, default, breach of duty or breach of trust.
- 160(4) Subject to the provisions of and so far as may be permitted by the Act, the Company shall be permitted to provide every Director with defence funding, provided that (A) in the case of defence funding permitted under Section 163A of the Act, such defence funding shall be repaid in accordance with Section 163A(2), or (B) in the case of defence funding permitted under Section 163B of the Act, such defence funding shall be repaid upon any action taken by a regulatory authority against him. Such defence funding may be subject to such rate of interest as may be determined by the Board of Directors. In this Article 160(4), "defence funding" shall mean the provision of funds by way of a loan to a director to meet expenditure incurred or to be incurred, (A) in the case of defence funding permitted under Section 163A of the Act, in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by that person in relation to the entity at risk, or in connection with an application for relief or any action to enable such director to avoid incurring such expenditure; or (B) in the case of defence funding permitted under Section 163B of the Act, in defending himself in an investigation by a regulatory authority or against any action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust in relation to the entity at risk, or any action to enable such director to avoid incurring such expenditure.

160(5) The Directors may decide to purchase and maintain insurance, at the expense of the Company for the benefit of any Director or other officer of the Company and its subsidiaries (if any) in respect of any liabilities mentioned in this Article 160. This Article 160 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

27. ARTICLE 5-8(4)

5 ~~Subject (but not limited) to Section 70 of the Act, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed. The Company shall also have the power to issue further preference shares ranking equally with or in priority to any preference shares already issued.~~

8(4) Preference shares may be issued subject to such limitation thereof as may be prescribed by the Stock Exchange. In such an event, the total number of preference shares shall no exceed the total number of issued ordinary shares at any time. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets and attending General Meetings, and preference e shareholders shall also have the right to vote at any General Meeting convened for the purpose of reducing the capital or winding-up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the General Meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrears.

28. ~~ARTICLE 57~~ 64

57

~~Any general meeting at which it is proposed to pass a special resolution or a resolution of which special notice has been given to the Company, shall be called by twenty-one days' notice at least any other general meeting by fourteen days' notice at least, provided that a general meeting notwithstanding that it has been called a shorter notice than that specified above, shall be deemed to have been duly called if it, it is so agreed (a) in the case of a general meeting, by all the Members entitled to attend and to vote thereat (b) in the case of extraordinary meetings, a majority in number of the members having a right to attend and vote thereat, being a majority which holds not less than 95% of total voting rights of all the members having a right to vote at that meeting. Every notice calling a general meeting shall specify the place and that day and the hour of meeting and be given in a manner hereinafter mentioned to such persons as are under the provisions of these Articles entitled to receive the notices of general meetings from the Company. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. In the event of the Company being listed on the Securities Exchange at least fourteen days' notice of every such meeting shall be given by advertisement in the daily press and in writing to the Securities Exchange. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person shall not invalidate the proceedings or any resolution passed at any such meeting.~~

64(1)

Every notice the calling a General Meeting shall specify the place in Singapore and day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a Member member entitled to attend and vote is entitled to appoint a proxy to attend and to vote instead of him and that a proxy need not be a Member.

In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as a Special Resolution or as requiring special notice, the notice shall contain a statement to that effect.

29. ARTICLE 63-68

63 ~~The Chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no Member shall be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.~~

68 If within half an hour from the time appointed for the General Meeting (or such longer interval as the Chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday then to the next business day following that public holiday) at the same time and place in Singapore, or to such other day and at such other time and place in Singapore as the Directors may determine and if at such the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be deemed to be a quorum.

30. ARTICLE 22

22 No shares shall in any circumstances be transferred to any infant, bankrupt or person who is mentally disordered and incapable of managing himself or his affairs.

31. ARTICLE 32 29

33 ~~In the case of the death of a Member, the survivor or survivors, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder shall be the only persons recognised by the Company as having any title to his shares. But nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.~~

29

Any person becoming entitled to the legal title in a share in consequence of the death or bankruptcy of a Member whose name is entered in the Register of Members, and any guardian of an infant becoming entitled to the legal title in a share and whose name is entered in the Register of Members, and any as properly has the management of the estate of a Member whose name is entered in the Register of Members and who is mentally disordered and incapable of managing himself or his affairs may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or transfer the share to some other person, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share a Member.

32. ARTICLE 14 42

14

~~The Directors may sell any shares subject to such lien at such time or times and in such manner as they think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or a liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof, and giving notice of intention to sell in default, shall have been served on such Member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.~~

42

For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit but no sale shall be made until such time as the moneys owing to the Company are presently payable and until a notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default; shall have been served in such manner as the Directors shall think fit on such Member or the person (if any) entitled to effect a transmission of the shares and who shall have produced to the Company satisfactory evidence of such capacity and default in payment shall have been made by him or them for fourteen days after such notice. Provided always that if a Member shall have died or become mentally disordered and incapable of managing himself or his affairs or bankrupt and no person shall have given to the Company satisfactory proof of his right to effect a transmission of the shares held by such Member the Directors may exercise such power of sale without serving any such notice.

33. ARTICLE 67 72

67 ~~No poll shall be demanded on the election of a Chairman or on any question of adjournment of the meeting. A poll demanded on any other question shall be taken at such time and place, and in such manner as the Chairman direct, and the results of the poll shall be deemed to be the resolutions of the meeting at which the poll was demanded. Any business other than that upon which a poll has been demanded may be proceeded with at a meeting pending the taking of the poll.~~

72(1) Where a poll is taken, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the General Meeting. The Chairman may (and, if required by the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange or if so requested by the meeting, shall) appoint scrutineers and may adjourn the meeting to some time and place in Singapore fixed by him for the purpose of declaring the result of the poll.

(2) Subject to the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, the scrutineer(s) shall:

- (a) be independent of the persons undertaking the polling process;
- (b) ensure that satisfactory procedures of the voting process are in place before the General Meeting; and
- (c) direct and supervise the count of the votes cast through proxy and in person.

34. ARTICLE 73 88

73 ~~A person of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other legal curator and such last mentioned persons may give their votes either personally or by proxy.~~

A vote given in accordance with the terms of an instrument of proxy (which for the purposes of this Constitution shall also include a power of attorney) shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy, or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, or mental disorder, revocation or transfer shall have been received by the Company at the Office (or such other place as may be specified for the deposit of instruments appointing proxies) at before the commencement of the General Meeting or adjourned General Meeting (or in the case of a before the time appointed for the taking of the poll at which proxy is used.

35. ARTICLE 77 83

77

~~An instrument appointing a proxy or representative shall be in writing in the common form or any other form approved by the Directors and:-~~

- ~~(1) in the case of an individual, shall be signed by the appointor or by his attorney; and~~
- ~~(2) in the case of a corporation, shall be either under its common seal or signed by its attorney or by an officer on behalf of the corporation.~~

83(1)

An instrument appointing a proxy shall be in writing and:-

- (a) in the case of an individual, shall be:-
 - (i) signed by the appointer or his attorney if the instrument of proxy is delivered personally or sent by post; or
 - (ii) authorised by that individual through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication; and
- (b) in the case of a corporation, shall be:-
 - (iii) either given under the its common seal or signed on its behalf by an attorney or a duly authorised officer on behalf of the corporation a duly authorised officer of the corporation if the instrument of proxy is delivered personally or sent by post; or
 - (iv) authorised by that corporation through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication.

The Directors may, for the purposes of Articles 83(1)(a)(ii) and 83(1)(b)(ii), designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

The signature on, or authorisation of, such instrument need not be witnessed. Where an instrument appointing a proxy is signed or authorised on behalf of the appointor (which shall, for purposes of this paragraph include a Depositor) by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Article 85, failing which the instrument may be treated as invalid.

(2)

The Directors may, in their absolute discretion:–

- (a) approve the method and manner for an instrument appointing a proxy to be authorised; and
- (b) designate the procedure for authenticating an instrument appointing a proxy, as contemplated in Articles 83(1)(a)(ii) and 83(1)(b)(ii) for application to such Members or class of Members as they may determine. Where the Directors do not so approve and designate in relation to a Member (whether of a class or otherwise), article 83(1)(a)(i) and/or (as the case may be) Article 83(1)(b)(i) shall apply.

36. ARTICLE – 163

163(1)

Subject to any written law or regulation, a Member who is a natural person is deemed to have consented to the collection, use and disclosure of his personal data (whether such personal data is provided by that Member or is collected through a third party) by the Company (or its agents or service providers) from time to time for any of the following purposes:–

- (a) implementation and administration of any corporate action by the Company (or its agents or service providers);
- (b) internal analysis and/or market research by the Company (or its agents or service providers);
- (c) investor relations communications by the Company (or its agents or service providers);
- (d) administration by the Company (or its agents or service providers) of that Member's holding of shares in the Company;

- (e) implementation and administration of any service provided by the Company (or its agents or service providers) to its Members to receive notices of meetings, annual reports and other shareholder communications and/or for proxy appointment, whether by electronic means or otherwise;
- (f) processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for any General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to any General Meeting (including any adjournment thereof);
- (g) implementation and administration of, and compliance with, any provision of this Constitution;
- (h) compliance with any applicable laws, listing rules, take-over rules, regulations and/or guidelines; and
- (i) purposes which are reasonably related to any of the above purpose.

(2)

Any Member who appoints a proxy and/or representative for any General Meeting and/or any adjournment thereof is deemed to have warranted that where such Member discloses the personal data of such proxy and/or representative to the Company (or its agents or service providers), that Member has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy and/or representative for the purposes specified in Articles 163(1)(f) and 163(1)(h), and is deemed to have agreed to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of such Member's breach of warranty.

APPENDIX 2

THE NEW CONSTITUTION

THE COMPANIES ACT, CHAPTER 50

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

of

TRITECH GROUP LIMITED

(Adopted by Special Resolution passed on 29 July 2021)

INTERPRETATION

1. In this Constitution, if not inconsistent with the subject or context, the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:—

WORDS

MEANINGS

“Act”	The Companies Act, Cap. 50 or any statutory modification, amendment or re-enactment thereof for the time being in force or any and every other act for the time being in force concerning companies and affecting the Company and any reference to any provision as so modified, amended or re-enacted or contained in any such subsequent Companies Act or other act concerning companies and affecting the Company.
“Alternate Director”	An alternate director appointed pursuant to Article 100.
“book-entry securities”	The documents evidencing title to listed securities which are deposited by a Depositor with the Depository and are registered in the name of the Depository or its nominee, and which are transferable by way of a book-entry in the Depository Register and not by way of an instrument of transfer.
“Chairman”	The chairman of the Directors or the chairman of the General Meeting as the case may be.

WORDS	MEANINGS
“The Company”	The abovenamed Company by whatever name from time to time called.
“This Constitution”	This Constitution or other regulations of the Company for the time being in force.
“Director”	Includes any person acting as a Director of the Company and includes any person duly appointed and acting for the time being as an alternate Director.
“Board of Directors”	The Directors for the time being of the Company or such number of them as have authority to act for the Company.
“dividend”	Means the dividend permissible under the Act and includes bonus and payment by way of bonus.
“General Meeting”	A general meeting of the Company.
“market day”	A day on which the Stock Exchange is open for trading in securities.
“Member”	A Member of the Company, save that references in this Constitution to “Member” shall, where the Act requires, exclude the Company where it is a Member by reason of its holding of its shares as treasury shares.
“month”	Calendar month.
“Office”	The registered office of the Company for the time being.
“paid-up”	Includes credited as paid-up.
“registered address” or “address”	In relation to any Member, his physical address for the service or delivery of notices or documents personally or by post, except where otherwise expressly provided in this Constitution.
“Register of Members”	The Register of Member of the Company pursuant to Section 190 of the Act.
“Seal”	The Common Seal of the Company or in appropriate cases the Official Seal or duplicate Common Seal.
“Secretary”	The Secretary or Secretaries appointed under this Constitution and shall include any person entitled to perform the duties of the Secretary temporarily.

WORDS**MEANINGS**

“Stock Exchange” The Singapore Exchange Securities Trading Limited for so long as the shares of the Company are listed and quoted on the Singapore Exchange Securities Trading Limited and/or such other stock exchange in respect of which the shares of the Company are listed or quoted.

“Writing” and “Written” Written or produced by any substitute for writing or partly one and partly another and shall include (except where otherwise expressly specified in this Constitution or the context otherwise requires, and subject to any limitations, conditions or restrictions contained in the Act) any representation or reproduction of words, symbols or other information which may be displayed in a visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.

“year” Calendar year.

The expressions “Depositor”, “Depository”, “Depository Agent” and “Depository Register” shall have the meanings ascribed to them respectively in the Securities and Futures Act, Cap. 289.

The expressions “Chief Executive Officer”, “current address”, “electronic communication”, “Ordinary Resolution”, “relevant intermediary”, “Special Resolution” and “Treasury Shares” shall have the meanings ascribed to them respectively in the Act.

References in this Constitution to “holder(s)” of shares or a class of shares shall:—

- (a) exclude the Depository or its nominee (as the case may be) except where otherwise expressly provided in this Constitution or where the term “registered holders” or “registered holder” is used in this Constitution;
- (b) where the context so requires, be deemed to include references to Depositors whose names are entered in the Depository Register in respect of those shares; and
- (c) except where otherwise expressly provided in this Constitution, exclude the Company in relation to shares held by it as treasury shares,

and “holding” and “held” shall be construed accordingly.

Words denoting the singular number only shall include the plural and vice versa.

Words denoting the masculine gender only shall include the feminine gender.

Words denoting persons shall include corporations.

Save as aforesaid, any words or expressions used in the Act and the Interpretation Act (Cap.1) shall, if not inconsistent with the subject or context, bear the same meanings in this Constitution.

Any reference in this Constitution to any enactment is a reference to that enactment as for the time being amended or re-enacted.

A Special Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of this Constitution.

The headnotes and marginal notes are inserted for convenience of reference only and shall not affect the construction of this Constitution.

NAME

2. The name of the Company is "TRITECH GROUP LIMITED". Name

REGISTERED OFFICE

3. The Office of the Company shall be at such place as the Directors shall from time to time determine. Office

POWER

4. Subject to the provisions of the Act and any other written law and this Constitution, the Company has:— Objects
- (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
 - (b) for the purposes of paragraph (a) above, full rights, powers and privileges.

LIABILITY OF MEMBERS

5. The liability of the Members is limited. Liability of Members

SHARES

6. The Company may, subject to and in accordance with the Act, purchase or otherwise acquire its issued shares on such terms and in such manner as the Company may from time to time think fit. If required by the Act, any share which is so purchased or acquired by the Company shall, unless held in treasury in accordance with the Act, be deemed to be cancelled immediately on purchase or acquisition by the Company. On the cancellation of any share as aforesaid, the rights and privileges attached to that share shall expire. In any other instance, the Company may hold or deal with any such share which is so purchased or acquired by it in such manner as may be permitted by, and in accordance with, the Act. Power to repurchase shares

7. Subject to the Act and this Constitution, no shares may be issued by the Directors without the prior approval of the Company in General Meeting but subject thereto and to Article 53, and to any special rights attached to any shares for the time being issued, the Directors may allot and issue shares or grant options over or otherwise dispose of the same to such persons on such terms and conditions and for such consideration (if any) and at such time and subject or not to the payment of any part of the amount (if any) thereof in cash as the Directors may think fit, and any shares may be issued with such preferential, deferred, qualified or special rights, privileges or conditions, as the Directors may think fit, and preference shares may be issued which are or at the option of the Company are liable to be redeemed, the terms and manner of redemption being determined by the Directors provided always that:—
- (a) (subject to any direction to the contrary that may be given by the Company in General Meeting) any issue of shares for cash to Members holding shares of any class shall be offered to such Members in proportion as nearly as may be to the number of shares of such class then held by them and the provisions of the second sentence of Article 53(1) with such adaptations as are necessary shall apply; and
- (b) any other issue of shares, the aggregate of which would exceed the limits referred to in Article 53(2), shall be subject to the approval of the Company in General Meeting.
8. (1) The Company has power to issue different classes of shares.
- (2) The rights attaching to shares of a class other than ordinary shares shall be expressed in this Constitution.
- (3) The Company may issue shares for which no consideration is payable to the Company.
- (4) Preference shares may be issued subject to such limitation thereof as may be prescribed by the Stock Exchange. In such an event, the total number of preference shares shall not exceed the total number of issued ordinary shares at any time. Preference shareholders shall have the same rights as ordinary shareholders as regards receiving of notices, reports and balance sheets and attending General Meetings, and preference shareholders shall also have the right to vote at any General Meeting convened for the purpose of reducing the capital or winding-up or sanctioning a sale of the undertaking of the Company or where the proposal to be submitted to the General Meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrear.
- (5) The Company has power to issue further preference capital ranking equally with, or in priority to, preference shares already issued.
9. The Company shall not exercise any right in respect of treasury shares other than as provided by the Act. Subject thereto, the Company may hold or deal with its Treasury Shares in the manner authorised by, or prescribed pursuant to, the Act.

Issue of shares

Issue of different classes of shares
Shares of a class other than ordinary shares
Issue of shares for no consideration
Preference shares

Issue of further preference capital
Treasury shares

VARIATION OF RIGHTS

10. If, at any time the share capital is divided into different classes, subject to the provisions of the Act, preference capital, other than redeemable preference capital, may be repaid and the special rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the sanction of a Special Resolution passed at a separate General Meeting of the holders of shares of the class and to every such Special Resolution the provisions of the Act shall with such adaptations as are necessary apply. To every such separate General Meeting the provisions of this Constitution relating to General Meetings shall *mutatis mutandis* apply; but so that the necessary quorum shall be two persons at least holding or representing by proxy at least one-third of the issued shares of the class and any holder of shares of the class present in person or by proxy may demand a poll. Provided always that where the necessary majority for such a Special Resolution is not obtained at the General Meeting, consent in writing if obtained from the holders of three-fourths of the issued shares of the class concerned within two months of the General Meeting shall be as valid and effectual as a Special Resolution carried at the General Meeting.
- Variation of rights
11. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by this Constitution as is in force at the time of such issue, be deemed to be varied by the issue of further shares ranking equally therewith.
- Issue of further shares with special rights
12. (1) The Company may pay commissions or brokerage as may be lawful on any issue of shares at such rate or amount and in such manner as the Directors may deem fit. Such commissions or brokerage may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The payment or agreement to pay a commission or the conferring of an option shall lie in the discretion of the Directors on behalf of the Company.
- Power to pay commission and brokerage
- (2) Any expenses (including commissions or brokerage) incurred directly by the Company in the issue of new shares may be paid out of the proceeds of the issue or the Company's share capital. Such payment shall not be taken as reducing the amount of share capital in the Company.
13. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may, subject to the conditions and restrictions mentioned in the Act, pay interest on so much of the share capital (except treasury shares) as is for the time being paid up and may charge the same to capital as part of the cost of the construction or provision.
- Power to charge interest on capital
14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by this Constitution or by law
- Exclusion of equities

otherwise provided) any other rights in respect of any share, except an absolute right to the entirety thereof in the person (other than the Depository or its nominee (as the case may be)) entered in the Register of Members as the registered holder thereof or (as the case may be) the person whose name is entered in the Depository Register in respect of that share.

15. Except as herein provided no person shall exercise any rights or privileges of a Member until he is registered in the Register of Members or (as the case may be) the Depository Register as a Member and shall have paid all calls and other moneys due for the time being on every share held by him. Exercise of Member's rights
16. When two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint tenants with benefit of survivorship subject to the provisions following:- Joint holders
- (a) The Company shall not be bound to register more than three persons as the holders of any share except in the case of executors or administrators (or trustees) of the estate of a deceased Member.
 - (b) For the purposes of a quorum joint-holders of any share shall be treated as one Member.
 - (c) Only one certificate shall be issued in respect of any share.
 - (d) Only the person whose name stands first in the Register of Members as one of the joint-holders of any share shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company. Any notice served on any one of the joint-holders shall be deemed to have been duly served on all of them.
 - (e) The joint-holders of any share shall be liable severally as well as jointly in respect of calls and any other payments which ought to be made in respect of such share.
 - (f) Any one of the joint-holders of any share may give effectual receipts for any dividend, return of capital or other sum of money payable to such joint-holders in respect of such share.
 - (g) On the death of any one of the joint-holders of any share the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share but the Directors may require such evidence of death as they think necessary to call for.
 - (h) If more than one of such joint-holders are present in person or proxy at any General Meeting only that one of the joint-holders or his attorney or proxy, whose name stands first in the Register of Members or (as the case may be) the Depository Register amongst those so present in person or proxy shall be entitled to vote in respect of any of the shares so held.

SHARE CERTIFICATES

17. Every certificate shall be issued under the Seal (where the Company has a Seal) or executed as a deed in accordance with the Act and shall specify the number and class of shares to which it relates, whether the shares are fully or partly paid up, and the amount (if any) unpaid thereon and any other information the Act may require. No certificate shall be issued representing shares of more than one class. Certificates
18. Every person whose name is entered as a Member in the Register of Members shall be entitled within ten market days (or such other period as may be approved by the Stock Exchange) of the closing date of any application for shares or, as the case may be, the date of lodgement of a registrable transfer or on a transmission of shares to one certificate for all his shares of any one class or several certificates in reasonable denominations each for a part of the shares so allotted or transferred. If a Member shall require several certificates each for a part of the shares so allotted or transferred or included in the transmission or if a Member transfers part only of the shares comprised in a certificate or requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner the Member shall pay prior to the issue of the certificates or certificate a fee not exceeding S\$2 for each such new certificate as the Directors may determine. Provided that where the Member is a Depositor, the delivery by the Company to the Depository of provisional allotments or share certificates in respect of the aggregate entitlements of Depositors to new shares offered by way of rights issue or other preferential offering or bonus issue shall to the extent of the delivery discharge the Company from any further liability to each such Depositor in respect of his individual entitlement. Entitlement to certificates
19. Subject to the provisions of the Act, if any certificate shall be defaced, worn out, destroyed, lost or stolen, a new certificate may be issued in lieu thereof on such evidence being produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, member firm or member company of the Stock Exchange or on behalf of its or their client or clients as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate and in any case on payment of such sum not exceeding S\$2 as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to whom such new certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss. Issue of replacement certificates

TRANSFER OF SHARES

20. Subject to the provisions of this Constitution, all transfers of shares shall be effected by written instrument of transfer in the form as approved by the Stock Exchange or in any other form acceptable to the Directors. Form of transfer of shares
21. The instrument of transfer of any share shall be signed by or on behalf of both the transferor and the transferee and be witnessed, save that an instrument of transfer in respect of which the transferee is the Depository or its nominee (as the case may be) shall be effective although not signed or witnessed by or on behalf of the Depository or its nominee (as the case may Execution of transfer of shares

be). The transferor shall remain the holder of the share concerned until the name of the transferee is entered in the Register of Members in respect thereof. The Directors may dispense with the execution of the instrument of transfer by the transferee and the requirement that the instrument of transfer be witnessed in any case in which they think fit in their discretion to do so.

22. No shares shall in any circumstances be transferred to any infant, bankrupt or person who is mentally disordered and incapable of managing himself or his affairs but nothing herein contained shall be construed as imposing on the Company any liability in respect of the registration of such transfer if the Company has no actual knowledge of the same. Person under disability
23. There shall be no restriction on the transfer of fully paid up shares (except as required by law, the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange) but the Directors may in their discretion decline to register any transfer of shares upon which the Company has a lien and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve. Provided always that in the event of the Directors refusing to register a transfer of shares, they shall within ten market days beginning with the date on which the application for a transfer of shares was made, serve a notice in writing to the applicant stating the facts which are considered to justify the refusal as required by the Act. Directors' power to decline to register
24. If the Directors refuse to register a transfer of any share, they shall within ten market days after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of refusal as required by the Act. Notice of refusal
25. The Directors may decline to register any instrument of transfer unless:— Terms of registration of transfers
- (a) such fee not exceeding S\$2 as the Directors may from time to time require, is paid to the Company in respect thereof;
 - (b) the amount of proper duty (if any) with which each instrument of transfer is chargeable under any law for the time being in force relating to stamps is paid;
 - (c) the instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by a certificate of payment of stamp duty (if any), the certificates of the shares to which the transfer relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do; and
 - (d) the instrument of transfer is in respect of only one class of shares.

All instruments of transfer which are registered may be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same except in the case of fraud.

26. (1) The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notifications of change of address at any time after the expiration of six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of the cancellation thereof and it shall be conclusively presumed in the favour of the Company that every entry in the Register of Members purporting to have been made on the basis of an instrument of transfer or other documents so destroyed was duly and properly made and every instrument of transfer so destroyed and was a valid instrument and effective instrument duly and properly registered and every share certificate so destroyed was a valid and effective certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided that:–
- Retention of transfers
- (a) the Company shall adequately record for future reference the information required to be contained in any company records;
 - (b) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
 - (c) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any circumstances which would not attach to the Company in the absence of this Article;
 - (d) references herein to the destruction of any document include references to the disposal thereof in any manner; and
 - (e) references herein to company records shall include records kept in hard copy form or electronic form.
- Suspension of registration
- (2) The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine provided always that such registration shall not be suspended for more than thirty days in any year. The Company shall give prior notice of such closure as may be required to the Stock Exchange, stating the period and the purpose or purposes of such closure.
27. (1) Nothing in this Constitution shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.
- Renunciation of allotment
- (2) Neither the Company nor its Directors nor any of its Officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other Officers, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed

and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assigns, alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.

- (3) The provisions in this Constitution relating to the transfer, transmission or certification of shares shall not apply to the transfer of book-entry securities.

TRANSMISSION OF SHARES

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| 28. | <p>(1) In the case of the death of a Member whose name is entered in the Register of Members, the survivor or survivors where the deceased was a joint-holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares.</p> <p>(2) In the case of the death of a Member who is a Depositor, the survivor or survivors where the deceased was a joint-holder, and the executors or administrators of the deceased where he was a sole or only surviving holder and where such executors or administrators are entered in the Depository Register in respect of any shares of the deceased Member, shall be the only persons recognised by the Company as having any title to his interest in the shares.</p> <p>(3) Nothing in this Article shall release the estate of a deceased holder from any liability in respect of any share solely or jointly held by him.</p> | <p>Survivor, executors or administrators entitled to shares of a deceased Member</p> <p>Survivor, executors or administrators entitled to shares of a deceased Depositor</p> <p>Estate of deceased holder</p> |
| 29. | <p>Any person becoming entitled to the legal title in a share in consequence of the death or bankruptcy of a Member whose name is entered in the Register of Members, and any guardian of an infant becoming entitled to the legal title in a share and whose name is entered in the Register of Members, and any person as properly has the management of the estate of a Member whose name is entered in the Register of Members and who is mentally disordered and incapable of managing himself or his affairs may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or transfer the share to some other person, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by a Member.</p> | <p>Transmission of shares</p> |
| 30. | <p>If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing in a form approved by the Directors signed by him stating that he so elects. If he shall elect to transfer the share to another person he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the event upon which transmission took place had not occurred and the notice or transfer were a transfer signed by the person from whom the title by transmission is derived.</p> | <p>Requirements regarding transmission of shares</p> |

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| 31. | A person becoming entitled to a share by transmission shall be entitled to receive and give a discharge for the same dividends and be entitled to the other advantages to which he would be entitled if he were the Member in respect of the share, except that he shall not, before being registered as a Member in the Register of Members or before his name shall have been entered in the Depository Register in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to General Meetings. | Rights of persons entitled to a share by transmission |
| 32. | The Directors may at any time give notice requiring any person entitled to a share by transmission to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, or other moneys payable in respect of the share until the requirements of the notice have been complied with. | Person entitled may be required to register or transfer share |
| 33. | There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares, such fee not exceeding S\$2 as the Directors may from time to time require or prescribe. | Fee for registration of probate, etc |

CALLS ON SHARES

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| 34. | The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares and not by the conditions of allotment thereof made payable at fixed times, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine. | Amounts and periods |
| 35. | A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments. | When made |
| 36. | If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom it is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight per cent per annum as the Directors may determine, and shall also pay all costs, charges and expenses which the Company may have incurred or become liable for in order to recover payment of or in consequence of non-payment of such call but the Directors shall be at liberty to waive payment of such interest, costs, charges and expenses wholly or in part. | Interest on overdue calls |
| 37. | Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date shall for the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. | On allotment |

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| 38. | The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment. | Directors may differentiate between holders |
| 39. | The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by him and such payments in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is made, and upon the moneys so received or so much thereof as from time to time exceed the amount of the call then made upon the shares concerned, the Company may pay interest at such rate not exceeding eight per cent per annum as the Member paying such sum and the Directors agree upon. Capital paid on shares in advance of calls shall not whilst carrying interest confer a right to participate in profits. | Payment in advance of calls |
| 40. | The Directors may apply all dividends which may be declared in respect of any shares in payment of any calls made or instalments payable and which may remain unpaid in respect of the same shares. | Lien on dividends to pay call |

LIEN AND FORFEITURE

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| 41. | The Company shall have a first and paramount lien and charge on every share (not being a fully paid share) registered in the name of each Member (whether solely or jointly with others) and on the dividends declared or payable in respect thereof. Such lien shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amount as the Company may be called upon by law to pay in respect of the shares of the Member or deceased Member. | Company's lien |
| 42. | For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit but no sale shall be made until such time as the moneys owing to the Company are presently payable and until a notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default shall have been served in such manner as the Directors shall think fit on such Member or the person (if any) entitled to effect a transmission of the shares and who shall have produced to the Company satisfactory evidence of such capacity and default in payment shall have been made by him or them for fourteen days after such notice. Provided always that if a Member shall have died or become mentally disordered and incapable of managing himself or his affairs or bankrupt and no person shall have given to the Company satisfactory proof of his right to effect a transmission of the shares held by such Member the Directors may exercise such power of sale without serving any such notice. | Notice to pay the amount due, and sale on non-compliance therewith |
| 43. | Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon the proceeds shall be applied first in the payment of the costs of such sale, next in satisfaction of the debt, obligation, engagement or liability of the Member to the Company and the residue (if any) shall be paid to the Member or as he shall direct or to his executors, administrators or assigns. | Application of sale proceeds |
| 44. | A statutory declaration in writing that the declarant is a Director and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the | Title to shares forfeited or surrendered or sold to satisfy a lien |

share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together (where the same be required) with the share certificate delivered to a purchaser (or where the purchaser is a Depositor, to the Depository or its nominee (as the case may be)) or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute good title to the share and the share shall be registered in the name of the person to whom the share is sold, reallocated or disposed of or, where such person is a Depositor, the Company shall procure that his name be entered in the Depository Register in respect of the share so sold, re-allotted or disposed of. Such person shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

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| 45. | In the event of a forfeiture of shares or a sale of shares to satisfy the Company's lien thereon the Member or other person who prior to such forfeiture or sale was entitled thereto shall be bound to deliver and shall forthwith deliver to the Company the certificate or certificates held by him for the shares so forfeited or sold. | Certificate of shares to be delivered to the Company |
| 46. | If a Member fails to pay any call or any part thereof on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. | If call or instalment not paid, notice may be given |
| 47. | The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited. | Form of notice |
| 48. | If the requirements of such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter before all payments required by the notice have been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder. | If notice not complied with shares may be forfeited |
| 49. | A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit, subject to compliance with all applicable laws. To give effect to any such sale, the Directors may, if necessary, authorise some person to transfer or effect the transfer of a forfeited or surrendered share to any such person as aforesaid. | Sale of shares forfeited |

- 50. A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of the shares, but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were payable by him to the Company in respect of the shares with interest thereon at eight per cent per annum (or such lower rate as the Directors may approve) from the date of forfeiture or surrender until payment, but such liability shall cease if and when the Company receives payment in full of all such money in respect of the shares and the Directors may waive payment of such interest either wholly or in part.

Rights and liabilities of Members whose shares have been forfeited or surrendered
- 51. The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time as if the same had been payable by virtue of a call duly made and notified.

Forfeiture applies to non-payment of call due at fixed time

ALTERATION OF CAPITAL

- 52. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special, limited or conditional rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution or, if required by the Act, by Special Resolution determine (or, in the absence of any such determination, but subject to the Act, as the Directors may determine) and subject to the provisions of the Act, the Company may issue preference shares which are, or at the option of the Company are, liable to be redeemed.

Rights and privileges of new shares
- 53. (1) Subject to any direction to the contrary that may be given by the Company in General Meeting or except as permitted under the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, all new shares shall before issue be offered to such persons who as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion as far as the circumstances admit, to the number of the existing shares to which they are entitled. In offering such new shares in the first instance to all the then holders of any class of shares the offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer if not accepted will be deemed to be declined and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company and the Directors may as they think most beneficial to the Company dispose of any such new shares which by reason of the proportion borne by them to the shares held by holders entitled to any such offer or by reason of any other difficulty in apportioning the same cannot, in the opinion of the Directors, be conveniently offered under this Article.

Issue of new shares to Members

(2) Notwithstanding Article 53(1), the Company may by Ordinary Resolution in General Meeting give to the Directors a general authority, either unconditionally or subject to such conditions as may be specified in the Ordinary Resolution, to:–

General authority for Directors to issue new shares and make or grant Instruments

(a) (i) issue shares of the Company (“shares”) whether by way of rights, bonus or otherwise; and/or

(ii) make or grant offers, agreements or options (collectively, “Instruments”) that might or would require shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) warrants, debentures or other instruments convertible into shares; and

(b) (notwithstanding the authority conferred by the Ordinary Resolution may have ceased to be in force) issue shares in pursuance of any Instrument made or granted by the Directors while the Ordinary Resolution was in force, provided that:–

(i) the aggregate number of shares to be issued pursuant to the Ordinary Resolution (including shares to be issued in pursuance of Instruments made or granted pursuant to the Ordinary Resolution) shall be subject to such limits and manner of calculation as may be prescribed by the Stock Exchange;

(ii) in exercising the authority conferred by the Ordinary Resolution, the Company shall comply with the provisions of the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange for the time being in force (unless such compliance is waived by the Stock Exchange) and this Constitution; and

(iii) (unless revoked or varied by the Company in General Meeting) the authority conferred by the Ordinary Resolution shall not continue in force beyond the conclusion of the Annual General Meeting next following the passing of the Ordinary Resolution, or the date by which such Annual General Meeting is required by law to be held, or the expiration of such other period as may be prescribed by the Act (whichever is the earliest).

(3) Notwithstanding Article 53(1) above but subject to any applicable law, the Directors shall not be required to offer any new shares to Members to whom by reason of foreign securities laws such offers may not be made without registration of the shares or a prospectus or other document, but to sell the entitlements to the new shares on behalf of such Members in such manner as they think most beneficial to the Company.

54. Except so far as otherwise provided by the conditions of issue or by this Constitution, all new shares shall be subject to the provisions of the Act and this Constitution with reference to allotments, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

New shares otherwise subject to provisions of the Act and this Constitution

55. (1) The Company may by Ordinary Resolution:–
- (a) consolidate and divide all or any of its shares;
 - (b) cancel any shares which, at the date of the passing of the Ordinary Resolution, have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled;
 - (c) subdivide its shares or any of them (subject nevertheless to the provisions of the Act and this Constitution) provided always that in such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and
 - (d) subject to the provisions of this Constitution and the Act, convert its share capital or any class of shares from one currency to another currency.
- (2) The Company may by Special Resolution, subject to and in accordance with the Act, convert one class of shares into another class of shares.

Power to consolidate, subdivide and redenominate shares

Power to convert shares

56. The Company may by Special Resolution reduce its share capital, or any other undistributable reserve in any manner and subject to any incident authorised and consent required by law. Without prejudice to the generality of the foregoing, upon cancellation of any share purchased or otherwise acquired by the Company pursuant to this Constitution and the Act, the number of issued shares of the Company shall be diminished by the number of the shares so cancelled, and, where any such cancelled share was purchased or acquired out of the capital of the Company, the amount of share capital of the Company shall be reduced accordingly.

Power to reduce capital

CONVERSION OF SHARES INTO STOCK

57. The Company may by Ordinary Resolution convert any paid-up shares into stock, and may from time to time by like resolution reconvert any stock into paid-up shares of any denomination.
58. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same articles as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum number of stock units transferable and restrict or forbid the transfer of fractions of that minimum.
59. The holders of stock shall, according to the number of stock units held by them, have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards dividend and return of capital and the assets on winding up) shall be conferred by any such number of stock units which would not if existing in shares have conferred that privilege or advantage; and no such conversion shall affect or prejudice any preference or other special privileges attached to the shares so converted.

Conversion of shares into stock and re-conversion

Transfer of stock

Rights of stockholders

60. The provisions of this Constitution which are applicable to paid-up shares shall, so far as circumstances will admit, apply to stock, and the words “share” and “shareholder” therein shall include “stock” and “stockholder”.
- Shares/stock

GENERAL MEETINGS

61. (1) Save as otherwise permitted under the Act, an Annual General Meeting shall be held once in every year, at such time (within a period of 4 months after the end of each financial year while it is listed on the Stock Exchange, or within a period of not more than 6 months after the end of each financial year in the case that the Company ceases to be listed on the Stock Exchange) and place in Singapore as may be determined by the Directors. Unless such requirement is waived by the Stock Exchange, the interval between the end of each financial year and the date of the Annual General Meeting shall not exceed such period as may be prescribed by the Stock Exchange from time to time.
- Annual General Meeting
- (2) All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings and shall be held at such time and place in Singapore as may be determined by the Directors.
- Extraordinary General Meeting
- (3) Subject to compliance with relevant laws, regulations and the listing rules of the Stock Exchange or the rules of any stock exchange upon which the shares of the Company may be listed, any General Meeting may be held entirely, or to any extent as determined by the Directors, by any virtual or electronic audio-visual means of communication, whether in its entirety or linked to the main place of a General Meeting by such means, in such manner that all Members and Directors participating in the General Meeting are able to adequately communicate with each other, and vote, whether on a show of hands or by a poll. Participation in a General Meeting in the manner set out in this Article shall constitute presence in person of such Member at such General Meeting, shall count towards the quorum, and a Member shall be entitled to exercise all rights under a General Meeting. Such a General Meeting shall be deemed to take place where the largest group of Members (or their proxy, or in the case of a corporation, their respective corporate representatives) present for purposes of the General Meeting is assembled or, if there is no such group, where the Chairman of the General Meeting is present. The Directors shall be entitled to require that all voting at the General Meeting be by way of proxies executed by the Members giving instructions to the Chairman of the General Meeting and/or in accordance with Article 77(4)(c) and/or in such other manner as the Directors may determine in their sole discretion. The Directors shall also be entitled to regulate the manner in which such General Meetings are to be held, including but not limited to procedures on identification of the Member and requiring prior registration of the Member prior to the General Meeting. The other Articles governing General Meetings shall apply *mutatis mutandis* to any General Meeting convened in the manner set out in this Article.
- General Meetings via Electronic Means

62. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened by such requisition or, in default, may be convened by such requisitionists, in accordance with the provisions of the Act. If at any time there are not within Singapore sufficient Directors capable of acting to form a quorum at a meeting of Directors, any Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

Calling
Extraordinary
General
Meetings

NOTICE OF GENERAL MEETINGS

63. (1) Any General Meeting at which it is proposed to pass a Special Resolution or (save as provided by the Act) a resolution of which special notice has been given to the Company shall be called by at least twenty one days' notice in writing and any Annual General Meeting and any other Annual General Meeting by at least fourteen days' notice in writing. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the General Meeting is to be held and shall be given in the manner hereinafter mentioned to such persons as are under the provisions herein contained and the Act entitled to receive such notices from the Company; provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed:-

Notice of
General
Meetings

- (a) in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and
- (b) in the case of an Annual General Meeting by a majority in number of the Members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent of the total voting rights of all the Members having a right to vote at that meeting.

Provided also that the accidental omission to give notice to, or the non-receipt by any person entitled thereto, shall not invalidate the proceedings at any General Meeting.

At least fourteen days' notice of any General Meeting shall be given by advertisement in the daily press and in writing to the Stock Exchange.

- (2) Notice of every General Meeting shall be given to:-

Persons
entitled to
receive notice

- (a) every Member;
- (b) every person entitled to a share in consequence of the death or bankruptcy or otherwise of a Member who but for the same would be entitled to receive notice of the General Meeting; and
- (c) the Auditor for the time being of the Company.

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| 64. | <p>(1) Every notice calling a General Meeting shall specify the place in Singapore and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and to vote instead of him and that a proxy need not be a Member.</p> <p>(2) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.</p> <p>(3) In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of the business; and if any resolution is to be proposed as a Special Resolution or as requiring special notice, the notice shall contain a statement to that effect.</p> | <p>Contents of notice</p>
<p>Notice of Annual General Meeting</p> <p>Nature of special business to be specified</p> |
| 65. | <p>Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-</p> <p>(a) declaring dividends;</p> <p>(b) considering and adopting the financial statements, the Directors' statement, the Auditor's report and other documents required to be attached to the financial statements;</p> <p>(c) appointing or re-appointing the Auditor and fixing the remuneration of the Auditor or determining the manner in which such remuneration is to be fixed; and</p> <p>(d) appointing or re-appointing Directors in place of those retiring by rotation or otherwise and fixing the remuneration of the Directors.</p> | <p>Routine business</p> |
| 66. | <p>Any notice of a General Meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business.</p> | <p>Special business</p> |

PROCEEDINGS AT GENERAL MEETINGS

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| 67. | <p>No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two Members present in person or by proxy shall form a quorum. For the purpose of this Constitution, "Member" includes a person attending by proxy or by attorney or as representing a corporation which is a Member but shall, as required by the Act, exclude the Company where it is a Member by reason of its holding of treasury shares. Provided that (i) a proxy representing more than one Member shall only count as one Member for the purpose of determining the quorum; and (ii) where a Member (who is not a relevant intermediary) is represented by more than one proxy such proxies shall count as only one Member for the purpose of determining the quorum.</p> | <p>Quorum</p> |
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68. If within half an hour from the time appointed for the General Meeting (or such longer interval as the Chairman of the meeting may think fit to allow) a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday then to the next business day following that public holiday) at the same time and place in Singapore, or to such other day and at such other time and place in Singapore as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be deemed to be a quorum. Adjournment if quorum not present
69. The Chairman, if any, of the Directors shall preside as Chairman at every General Meeting. If there be no such Chairman or if at any General Meeting he be not present within fifteen minutes after the time appointed for holding the meeting or be unwilling to act, the Members present shall choose some Director to be Chairman of the meeting or, if no Director be present or if all the Directors present decline to take the chair, one of their number present to be Chairman. Chairman
70. The Chairman may, with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or *sine die*) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a General Meeting is adjourned *sine die*, the time and place in Singapore for the adjourned meeting shall be fixed by the Directors. When a General Meeting is adjourned for thirty days or more or *sine die*, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting. Adjournment
71. (1) If required by the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, all resolutions at General Meetings shall be voted by poll (unless such requirement is waived by the Stock Exchange). Mandatory polling
- (2) Subject to Article 71(1), at any General Meeting a resolution put to the vote at the General Meeting shall be decided on a show of hands unless a poll be (before or on the declaration of the result of the show of hands) demanded:– Method of voting where mandatory polling not required
- (a) by the Chairman of the General Meeting; or
- (b) by at least two Members present in person or by proxy and entitled to vote thereat; or
- (c) by any Member or Members present in person or by proxy and representing not less than five per cent of the total voting rights of all the Members having the right to vote at the General Meeting; or

- (d) by a Member or Members present in person or by proxy, holding shares conferring a right to vote at the General Meeting, being shares on which an aggregate sum has been paid up equal to not less than five per cent of the total sum paid up on all the shares (excluding treasury shares) conferring that right.

A demand for a poll made pursuant to this Article 71(2) shall not prevent the continuance of the General Meeting for the transaction of any business, other than the question on which the poll has been demanded. Unless a poll is demanded (and the demand is not withdrawn) or is required pursuant to Article 71(1), a declaration by the Chairman of the General Meeting that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. A demand for a poll made pursuant to this Article 71(2) may be withdrawn.

- 72. (1) Where a poll is taken, it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct and the result of the poll shall be deemed to be the resolution of the General Meeting. The Chairman may (and, if required by the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange or if so requested by the meeting, shall) appoint scrutineers and may adjourn the meeting to some time and place in Singapore fixed by him for the purpose of declaring the result of the poll.
- (2) Without limiting the generality of Article 72(1) above, a poll may be taken by electronic means in such manner as the Chairman may direct.
- (3) Subject to the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, the scrutineer(s) shall:
 - (a) be independent of the persons undertaking the polling process;
 - (b) ensure that satisfactory procedures of the voting process are in place before the General Meeting; and
 - (c) direct and supervise the count of the votes cast through proxy and in person.

- 73. If any votes be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same General Meeting or at any adjournment thereof and not in any case unless it shall in the opinion of the Chairman be of sufficient magnitude.

Votes counted
in error

- 74. In the case of an equality of votes, whether on a poll or on a show of hands, the Chairman of the meeting at which the poll or show of hands takes place shall be entitled to a second or casting vote.

Chairman's
casting vote

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| 75. | A poll on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the General Meeting) and place in Singapore as the Chairman may direct. No notice need be given of a poll not taken immediately. | Time for taking a poll |
| 76. | After the Chairman of any meeting shall have declared the General Meeting to be over and shall have left the chair no business or question shall under any pretext whatsoever be brought forward or discussed. | End of General Meeting |

VOTE OF MEMBERS

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| 77. | <p>(1) Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the Company and to have regard Article 9, each Member entitled to vote may vote in person or by proxy. Every Member who is present in person or by proxy shall:–</p> <p>(a) on a poll, have one vote for every share which he holds or represents; and</p> <p>(b) on a show of hands, have one vote, provided that:–</p> <p style="padding-left: 40px;">(i) in the case of a Member who is not a relevant intermediary and who is represented by two (2) proxies, only one of the two proxies as determined by that Member or, failing such determination, by the Chairman of the meeting (or by a person authorised by him) in his sole discretion shall be entitled to vote on a show of hands; and</p> <p style="padding-left: 40px;">(ii) in the case of a Member who is a relevant intermediary and who is represented by two (2) or more proxies, each proxy shall be entitled to vote on a show of hands.</p> | Voting rights of Members |
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For the purpose of determining the number of votes which a Member, being a Depositor, or his proxy may cast at any General Meeting on a poll, the reference to shares held or represented shall, in relation to shares of that Depositor, be the number of shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting.

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| (2) | The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regards to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy. | Notes and instructions |
| (3) | <p>Save as otherwise provided in the Act:–</p> <p>(a) a Member who is not a relevant intermediary may appoint not more than two proxies to attend, speak and vote at the same General Meeting. Where such Member's form of proxy appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy; and</p> | Appointment of proxies |

- (b) a Member who is a relevant intermediary may appoint more than two (2) proxies to attend, speak and vote at the same General Meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such Member. Where such Member's form of proxy appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.
- (4) In any case where a Member is a Depositor, the Company shall be entitled and bound:–
- Shares entered in Depository Register
- (a) to reject any instrument of proxy lodged by that Depositor if he is not shown to have any shares entered against his name in the Depository Register as at 72 hours before the time of the relevant General Meeting; and
- (b) to accept as the maximum number of votes which in aggregate the proxy or proxies appointed by that Depositor is or are able to cast on a poll a number which is the number of shares entered against the name of that Depositor in the Depository Register as at 72 hours before the time of the relevant General Meeting, whether that number is greater or smaller than the number specified in any instrument of proxy executed by or on behalf of that Depositor.
- (c) Subject to this Constitution, the Act and the listing rules of the Stock Exchange, the Directors may, at their sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow members who are unable to vote in person at any general meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail or facsimile.
- Voting in Absentia
78. Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting or of any class of Members and the persons so authorised shall be entitled to exercise the same powers on behalf of the corporation as the corporation would exercise if it were an individual Member and such corporation shall for the purpose of this Constitution (but subject to the Act) be deemed to be present in person at any such General Meeting if a person so authorised is present thereat.
- Corporations acting by representatives
79. (1) Where there are joint holders of any share any one of such persons may vote and be reckoned in a quorum at any General Meeting either personally or by proxy as if he were solely entitled thereto and if more than one of such joint holders be so present at any General Meeting that one of such persons so present whose name stands first in the Register of Members or (as the case may be) the Depository Register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased Member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.
- Voting rights or joint holders

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| <p>(2) A Member who becomes incapable of managing himself or his affairs or whose person or estate is liable to be dealt with in any way under the law relating to mental disorders may vote whether on a show of hands or on a poll by his committee, curator bonis or such other person as properly has the management of his estate and any such committee, curator bonis or other person may vote by proxy or attorney, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than seventy-two hours before the time appointed for holding the Meeting.</p> | <p>Voting rights of Members who are subject to mental disorders</p> |
| <p>80. Subject to the provisions of this Constitution every Member shall be entitled to be present and to vote at any General Meeting either personally or by proxy and to be reckoned in a quorum in respect of shares fully paid and in respect of partly paid shares where calls are not due and unpaid.</p> | <p>Rights to vote</p> |
| <p>81. No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.</p> | <p>Objections</p> |
| <p>82. On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.</p> | <p>Votes on a poll</p> |
| <p>83. (1) An instrument appointing a proxy shall be in writing and:–</p> <p style="margin-left: 40px;">(a) in the case of an individual shall be:–</p> <p style="margin-left: 80px;">(i) signed by the appointor or his attorney if the instrument of proxy is delivered personally or sent by post; or</p> <p style="margin-left: 80px;">(ii) authorised by that individual through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication; and</p> <p style="margin-left: 40px;">(b) in the case of a corporation shall be:–</p> <p style="margin-left: 80px;">(i) either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation if the instrument of proxy is delivered personally or sent by post; or</p> <p style="margin-left: 80px;">(ii) authorised by that corporation through such method and in such manner as may be approved by the Directors, if the instrument is submitted by electronic communication.</p> | <p>Execution of proxies</p> |

The Directors may, for the purposes of Articles 83(1)(a)(ii) and 83(1)(b)(ii), designate procedures for authenticating any such instrument, and any such instrument not so authenticated by use of such procedures shall be deemed not to have been received by the Company.

The signature on, or authorisation of, such instrument need not be witnessed. Where an instrument appointing a proxy is signed or authorised on behalf of the appointor (which shall, for purposes of this paragraph include a Depositor) by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Article 85, failing which the instrument may be treated as invalid.

(2) The Directors may, in their absolute discretion:–

- (a) approve the method and manner for an instrument appointing a proxy to be authorised; and
- (b) designate the procedure for authenticating an instrument appointing a proxy, as contemplated in Articles 83(1)(a)(ii) and 83(1)(b)(ii) for application to such Members or class of Members as they may determine. Where the Directors do not so approve and designate in relation to a Member (whether of a class or otherwise), Article 83(1)(a)(i) and/or (as the case may be) Article 83(1)(b)(i) shall apply.

Directors may approve method and manner, and designate procedure, for electronic communications

84. A proxy need not be a Member.

A proxy need not be Member Deposit of proxies

85. (1) An instrument appointing a proxy or the power of attorney or other authority, if any:–

- (a) if sent personally or by post, must be left at the Office or such other place (if any) as is specified for the purpose in the notice convening the General Meeting; or
- (b) if submitted by email or other electronic communication, must be received through such means as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the General Meeting,

and in either case not less than 72 hours before the time appointed for the holding of the General Meeting or adjourned General Meeting (or in the case of a poll before the time appointed for the taking of the poll) to which it is to be used and in default shall not be treated as valid. The deposit of an instrument appointing a proxy does not preclude the Member concerned from attending and voting in person at the General Meeting, as well as for any adjournment of the General Meeting to which it relates. In such an event, the appointment of the proxy or proxies is deemed to be revoked by the Member concerned at the point when the Member attends the General Meeting.

(2) The Directors may, in their absolute discretion, and in relation to such Members or class of Members as they may determine, specify the means through which instruments appointing a proxy may be submitted by electronic communications, as contemplated in Article 85(1)(b). Where the Directors do not so specify in relation to a Member (whether of a class or otherwise), Article 85(1)(a) shall apply.

Directors may specify means for electronic communications

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| 86. | An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, to move any resolution or amendment thereto and to speak at the General Meeting. | Rights of proxies |
| 87. | An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve. An instrument appointing a proxy shall, unless the contrary is stated therein be valid as well for any adjournment of the General Meeting as for the General Meeting to which it relates and need not be witnessed. | Form of proxies |
| 88. | A vote given in accordance with the terms of an instrument of proxy (which for the purposes of this Constitution shall also include a power of attorney) shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy, or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office (or such other place as may be specified for the deposit of instruments appointing proxies) before the commencement of the General Meeting or adjourned General Meeting (or in the case of a poll before the time appointed for the taking of the poll) at which the proxy is used. | Intervening death or mental disorder of principal not to revoke proxy |

DIRECTORS

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| 89. | The number of Directors all of whom shall be natural persons shall not unless otherwise determined by a General Meeting from time to time be less than one. The Company may, subject to this Constitution, vary the minimum number of Directors by Ordinary Resolution from time to time. | Appointment and number of Directors |
| 90. | A Director need not be a Member and shall not be required to hold any share qualification unless and until otherwise determined by the Company in General Meeting but he shall be entitled to attend and speak at General Meetings. | Share qualification |
| 91. | The general remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be divided among them in such proportions and manner as the Directors may agree or failing agreement, equally. Fees payable to Directors shall not be increased except pursuant to a resolution passed at a General Meeting, where notice of the proposed increase has been given in the notice convening the meeting. | Remuneration of Directors |
| 92. | (1) Each Director shall in addition to any other remuneration be entitled to be recouped all travelling hotel and other expenses properly incurred by him for the purpose of attending meetings of the Directors or of any committee or any General Meeting or otherwise in the course of the Company's business. | Expenses |
| | (2) The Directors may grant special remuneration to any of their number who being called upon shall be willing to render any special or extra services to the Company, including but not limited to, serving on any committee, or to go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be made payable by a lump sum or by way of salary, or, except in the case of a non-executive director, by a percentage of profits, or by any or all of those modes. | Extra remuneration |

- (3) Fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or a percentage of profits or turnover. Salaries payable to executive Directors may not include a commission on or a percentage of turnover. Payment of remuneration
93. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance. Pensions
94. Other than the office of Auditor, a Director may hold any other office or place of profit under the Company and he or any firm of which he is a member may act in a professional capacity for the Company in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director or Chief Executive Officer (or person(s) holding equivalent position(s)) or intending Chief Executive Officer (or person(s) holding equivalent position(s)) shall be disqualified by his office from contracting or entering into any arrangement or transaction with the Company either as vendor, purchaser or otherwise nor shall such contract, arrangement or transaction or any contract, arrangement or transaction entered into by or on behalf of the Company in which any Director or Chief Executive Officer (or person(s) holding equivalent position(s)) shall be in any way interested be avoided nor shall any Director or Chief Executive Officer (or person(s) holding equivalent position(s)) so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, arrangement or transaction by reason only of such Director or Chief Executive Officer (or person(s) holding equivalent position(s)) holding that office or of the fiduciary relation thereby established but every Director and Chief Executive Officer (or person(s) holding an equivalent position(s)) shall observe the provisions of the Act relating to the disclosure of the interests of the Directors and Chief Executive Officers (or person(s) holding an equivalent position(s)) in transactions or proposed transactions with the Company or of any office or property held by a Director or a Chief Executive Officer (or person(s) holding an equivalent position(s)) which might create duties or interests in conflict with his duties or interests as a Director or a Chief Executive Officer (or person(s) holding equivalent position(s)), as the case may be, and any contract or arrangement to be entered into by or on behalf of the Company in which any Director or the Chief Executive Officer (or person(s) holding an equivalent position(s)) shall be in any way interested shall be subject to any requirements that may be imposed by the Stock Exchange. A Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any personal material interest, directly or indirectly. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting. Power of Directors and Chief Executive Officers to hold office of profit and to contract with Company
95. (1) A Director or Chief Executive Officer (or person(s) holding an equivalent position(s)) may be or become a director of or hold any office or place of profit (other than as Auditor) or be otherwise interested in any company in which the Company may be interested as vendor, purchaser, shareholder or otherwise and unless otherwise agreed shall not be accountable for any fees, remuneration or other benefits received by him as a director or officer of or by virtue of his interest in such other company. Holding of office in other companies

- (2) The Directors may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner and in all respects as the Directors think fit in the interests of the Company (including the exercise thereof in favour of any resolution appointing the Directors or any of them to be directors of such company or voting or providing for the payment of remuneration to the directors of such company) and any such Director may vote in favour of the exercise of such voting powers in the manner aforesaid notwithstanding that he may be or be about to be appointed a director of such other company. Exercise of voting power
96. The Directors may from time to time appoint one or more of their body to be Managing Director or Chief Executive Officer(s) of the Company (or such person or persons holding equivalent position(s)) and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. Where an appointment is for a fixed term such term shall not exceed five years. Appointment of Managing Director/Chief Executive Officer(s)
- For the avoidance of doubt, nothing in Articles 95 to 99 of this Constitution shall be deemed or construed to restrict or preclude the Company from appointing both Chief Executive Officer(s) as well Managing Director(s).
97. A Managing Director or Chief Executive Officer (or person holding an equivalent position) who is a Director shall subject to the provisions of any contract between him and the Company be subject to the same provisions as to retirement by rotation, resignation and removal as the other Directors. Managing Director/Chief Executive Officer to be subject to retirement by rotation
98. The remuneration of a Managing Director or Chief Executive Officer (or person holding an equivalent position) shall from time to time be fixed by the Directors and may subject to this Constitution be by way of salary or commission or participation in profits or by any or all these modes but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover. Remuneration of Managing Director/Chief Executive Officer
99. A Managing Director or Chief Executive Officer (or person holding an equivalent position) shall at all times be subject to the control of the Directors. Powers of Managing Director/Chief Executive Officer

ALTERNATE DIRECTORS

100. (a) A Director who is absent or about to be absent from Singapore, may appoint any person (other than another Director) approved by the majority of his co-Directors to be his alternate Director in the Company and may at any time remove any such alternate Director so appointed from office. Alternate Director
- (b) An alternate Director shall (subject to his giving to the Company an address in Singapore) be entitled to receive notices of all meetings of the Directors and to attend and vote as a Director at such meetings at which the Director appointing him is not personally present and generally to perform all functions of his appointor as a Director in his absence.

- (c) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director otherwise than by retiring and being re-elected at the same meeting.
- (d) All appointments and removals of alternate Directors shall be effected in writing under the hand of the Director making or terminating such appointment left at the Office.
- (e) No Director may act as an alternate Director of the Company. A person shall not act as alternate Director to more than one Director at the same time.
- (f) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his principal as such principal may by notice in writing to the Company from time to time direct.

GENERAL POWERS OF DIRECTORS

- 101. The business and the affairs of the Company shall be managed by, or under the direction or supervision of, the Directors. The Directors may exercise all such powers of the Company as are not by the Act or this Constitution required to be exercised by the Company in General Meeting. The Directors shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of the Company's undertaking unless such proposals have been approved by Members in a General Meeting. The general powers given by this Article 101 shall not be limited or restricted by any special authority or power given to the Directors by any other Article of this Constitution. General powers of Directors to manage Company's business

- 102. The Directors may from time to time by power of attorney appoint any company, firm or person or any fluctuating body of persons whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Power to appoint attorneys

- 103. The Directors may establish any local boards or agencies for managing any affairs of the Company, either in Singapore or elsewhere and may appoint any persons to be members of such local boards or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to subdelegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit and the Directors may remove any person so appointed, and may annul or vary any such delegation but no person acting in good faith and without notice of any such annulment or variation shall be affected thereby. Power to establish local boards, etc

104. The Company or the Directors on behalf of the Company may in exercise of the powers in that behalf conferred by the Act cause to be kept a Branch Register, or Branch Registers, of Members and the Directors may (subject to the provisions of the Act) make and vary such Articles as they may think fit in respect of the keeping of any such Register. Power to keep a Branch Register
105. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine. Signature of cheque and bills

BORROWING POWERS

106. The Directors may borrow or raise money from time to time for the purpose of the Company or secure the payment of such sums as they think fit and may secure the repayment or payment of such sums by mortgage or charge upon all or any of the property or assets of the Company or by the issue of debentures (whether at par or at discount or premium) or otherwise as they may think fit. Directors' borrowing powers

MEETINGS AND PROCEEDINGS OF DIRECTORS

107. (1) The Directors may meet together either in person or by telephone, radio, conference television or similar communication equipment or any other form of audio, audio-visual, electronic or instantaneous communication by which all persons participating in the meeting are able to hear and be heard by all other participants, for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit and a quorum for such teleconference meetings shall be the same as the quorum required of a Directors' meeting provided under this Constitution. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of conference, be deemed to have been passed at a meeting of the Directors held on the day and at the time at which the conference was held and shall be deemed to have been held at the Office of the Company, unless otherwise agreed, and all Directors participating at that meeting shall be deemed for all purposes of this Constitution to be present at that meeting. Meetings of Directors
- (2) Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman of the meeting shall have a second or casting vote except when only two Directors are present and form a quorum or only two Directors are competent to vote on the question. Votes
108. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors but it shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Singapore. Notice of meeting
109. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall (except where the Company has only one Director) be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all the powers and discretions for the time being exercisable by the Directors. Quorum

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| 110. | A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof. | Effect of interest of Director on quorum |
| 111. | The continuing Directors may act notwithstanding any vacancies but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with this Constitution the continuing Directors or Director may, except in an emergency, act only for the purpose of filling up such vacancies or of summoning General Meetings. If there be no Directors or Director able or willing to act, then any two Members may summon a General Meeting for the purpose of appointing Directors. | Proceedings in case of vacancies |
| 112. | The Directors may from time to time elect a Chairman and if desired a Deputy Chairman and determine the period for which he is or they are to hold office. The Deputy Chairman will perform the duties of the Chairman during the Chairman's absence for any reason. The Chairman and in his absence the Deputy Chairman shall preside as Chairman at meetings of the Directors but if no such Chairman or Deputy Chairman be elected or if at any meeting the Chairman and the Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. | Chairman and Deputy Chairman of Directors |
| 113. | A resolution in writing signed by a majority of the Directors (who are not disqualified from voting) shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. The expressions "in writing" and "signed" include approval by any such Director by telefax, telex, cable or telegram or any form of electronic communication approved by the Directors for such purpose from time to time incorporating, if the Directors deem necessary, the use of security and/or identification procedures and devices approved by the Directors. | Resolutions in writing |
| 114. | The Directors may delegate any of their powers to committees consisting of such member or members of their body and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee. | Power to appoint committees |
| 115. | The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article. | Proceedings at committee meeting |
| 116. | All acts done by any meeting of Directors or of a committee of Directors or by any person acting as Director shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote. | Validity of acts of Directors in spite of some formal defect |

ROTATION OF DIRECTORS

117. Subject to this Constitution and to the provisions of the Act, at each Annual General Meeting one-third of the Directors for the time being, or if their number is not a multiple of three, the number nearest to but not less than one-third with a minimum of one, shall retire from office and a Director at an Annual General Meeting shall retain office until the close of the meeting, whether adjourned or not.
- Retirement of Directors by rotation
118. The Directors to retire in every year shall be those who, being subject to retirement by rotation, have been longest in office since their last re-election or appointment, but as between persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
- Selection of Directors to retire
119. The Company at the General Meeting at which a Director retires under any provision of this Constitution may by Ordinary Resolution fill up the vacated office, by electing a person thereto. In default the retiring Director shall be deemed to have been re-elected, unless:—
- Filling vacated office
- (a) at such General Meeting it is expressly resolved not to fill up such vacated office or a resolution for the re-election of such Director is put to the meeting and lost; or
- (b) such Director is disqualified under the Act from holding office as a Director or has given notice in writing to the Company that he is unwilling to be re-elected; or
- (c) such Director is disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds.
120. Without prejudice and subject to compliance with any applicable provisions of the Act and any other written law or regulation, no person other than a Director retiring at a General Meeting shall, unless recommended by the Directors for election, be eligible for appointment as a Director at any General Meeting unless not less than eleven clear days (i.e. exclusive of the date on which the notice is given as well as the date of the General Meeting) before the date appointed for the General Meeting there shall have been left at the Office, a notice in writing signed by some Member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election or notice in writing signed by the person to be proposed giving his consent to the nomination and signifying his candidature for the office, Provided that in the case of a person recommended by the Directors for election, not less than nine clear days' notice (i.e. exclusive of the date on which the notice is given as well as the date of the General Meeting) shall be necessary, and notice of each and every such person proposed shall be served on the Members at least seven days prior to the General Meeting at which the election is to take place.
- Notice of intention to appoint Director
121. In accordance with the provisions of the Act, the Company may by Ordinary Resolution of which special notice has been given remove any Director before the expiration of his period of office, notwithstanding any provision of this Constitution or of any agreement between the Company and such
- Removal of Directors

Director but without prejudice to any claim he may have for damages for breach of any such agreement. The Company in General Meeting may appoint another person in place of a Director so removed from office and any person so appointed shall be subject to retirement by rotation at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment the vacancy so arising may be filled by the Directors as a casual vacancy.

122. The Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Without prejudice thereto the Directors shall have power at any time, and from time to time, to do so but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with this Constitution. Any person so appointed under this Article shall hold office only until the next Annual General Meeting and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

Power to fill casual vacancies and to appoint additional Director

VACATION OF OFFICE OF DIRECTORS

123. Subject as herein otherwise provided or to the terms of any subsisting agreement, the office of a Director shall be vacated in any one of the following events, namely:—
- (a) if he shall become prohibited by reason of any order made under the Act or the relevant listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange from acting as a Director;
 - (b) becomes disqualified from being a director by virtue of his disqualification or removal or the revocation of his or her appointment as a director, as the case may be, under the Act or any other applicable law;
 - (c) ceases to be a director by virtue of the Act;
 - (d) if he shall become disqualified from acting as a director in any jurisdiction for reasons other than on technical grounds (in which case he must immediately resign from the Board of Directors);
 - (e) if a receiving order is made against him, he becomes bankrupt or if he suspends payment or makes any arrangement or composition with his creditors;
 - (f) if he becomes mentally disordered and incapable of managing himself or his affairs, or if in Singapore or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs during his term of office;
 - (g) without prejudice to the provisions of the Act, if he resigns his office by notice in writing to the Company;

Vacation of office of Directors

- (h) if he absents himself from the meetings of the Directors during a period of six (6) months without special leave of absence from the Board of Directors and they pass a resolution that he has by reason of such absence vacated office; and
- (i) if he is removed from office pursuant to a resolution passed under the provisions of Article 121.

SECRETARY

124. The Secretary or Secretaries shall and a Deputy or Assistant Secretary or Secretaries may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, provided that such person has not been debarred under the Act from acting as a Secretary and any Secretary, Deputy or Assistant Secretary so appointed may be removed by them, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. The appointment and duties of the Secretary or Secretaries shall not conflict with the provisions of the Act. Secretary

SEAL

125. (1) Where the Company has a Seal, the Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee authorised by the Directors in that behalf. Seal
- (2) Subject to the provisions of the Act and every other act being in force concerning companies and affecting the Company, every instrument to which the Seal shall be affixed shall be signed autographically by two Directors, or by one Director and the Secretary or some other person appointed by the Directors in place of the Secretary for the purpose, save that as regards any certificates for shares or debentures or other securities of the Company, the Directors may by resolution determine that such signatures or either of them shall be affixed by some method or system of mechanical signature. Affixing seal
- (3) Where the Company has a Seal, the Company may exercise the powers conferred by the Act with regard to having an Official Seal for use abroad, and such powers shall be vested in the Directors. Official Seal
- (4) Where the Company has a Seal, the Company may have a duplicate Common Seal as referred to in the Act which shall be a facsimile of the Common Seal with the addition on its face of the words "Share Seal". Share Seal
- (5) Unless otherwise provided under the Act, the Company may execute a document described or expressed as a deed without affixing a seal onto the document by signature:
- (i) on behalf of the Company by a Director and Secretary;
 - (ii) on behalf of the Company by at least two Directors; or
 - (iii) on behalf of the Company by a Director of the Company in the presence of a witness who attests the signature.
- (6) A document described or expressed as a deed that is signed on behalf of the Company in accordance with paragraph (5) has the same effect as if the document were executed under the Seal of the Company.

AUTHENTICATION OF DOCUMENTS

126. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents, accounts and financial statements relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents, accounts or financial statements are elsewhere than at the Office, the local manager and other officer of the Company having custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. Any authentication or certification made pursuant to this Article may be made by any electronic means approved by the Directors from time to time for such purpose incorporating, if the Directors deem necessary, the use of security procedures or devices approved by the Directors.
- Power to authenticate documents
127. A document purporting to be a copy of a resolution of the Directors or an extract from the minutes of a meeting of Directors which is certified as such in accordance with the provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.
- Certified copies of resolutions of the Directors

MINUTES AND BOOKS

128. The Directors shall cause minutes to be kept in books to be provided for the purpose:—
- Minutes
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of Directors and of any committee of Directors; and
 - (c) of all resolutions and proceedings at all General Meetings and of any class of Members, of the Directors and of committees of Directors.
129. Any register, index, minute book, accounting record, minute or other book required by this Constitution or by the Act to be kept by or on behalf of the Company may, subject to and in accordance with the Act, be kept in hard copy form or in electronic form, and arranged in the manner that the Directors think fit. If such records are kept in electronic form, the Directors shall ensure that they are capable of being reproduced in hard copy form, and shall provide for the manner in which the records are to be authenticated and verified. In any case where such records are kept otherwise than in hard copy form, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, guarding against falsification and facilitating the discovery of any falsifications.
- Form of registers, etc

FINANCIAL STATEMENTS

130. The Directors shall cause to be kept such accounting and other records as are necessary to comply with the provisions of the Act and shall cause those records to be kept in such manner as to enable them to be conveniently and properly audited. Directors to keep proper accounting records
131. Subject to the provisions of the Act, the books of accounts shall be kept at the Office or at such other place or places as the Directors think fit within Singapore. No Member (other than a Director) shall have any right of inspecting any account or book or document or other recording of the Company except as is conferred by law or authorised by the Directors or by an Ordinary Resolution of the Company. Location and inspection
132. In accordance with the provisions of the Act, the Directors shall cause to be prepared and to be laid before the Company in General Meeting such financial statements, balance sheets, reports, statements and other documents as may be necessary. Whenever so required, the interval between the close of a financial year of the Company and the date of the Company's Annual General Meeting shall not exceed four months (or such other period as may be permitted by the Act). Presentation of financial statements
133. A copy of the financial statements and, if required, the balance sheet (including every document required by the Act to be attached thereto), which is duly audited and which is to be laid before the Company in General Meeting accompanied by a copy of the Auditor's report thereon, shall not less than fourteen days before the date of the General Meeting be sent to every Member and to every other person who is entitled to receive notices of General Meetings from the Company under the provisions of the Act or of this Constitution, provided that:— Copies of financial statements
- (a) these documents may be sent less than fourteen days before the date of the General Meeting if all persons entitled to receive notices of General Meetings from the Company so agree and the relevant listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange are complied with; and
 - (b) this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of a share in the Company or the several persons entitled thereto in consequence of the death or bankruptcy of the holder or otherwise but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

AUDITOR

134. An Auditor shall be appointed and his duties regulated in accordance with the provisions of the Act. Every Auditor of the Company shall have a right of access at all times to the accounting and other records of the Company and shall make his report as required by the Act. Appointment of Auditor
135. Subject to the provisions of the Act, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment. Validity of acts of Auditor in spite of some formal defect

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| 136. | An Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any Member is entitled to receive and to be heard at any General Meeting on any part of the business of the General Meeting which concerns him as Auditor. | Auditor's right to receive notices of and attend General Meetings |
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DIVIDENDS

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| 137. | The Company may by Ordinary Resolution declare dividends, but no dividend shall exceed the amount recommended by the Directors. Unless otherwise provided under the Act, no dividend may be paid to the Company in respect of treasury shares. | Declaration of ordinary dividend |
| 138. | The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company. | Interim dividend |
| 139. | No dividend shall be paid otherwise than out of profits. | Dividend only out of profits |
| 140. | Subject to any rights or restrictions attached to any shares or class of shares and except as otherwise permitted under the Act:– | Application and apportionment of dividends |
| | (a) all dividends in respect of shares must be paid in proportion to the number of shares held by a Member but where shares are partly paid all dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the partly paid shares; and | |
| | (b) all dividends must be apportioned and paid proportionately to the amounts so paid or credited as paid during any portion or portions of the period in respect of which the dividend is paid. | |

For the purposes of this Article, an amount paid or credited as paid on a share in advance of a call is to be ignored.

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| 141. | (1) Whenever the Directors or the Company in General Meeting have resolved or proposed that a dividend (including an interim, final, special or other dividend) be paid or declared on the ordinary share capital of the Company, the Directors may further resolve that Members entitled to such dividend be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:– | Scrip dividend scheme |
| | (a) the basis of any such allotment shall be determined by the Directors; | |
| | (b) the Directors shall determine the manner in which Members shall be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of any dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the giving of notice to Members, providing for forms of election for completion by Members (whether in respect of a particular dividend or dividends or generally), determining the procedure for making such elections | |

or revoking the same and the place at which and the latest date and time by which any forms of election or other documents by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Article;

- (c) the right of election may be exercised in respect of the whole of that portion of the dividend in respect of which the right of election has been accorded provided that the Directors may determine, either generally or in any specific case, that such right shall be exercisable in respect of the whole or any part of that portion; and
 - (d) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on the ordinary shares in respect whereof the share election has been duly exercised (the "elected ordinary shares") and in lieu and in satisfaction thereof ordinary shares shall be allotted and credited as fully paid to the holders of the elected ordinary shares on the basis of allotment determined as aforesaid and for such purpose and notwithstanding the provisions of Article 152, the Directors may (i) capitalise and apply the amount standing to the credit of any of the Company's reserve accounts as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis or (ii) apply the sum which would otherwise have been payable in cash to the holders of the elected ordinary shares towards payment of the appropriate number of ordinary shares for allotment and distribution to and among the holders of the elected ordinary shares on such basis.
- (2) (a) The ordinary shares allotted pursuant to the provisions of paragraph (1) of this Article shall rank *pari passu* in all respects with the ordinary shares then in issue save only as regards participation in the dividend which is the subject of the election referred to above (including the right to make the election referred to above) or any other distributions, bonuses or rights paid, made declared or announced prior to or contemporaneous with the payment or declaration of the dividend which is the subject of the election referred to above, unless the Directors shall otherwise specify.
- (b) The Directors may do all acts and things considered necessary or expedient to give effect to the provisions of paragraph (1) of this Article, with full power to make such provisions as they think fit in the case of shares becoming distributable in fractions (including, notwithstanding any provision to the contrary in this Constitution, provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned).

- (3) The Directors may on any occasion when they resolve as provided in paragraph (1) of this Article determine that rights of election under that paragraph shall not be made available to Members who are registered in the Register of Members or (as the case may be) the Depository Register, or in respect of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors think fit, and in such event the provisions of this Article shall be read and construed subject to such determination. Record date
- (4) The Directors may on any occasion when they resolve as provided in paragraph (1) of this Article further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to Members whose registered addresses entered in the Register of Members or (as the case may be) the Depository Register is outside Singapore or to such other Members or class of Members as the Directors may in their sole discretion decide and in such event the only entitlement of the Members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared. Eligibility
- (5) Notwithstanding the foregoing provisions of this Article, if at any time after the Directors' resolution to apply the provisions of paragraph (1) of this Article in relation to any dividend but prior to the allotment of ordinary shares pursuant thereto, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such resolution) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement that proposal, the Directors may at their own discretion and without assigning any reason therefore, cancel the proposed application of paragraph (1) of this Article. Disapplication
142. The Directors may retain any dividends or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists. Dividend may be retained
143. Any General Meeting declaring a dividend may direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors. No valuation, adjustment or arrangement so made shall be questioned by any Member. Payment of dividend in specie
144. Any dividend, interest or other moneys payable in cash on or in respect of shares may be paid by cheque or warrant order sent through the post directed to the registered address of the holder or person entitled thereto in consequence of the death or bankruptcy of the holder or in the case of joint holders, to the registered address of that one of the joint holders who is first Payment by post

named in the Register of Members or (as the case may be) the Depository Register or to such person and to such address as the holder or joint holders or such person entitled thereto may in writing direct. Every such cheque or warrant shall be payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque if purporting to be endorsed or the receipt of any such person shall be a good discharge to the Company.

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| 145. | Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby, and the Company shall not be responsible for the loss of any cheque or warrant which shall be sent by post duly addressed to the person for whom it is intended. | Company not responsible for loss |
| 146. | No unpaid dividend shall bear interest against the Company. | No interest |
| 147. | A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. | No dividend before registration |
| 148. | The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a Member or which any person under that Article is entitled to transfer, until such person shall become a Member in respect thereof or shall duly transfer the same. | Power to retain dividends pending transmission |
| 149. | The payment by the Directors of any unclaimed dividends or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. All dividends unclaimed after being declared may be invested or otherwise made use of by the Directors for the benefit of the Company and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company but the Directors may at any time thereafter at their absolute discretion annul any such forfeiture and pay the dividend so forfeited to the person entitled thereto prior to the forfeiture. If the Depository returns any such dividend or moneys to the Company, the relevant Depositor shall not have any right or claim in respect of such dividend or moneys against the Company if a period of six years has elapsed from the date of the declaration of such dividend or the date on which such other moneys are first payable. | Unclaimed dividends |
| 150. | A payment by the Company to the Depository of any dividend or other moneys payable to a Depositor shall, to the extent of the payment made, discharge the Company from any liability to the Depositor in respect of that payment. | Payment to Depository good discharge |

RESERVES

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| 151. | The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works, plant and machinery of the Company or for special dividends or bonuses or for equalising dividends or for any other purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the | Power to carry profit to reserve |
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Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

CAPITALISATION OF PROFITS AND RESERVES

152. (1) The Directors may, with the sanction of an Ordinary Resolution of the Company, including any Ordinary Resolution passed pursuant to Article 53(2):-
- Power to capitalise profits
- (a) issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register of Members or (as the case may be) the Depository Register at the close of business on:-
- (i) the date of the Ordinary Resolution (or such other date as may be specified therein or determined as therein provided);
or
- (ii) (in the case of an Ordinary Resolution passed pursuant to Article 53(2)) such other date as may be determined by the Directors,
- in proportion to their then holdings of shares; and/or
- (b) capitalise any sum standing to the credit of any of the Company's reserve accounts or other undistributable reserve or any sum standing to the credit of profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register of Members or (as the case may be) in the Depository Register at the close of business on:-
- (i) the date of the Ordinary Resolution (or such other date as may be specified therein or determined as therein provided);
or
- (ii) (in the case of an Ordinary Resolution passed pursuant to Article 53(2)) such other date as may be determined by the Directors,
- in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full new shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, new shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.
- (2) The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue or capitalisation under Article 152(1), with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements
- Power to give effect to bonus issues and capitalisations

are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such bonus issue or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

- (3) In addition and without prejudice to the powers provided for by Articles 152(1) and 152(2), the Directors shall have power to issue shares for which no consideration is payable and/or to capitalise any undivided profits or other moneys of the Company not required for the payment or provision of any dividend on any shares entitled to cumulative or noncumulative preferential dividends (including profits or other moneys carried and standing to any reserve or reserves) and to apply such profits or other moneys in paying up in full new shares, in each case on terms that such shares shall, upon issue:—

Power to issue free shares and/or to capitalise reserves for share-based incentive plans and Directors' remuneration

- (a) be held by or for the benefit of participants of any share incentive or option scheme or plan implemented by the Company and approved by shareholders in General Meeting and on such terms as the Directors shall think fit; or
- (b) be held by or for the benefit of non-executive Directors as part of their remuneration under Article 91 and/or Article 92(2) approved by shareholders in General Meeting in such manner and on such terms as the Directors shall think fit.

The Directors may do all such acts and things considered necessary or expedient to give effect to any of the foregoing.

NOTICES

153. (1) Any notice or document (including a share certificate) may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter or wrapper addressed to such Member at his registered address entered in the Register of Members or (as the case may be) the Depository Register, or (if he has no registered address within Singapore) to the address, if any, within Singapore supplied by him to the Company or (as the case may be) supplied by him to the Depository as his address for the service of notices, or by delivering it to such address as aforesaid.

Service of notices

- (2) Without prejudice to the provisions of Article 153(1), but subject otherwise to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, any notice or document (including, without limitation, any accounts, balance-sheet, financial statements or reports, circulars, letters, annual reports or notices) which is required or permitted to be given, sent or served under the Act or any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange or under this Constitution by the Company, or by the Directors, to a Member may be given, sent or served using electronic communications:—

Electronic communications

- (a) to the current address of that person; or

- (b) by making it available on a website prescribed by the Company from time to time;
- (c) in such manner as such Member expressly consents to receiving notices and documents by giving notice in writing to the Company, in accordance with the provisions of, or as otherwise provided by, the statutes and/or any other applicable regulations or procedures,

in accordance with the provisions of this Constitution or the Act or any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange. Without prejudice to the generality of the foregoing, in the event that any notice or document is to be given, sent or served according to (b) above, the Directors may give such notification relating to the address of the website and how to access such notice or document in such manner as the Directors may determine at their discretion, subject to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange.

- (3) Subject to the Act and any under the Act made thereunder relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, a Member shall be implied to have agreed to receive such notice or document by way of such electronic communications and shall not have a right to elect to receive a physical copy of such notice or document, unless otherwise provided under applicable laws. Implied consent
- (4) Notwithstanding Article 153(3), the Directors may, at their discretion, or will, if so required by the Act, any regulations made under the Act relating to electronic communications or any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, give a Member an opportunity, on at least one occasion, to elect within a specified period of time whether to receive such notice or document by way of electronic communications or as a physical copy, and subject to Article 153(5) below, a Member shall be deemed to have consented to receive such notice or document by way of electronic communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have a right to receive a physical copy of such notice or document, unless otherwise provided under applicable laws. Deemed consent
- (5) Any election or deemed election by a Member pursuant to Article 153(4) above is a standing election but the Member may make a fresh election at any time, provided that until the Member makes a fresh election, the election or deemed election that is conveyed to the Company last in time prevails over all previous elections as that Member's valid and subsisting election in relation to all documents and notices to be sent pursuant to Article 153(4) above.
- (6) Articles 153(2), (3), (4) and (5) above shall not apply to such notices or documents which are excluded from being given, sent or served by electronic communications or means pursuant to the Act and any regulations made under the Act relating to electronic communications and any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange.

- (7) Where a notice or document is given, sent or served to a Member by making it available on a website pursuant to Article 153(2)(b), the Company shall give separate notice to the Member of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by any one or more of the following means:
- (a) by sending such separate notice to the Member personally or through the post pursuant to Article 153(1);
 - (b) by sending such separate notice to the Member using electronic communications to his current address pursuant to Article 153(2)(a);
 - (c) by way of advertisement in the daily press; and/or
 - (d) by way of announcement on any Stock Exchange upon which shares in the Company may be listed.
154. All notices with respect to any shares to which persons are jointly entitled shall be given to whichever of such persons is named first on the Register of Members or (as the case may be) the Depository Register and notice so given shall be sufficient notice to all the holders of such shares. Service of notices in respect of joint holders
155. A Member who (having no registered address within Singapore) has not supplied to the Company or (as the case may be) the Depository an address within Singapore for the service of notices or documents shall not be entitled to receive any notice or document from the Company. Service of notices on Members abroad
156. A person entitled to a share in consequence of the death or bankruptcy of a Member or otherwise upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also to the Company or (as the case may be) the Depository an address within Singapore for the service of notices, shall be entitled to have served upon him at such address any notice or document to which the Member but for his death or bankruptcy or otherwise would be entitled and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any Member or given, sent or served by electronic communications in pursuance of this Constitution shall (notwithstanding that such Member be then dead or bankrupt or otherwise not entitled to such share and whether or not the Company have notice of the same) be deemed to have been duly served in respect of any share registered in the name of such Member in the Register of Members or, where such member is a Depositor, entered against his name in the Depository Register as sole or first-named joint holder. Service of notices after death etc. on a Member
157. (1) Any notice or other document if sent by post and whether by airmail or not shall be deemed to have been served at the time the envelope or wrapper containing the same is posted, and in proving such service by post it shall be sufficient to prove that the letter or wrapper containing the same was properly addressed and put into the post office as a prepaid letter or wrapper. When notice given by post deemed served

- (2) Subject to any applicable laws relating to electronic communications, including, *inter alia*, the Act and the provisions of any listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange, where a notice or document is given, sent or served by electronic communications:–
- When notice given by electronic communications deemed served
- (a) to the current address of a person pursuant to Article 153(2)(a), it shall be deemed to have been duly given, sent or served at the time of transmission of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of such person (notwithstanding any delayed receipt, non-delivery or “returned mail” reply message or any other error message indicating that the electronic communication was delayed or not successfully sent), unless otherwise provided under the Act and/or any other applicable regulations or procedures; and
- (b) by making it available on a website pursuant to Article 153(2)(b), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, or unless otherwise provided under the Act and/or any other applicable regulations or procedures.

158. When a given number of days’ notice or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided or required by this Constitution or by the Act, not be counted in such number of days or period.
- Day of service not counted

WINDING UP

159. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (including any shares in any other company received by the liquidator as consideration for the sale of the whole or part of the Company’s assets and whether they shall consist of property of the same kind or not) and any such division may be otherwise than in accordance with the existing rights of the Members and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability. This Article is without prejudice to the rights of persons whose shares are issued on special terms. If any division is resolved on otherwise than in accordance with the existing rights of the Members, the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 306 of the Act.
- Winding up

INDEMNITY

160. (1) Subject to the provisions of and so far as may be permitted by the Act, every Director, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred or to be incurred by him in the execution and discharge of his duties or in relation thereto (including without any limitation any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court) unless the same shall happen through his own negligence, default, breach of duty or breach of trust. Without prejudice to the generality of the foregoing, no Director, Secretary or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, default, breach of duty or breach of trust.
- (2) Without prejudice to the generality of Article 160(1) above, every Director, Secretary or other officer of the Company is to be indemnified out of the assets of the Company against any liability (other than any liability referred to in Section 172B(1)(a) or (b) of the Act) incurred by the Director, Secretary or officer to a person other than the Company attaching to the Director, Secretary or officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company.
- (3) Every Auditor is to be indemnified out of the assets of the company against any liability incurred by the Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in the Auditor's favour or in which the Auditor is acquitted or in connection with any application under the Act in which relief is granted to the Auditor by the Court in respect of any negligence, default, breach of duty or breach of trust.
- (4) Subject to the provisions of and so far as may be permitted by the Act, the Company shall be permitted to provide every Director with defence funding, provided that (A) in the case of defence funding permitted under Section 163A of the Act, such defence funding shall be repaid in accordance with Section 163A(2), or (B) in the case of defence funding permitted under Section 163B of the Act, such defence funding shall be

Indemnity of
Directors and
officers

Indemnity of
Directors and
officers
against third
party liability

Indemnity of
Auditor

Defence
Funding

repaid upon any action taken by a regulatory authority against him. Such defence funding may be subject to such rate of interest as may be determined by the Board of Directors. In this Article 160(4), "defence funding" shall mean the provision of funds by way of a loan to a director to meet expenditure incurred or to be incurred, (A) in the case of defence funding permitted under Section 163A of the Act, in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by that person in relation to the entity at risk, or in connection with an application for relief or any action to enable such director to avoid incurring such expenditure; or (B) in the case of defence funding permitted under Section 163B of the Act, in defending himself in an investigation by a regulatory authority or against any action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust in relation to the entity at risk, or any action to enable such director to avoid incurring such expenditure.

- (5) The Directors may decide to purchase and maintain insurance, at the expense of the Company for the benefit of any Director or other officer of the Company and its subsidiaries (if any) in respect of any liabilities mentioned in this Article 160. This Article 160 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

SECRECY

161. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trade or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Members to communicate to the public save as may be authorised by law or required by the listing rules of the Stock Exchange or the rules and/or bye-laws governing the Stock Exchange. Secrecy

PROCEDURAL IRREGULARITY DISREGARDED

162. Any meeting held for the purposes of this Constitution which is not also held for the purposes of the Act, and any proceeding at any such meeting or otherwise under these presents which is not also a proceeding under the Act, shall nevertheless not be invalidated by reason of any procedural irregularity unless the High Court of Singapore shall have declared that the irregularity has caused or may cause substantial injustice that cannot be remedied by any order of the Court and that the said meeting is accordingly void or the said proceeding is accordingly invalid, provided that nothing herein shall apply to any matter which is regulated by Section 72 of the Act.

PERSONAL DATA

163. (1) Subject to any written law or regulation, a Member who is a natural person is deemed to have consented to the collection, use and disclosure of his personal data (whether such personal data is provided by that Member or is collected through a third party) by the Company (or its agents or service providers) from time to time for any of the following purposes:–
- Personal data of Members
- (a) implementation and administration of any corporate action by the Company (or its agents or service providers);
 - (b) internal analysis and/or market research by the Company (or its agents or service providers);
 - (c) investor relations communications by the Company (or its agents or service providers);
 - (d) administration by the Company (or its agents or service providers) of that Member's holding of shares in the Company;
 - (e) implementation and administration of any service provided by the Company (or its agents or service providers) to its Members to receive notices of meetings, annual reports and other shareholder communications and/or for proxy appointment, whether by electronic means or otherwise;
 - (f) processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for any General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to any General Meeting (including any adjournment thereof);
 - (g) implementation and administration of, and compliance with, any provision of this Constitution;
 - (h) compliance with any applicable laws, listing rules, take-over rules, regulations and/or guidelines; and
 - (i) purposes which are reasonably related to any of the above purpose.
- (2) Any Member who appoints a proxy and/or representative for any General Meeting and/or any adjournment thereof is deemed to have warranted that where such Member discloses the personal data of such proxy and/or representative to the Company (or its agents or service providers), that Member has obtained the prior consent of such proxy and/or representative for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy and/or representative for the purposes specified in Articles 163(1)(f) and 163(1)(h), and is deemed to have agreed to indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of such Member's breach of warranty.
- Personal data of proxies and/or representatives

APPENDIX 3 – RULES OF THE TRITECH GROUP PERFORMANCE SHARE PLAN 2021

1. NAME OF THE PLAN

This Plan shall be called the “Tritech Group Performance Share Plan 2021”.

2. DEFINITIONS

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

“Act” or “Companies Act”	:	The Companies Act (Chapter 50) of Singapore, as amended or modified from time to time
“Associate”	:	Has the meaning ascribed to it in the Catalist Rules
“Auditors”	:	The auditors for the time being of the Company
“Award”	:	A contingent award of Shares under the Plan
“Award Letter”	:	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee
“Board” or “Board of Directors”	:	The Board of Directors for the time being of the Company
“Catalist”	:	The Catalist board of the SGX-ST
“Catalist Rules”	:	Listing Manual Section B: Rules of Catalist of the SGX-ST, as amended, supplemented or modified from time to time
“CDP”	:	The Central Depository (Pte) Limited
“Committee”	:	The Remuneration Committee of the Company duly appointed by the Board from time to time
“Company”	:	Tritech Group Limited
“Constitution”	:	The Constitution of the Company as amended or modified from time to time
“control”	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlled Associated Company”	:	A Company in which at least 20% but not more than 50% of its shares are held by the Company or the Group

“Date of Grant”	:	The date on which an Award is granted to a Participant pursuant to the rules of the TRITECH PSP 2021
“Director”	:	A Director of the Company for the time being
“Executive Director”	:	A Director who performs an executive function
“FY”	:	Financial year ended/ending 31 March
“Group”	:	The Company and its Subsidiaries collectively
“Group Employee(s)”	:	Employee(s) of the Group (including any Group Executive Director)
“Group Executive Director”	:	A Director of the Group who performs an executive function within the Group
“Group Non-Executive Director”	:	A Director of the Group, other than a Group Executive Director, but including an Independent Director
“Independent Director”	:	An independent Director for the time being of the Company
“Market Day”	:	A day on which the SGX-ST is open for trading of securities
“New Shares”	:	The new Shares which may be allotted and issued from time to time pursuant to the vesting of an Award under the Plan
“Participant”	:	A person who is eligible and who has been selected by the Committee to participate in the Plan in accordance with the provisions of the Plan
“Performance Target(s)”	:	The performance target(s) prescribed by the Committee to be fulfilled by a Participant for any particular period determined by the Committee based on factors including but not limited to the Group’s business goals and directions for each financial year, the Participant’s job scope and responsibilities, and the prevailing market and economic conditions
“Plan” or “TRITECH PSP 2021”	:	The Trittech Group Performance Share Plan 2021, as the same may be modified or altered from time to time

“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 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
“Rules”	:	Rules of the Plan and any reference to a particular Rule shall be construed accordingly
“SFA”	:	The Securities and Futures Act, Chapter 289 of Singapore as may be amended, varied or supplemented from time to time
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shares”	:	Ordinary shares in the capital of the Company
“Shareholders”	:	Registered holders of Shares, except that where the registered holder is CDP, the term “Shareholders” in relation to Shares held by CDP shall (in relation to such Shares and where the context admits) mean the persons named as Depositors in the Depository Register maintained by CDP and to whose securities accounts such Shares are credited
“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 Companies Act
“Subsidiary Holdings”	:	Shares referred to in Sections 21(4), 21(4B), 21(6A) and 21(6C) of the Act
“Substantial Disposal”	:	The sale of all or substantially all of the Company’s assets due to corporate actions undertaken by the Company including but not limited to merger, demerger, restructuring and acquisition of the Company
“Treasury Shares”	:	Has the meaning ascribed to it in Section 4 of the Act
“Trading Day”	:	A day on which the Shares are traded on the SGX-ST
“Vesting Period”	:	In relation to an Award, a period or periods, the duration of which is to be determined by the Committee at the date of the grant of the Award
“S\$” and “cents”	:	Singapore dollars and cents, respectively
“%” or “per cent”	:	Per centum or percentage

- 2.2 The terms “**Depositor**”, “**Depository**”, “**Depository Register**” and “**Depository Agent**” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act (Chapter 289) of Singapore.
- 2.3 Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender and *vice versa*. References to “persons” shall, where applicable, include corporations.
- 2.4 Any reference to a time of a day in the Plan is a reference to Singapore time.
- 2.5 Any reference in the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word or term defined under the Companies Act, the Catalist Rules or any statutory modification thereof and used in the Plan shall, where applicable, have the meaning assigned to it under the Companies Act, the Catalist Rules or any statutory modification thereof, as the case may be, unless the context requires otherwise.

3. OBJECTIVES OF THE TRITECH PSP 2021

- 3.1 The TRITECH PSP 2021 is a share incentive scheme under which performance-based or time-based Awards may be granted. Through the TRITECH PSP 2021, the Company will be able to recognise and reward past contributions and services and motivate Participants to continue to strive for the Group’s long term growth and prosperity. In addition, the TRITECH PSP 2021 aims to foster an ownership culture within the Group which aligns the interests of Group Employees, Group Executive Directors and Group Non-Executive Directors with the interests of Shareholders. The TRITECH PSP 2021 will increase the Company’s flexibility and effectiveness in its continuing efforts to reward, retain and motivate employees to achieve superior performance.
- 3.2 The TRITECH PSP 2021 will give Participants an opportunity to have a personal equity interest in the Company and will help to achieve the following main objectives:
- (a) to serve as an additional method available to the Group for compensating the Participants rather than merely through salaries, directors’ fees, salary increments and cash bonuses and to make remuneration sufficiently competitive to recruit and retain employees and Group Non-Executive Directors;
 - (b) to enhance the Group’s ability to retain and attract highly qualified Participants whose contributions are important to the Group’s long-term business TRITECH PSP 2021 and objectives;
 - (c) to offer Participants the opportunity to acquire or increase their equity interests in the Company and a chance to share in the profits of the Company by making them shareholders;
 - (d) to motivate Participants to maximize their performance and efficiency due to the possible financial rewards arising from the Awards granted, and to maintain a high level of contribution to the Group and create value for Shareholders;
 - (e) to promote greater commitment and dedication, instill loyalty and a stronger identification by the Participants with the long-term development and growth of the Group;

- (f) to align the interests of the Participants with those of the Company's Shareholders; and
- (g) to give recognition to the contributions made or to be made by the Group Non-Executive Directors (including the Independent Directors) to the success of the Group.

4. ELIGIBILITY

4.1 The following persons shall be eligible to participate in the TRITECH PSP 2021 at the absolute discretion of the Committee:

- (a) confirmed Group Employees (including Group Executive Directors); and
- (b) Group Non-Executive Directors (including Independent Directors),

Provided that on the relevant date of the Award, such person:-

- (a) has been a full-time employee with the Group for more than 12 months;
- (b) has attained the age of 18 years; and
- (c) is not an undischarged bankrupt and must not have entered into any composition with his creditors.

Any Participant who is a member of the Committee shall not be involved in the Committee's deliberations and decision in respect of Awards to be granted to or held by that Director or his Associate.

4.2 For the purposes of determining eligibility to participate in the TRITECH PSP 2021, the secondment of a Group Employee to another company within the Group shall not be regarded as a break in his employment or his having ceased by reason only of such secondment to be a full-time employee of the Group.

4.3 There shall be no restriction on the eligibility of any Participant to participate in any other share Award or share incentive implemented or to be implemented by the Company, another company within the Group or any Controlled Associated Company (if any).

4.4 Subject to all applicable law and the requirements of the SGX-ST, the terms of eligibility of any Participant in the TRITECH PSP 2021 may be amended from time to time at the absolute discretion of the Committee.

4.5 Persons who are Controlling Shareholders or Associates of a Controlling Shareholder will not be eligible for participation in the TRITECH PSP 2021.

5. GRANT OF AWARDS

5.1 The selection of a Participant and the number of Shares which are the subject of each Award to be granted to a Participant shall be determined at the absolute discretion of the Committee, which shall take into account criteria including (but not limited to) the Participant's rank, overall job performance, years of service, potential for future development, contribution to the success of the Group, the Performance Targets or conditions and/or performance periods to be set, the extent of effort and resourcefulness required to achieve the Performance Targets or conditions and/or service conditions within the performance periods and/or service periods, capability, scope of responsibility, skill and vulnerability to leaving the employment of the Group.

In the case of a performance-related Award, the Performance Targets or conditions to be set are intended to be broad-based and shall take into account both the medium-term corporate objectives of the Group and the individual performance of the Participant. The corporate objectives shall cover market competitiveness, quality of returns, business growth and productivity growth. The Performance Targets could be based on criteria such as sales growth, growth in earnings and return on investment. Where Performance Target(s) is/are determined with respect to or with reference to the audited results of the Company and the Group, the Committee has the right to make computational adjustments to figures extracted from 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, and the right to amend the Performance Target(s) if the Committee decides that amended Performance Target(s) would be a fairer measure of performance.

The Committee may determine the number of Shares to be granted to a Participant under an Award according to a pre-determined dollar amount which the Committee decides that a Participant deserves for meeting his Performance Targets such that the quantum of Shares comprised in the Award is dependent on the average of the closing price for a Share for the three (3) consecutive Market Days immediately preceding the Date of Grant. Alternatively, the Committee may decide on absolute numbers of Shares to be awarded to Participants irrespective of the price of the Shares.

6. DATE OF GRANT

Awards may be granted at any time during the period when the TRITECH PSP 2021 is in force, provided that no grant of Awards shall be made during the one (1) month period before the announcement of the Company's half year and full year financial statements, and during the period commencing two (2) weeks before the announcement of the Company's financial statements for each of the first three quarters of its financial year (if required to announce quarterly financial statements) and, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Awards may only be vested, and hence any Shares comprised in such Awards may only be delivered, on or after the second Market Day from the date on which the aforesaid announcement is released.

7. AWARDS

7.1 An Award Letter confirming the Award will be sent to each Participant as soon as reasonably practicable after the Award is finalised, specifying, *inter alia*, in relation to the Award:

- (a) in relation to a performance-related Award:
 - (i) the Performance Target(s);
 - (ii) the performance period during which the prescribed Performance Target(s) are to be satisfied;
- (b) the number of Shares under the Award granted to the Participants;
- (c) the date(s) by which Shares under the Award granted to the Participant shall be vested or released; and
- (d) any other applicable conditions or restrictions including, if applicable, any moratorium period to be observed in relation to any Shares under the Award granted to the Participant.

- 7.2 Awards are personal to the Participant to whom it is given and shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, unless with the prior approval of the Committee.
- 7.3 Every Award shall be subject to the condition that no cash shall be paid nor Shares issued or transferred pursuant to the release of any Award if such payment, issue or transfer would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the payment of cash or issue or transfer of Shares thereto.

8. VESTING OF AWARDS

- 8.1 Awards may only be vested or released and consequently any Shares comprised in such Awards shall only be delivered upon the Committee being satisfied that the Participant has achieved or fulfilled the relevant Performance Target(s), performance conditions, service conditions and/or such other conditions such as vesting period(s) applicable for the release of the Award and/or all or any of the Shares to which that Award relates, and/or upon the Committee being satisfied that due recognition should be given for good work performance and/or significant contribution to the Company.
- 8.2 In the event of:
- (a) any breach of employment terms and/or in the event of termination for cause including but not limited to gross negligence, wilful misconduct, insubordination or incompetence on the part of the Participant, as determined by the Committee in its absolute discretion;
 - (b) the Participant ceasing to be in the employment of the Group or a Group Non-Executive Director whether on his own accord, or by such company, for any reason whatsoever (other than specified in Rule 8.3 below); or
 - (c) the bankruptcy of a Participant, his entering into any composition with his creditors or the happening of any other event which results in his being deprived of the legal or beneficial ownership of the Award;

notwithstanding that the Participant may have fulfilled or met his Performance Target(s) (if applicable), no Awards shall be vested, and all Awards then held by a Participant shall immediately lapse and become null and void without any claim whatsoever against the Company.

For the purpose of Rule 8.2(a), a Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date. For the avoidance of doubt, Awards shall remain vested and no Awards shall lapse pursuant to Rule 8.2(a) in the event of any transfer of employment of a Participant within the Group or upon the cessation of employment of a Group Executive Director who shall continue to serve as a Group Non-Executive Director.

8.3 In the event of:

- (i) the Participant ceasing to be in the employment of the Group or a Group Non-Executive Director by reason of:
 - (a) ill health, injury, accident or disability (in each case, as certified by a medical practitioner approved by the Committee);
 - (b) redundancy;
 - (c) retirement at or after the legal or prescribed retirement age;
 - (d) retirement before the legal or prescribed retirement age with the consent of the Committee;
 - (e) any other reason or event approved in writing by the Committee; or
- (ii) the death of the Participant;

the Committee may consider, subject to any legal or regulatory requirements, at its absolute discretion and on such terms and conditions as it deems fit, whether or not to preserve all or any part of any Award and decide as soon as reasonably practicable following such event to release any Award and vest some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the relevant prescribed vesting period, if any, or declare that an Award has lapsed without any claim whatsoever against the Company (notwithstanding that the Participant may have fulfilled or met his Performance Target(s) (if applicable)). In exercising its discretion, the Committee will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the applicable Performance Target(s), performance conditions and/or service conditions, if any, have been satisfied.

9. TAKE-OVER AND WINDING UP OF THE COMPANY

- 9.1 Notwithstanding Rule 8 but subject to Rule 9.5, in the event of a take-over being made for the Company, a Participant shall (notwithstanding that the vesting period for the Award has not expired) be entitled to the Shares under the Awards if he has met the Performance Targets which fall 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 6 months thereafter, unless prior to the expiry of such 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 date on which the Performance Targets are to be met); or
 - (b) the date of expiry of the period for which the Performance Targets are to be met, provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Companies Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Participant shall be obliged to meet such Performance Targets until the expiry of such specified date or the expiry date of the Performance Targets relating thereto, whichever is earlier, before an Award can be vested.

- 9.2 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, Participants (notwithstanding the provisions herein and the fact that the vesting period for such Award has not expired but subject to Rule 9.5) shall be entitled to any Shares under the Awards so determined by the Committee to be released to 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 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later.
- 9.3 If an order or an effective resolution is passed for the winding-up of the Company on the basis of its insolvency, all Awards, notwithstanding that they may have been so vested shall be deemed or become null and void.
- 9.4 Subject to Rule 9.5, in the event of a members' voluntary winding-up (other than for amalgamation or reconstruction), the Awards shall so vest in the Participant for so long as, in the absolute determination by the Committee, the Participant has met the Performance Targets prior to the date that the members' voluntary winding-up shall be deemed to have been commenced or effective in law, provided that any Awards not released or vested (as the case may be) prior to commencement of the voluntary winding up of the Company shall, upon commencement of such winding up be null and void.
- 9.5 If in connection with the making of a general offer referred to in Rule 9.1 or the scheme referred to in Rule 9.2 or the winding-up referred to in Rule 9.4, 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 release of Shares under the Award shall be made in such circumstances.

10. SIZE AND DURATION OF THE TRITECH PSP 2021

- 10.1 The total number of Shares which may be delivered pursuant to Awards granted under the TRITECH PSP 2021 on any date, when added to the number of Shares issued and issuable or delivered and deliverable in respect of all Awards granted under the TRITECH PSP 2021 and all other Shares issued and issuable or delivered and deliverable under any other share-based incentive schemes of the Company for the time being in force, shall not exceed fifteen per cent (15%) of the total number of issued Shares excluding treasury shares on the day preceding the relevant date of grant of the Awards.
- 10.2 The amount of cash which may be paid upon the release of Awards in lieu of Shares will not be subject to any limit.
- 10.3 The TRITECH PSP 2021 shall continue in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date on which the TRITECH PSP 2021 is adopted by the Company in general meeting, provided always that the TRITECH PSP 2021 may continue beyond the above stipulated period if it is to be renewed or re-adopted with the approval of Shareholders by ordinary resolution obtained in a general meeting and of any relevant authorities which may then be required.
- 10.4 The TRITECH PSP 2021 may be terminated at any time at the discretion of the Committee, or by an ordinary resolution passed by the Shareholders at a general meeting subject to all other relevant approvals which may be required and if the TRITECH PSP 2021 is so terminated, no additional Awards will be offered by the Company thereunder.
- 10.5 Termination or expiry of the TRITECH PSP 2021 shall not affect Awards which have been granted prior to such termination or expiry which will continue to remain valid.

11. OPERATION OF THE TRITECH PSP 2021

- 11.1 As soon as reasonably practicable after the end of each performance period and/or service period, the Committee shall review the Performance Target(s), performance conditions and/or service conditions specified in respect of that Award and determine whether they have been satisfied and, if so, the extent to which they have satisfied (whether fully or partially) and subject to Rule 8, shall release to that Participant the Shares to which that Award relates.
- 11.2 The Committee has the sole discretion to determine whether Performance Target(s), performance conditions and/or service conditions have been satisfied (whether fully or partially) or exceeded and/or whether the Participant's performance and/or contribution to the Company justifies the vesting of an Award. In making any such determination, the Committee shall have the right to take into account such factors as the Committee may in its sole discretion determine to be relevant, and further, the right to amend the service conditions and/or Performance Target(s), if any, if the Committee decides it would be a fairer measure of the performance of the Participant or for the TRITECH PSP 2021 as a whole or it would otherwise be equitable to do so.
- 11.3 Subject to the prevailing legislation and the Catalist Rules, the Company will have the flexibility and discretion in determining the mode of settlement of the Awards by way of:
- (i) an issue of New Shares;
 - (ii) the delivery of existing Shares;
 - (iii) payment of the equivalent cash value of such New Shares and/or existing Shares computed in accordance with Rule 11.5 below; or
 - (iv) a combination of (i), (ii) and/or (iii) stated above.
- 11.4 In determining whether to issue New Shares or to deliver existing Shares or to pay the equivalent cash value to Participants upon vesting of their Awards, the Company will 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 and financial effects to the Company of the various modes of settlement.
- 11.5 The Company shall have the flexibility, and if circumstances require, to determine to make a release of an Award, wholly or partly, in the form of cash rather than Shares, in which event the Participant shall receive on the vesting date, the aggregate value of the relevant number of Shares in cash, with the value of each Share being for this purpose the average of the closing market price for a Share for the three (3) consecutive Market Days immediately preceding the release date or if the Committee is of the opinion that such amount as computed is not representative of the value of a Share, such price as the Committee may determine, such determination to be confirmed by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable. In determining whether to release an Award, wholly or partly, in the form of cash rather than Shares, the Company will take into account factors such as (but not limited to) the cost to the Company of releasing an Award, wholly or partly, in the form of cash rather than Shares. In considering the cost factor, the Company 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.

- 11.6 New Shares to be issued under the TRITECH PSP 2021 shall be issued in compliance with all applicable laws and regulations. Upon the vesting of an Award, the New Shares will be allotted under the listing and quotation notice obtained by the Company for the purposes of the TRITECH PSP 2021, or the Company shall, as soon as practicable after such allotment, apply to the SGX-ST for the listing and quotation of such New Shares, if such permission has not been obtained prior to the allotment. For any allotment of New Shares pursuant to an Award, the Committee may take into account the rounding of odd lots.
- 11.7 Subject to 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 compliance with the terms of the TRITECH PSP 2021 and the Articles, the Company shall within ten (10) Market Days after the vesting of an Award, allot the relevant Shares and dispatch to CDP the relevant share certificates, where applicable. Shares which are the subject of an Award shall be issued in the name of CDP to the credit of the securities account of the Participant maintained with CDP or his securities sub-account maintained with a Depository Agent and as notified by the Participant to the Committee.
- 11.8 New Shares allotted and issued, and existing Shares procured by the Company for transfer, upon the vesting of an Award shall:
- (i) be subject to all the provisions of the Constitution of the Company; and
 - (ii) be eligible 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 issue or transfer date, and shall in all other respects rank pari passu with other existing Shares then in issue. For the purposes of this Rule, "Record Date" means the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of Shareholders.
- 11.9 Shares which are allotted or transferred pursuant to the release of an Award will not (save as otherwise provided in the terms of the Award, by the provisions of the Catalist Rules or applicable laws) be subject to any restriction against disposal, or sale or otherwise by the Participant.

12. ADJUSTMENTS

- 12.1 If a variation in the ordinary share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, issue of shares for nil consideration, reduction, subdivision, consolidation, distribution, or otherwise) shall take place, then:
- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet vested or released (as the case may be);
 - (b) the class and/or number of Shares over which future Awards may be granted under the TRITECH PSP 2021; and/or
 - (c) the maximum number of New Shares which may be issued and/or existing Shares which may be delivered in settlement (whether such existing Shares are acquired pursuant to a share purchase mandate and held as treasury shares, to the extent permitted by law, or otherwise) pursuant to Awards under the TRITECH PSP 2021,
- shall be adjusted in such manner as the Committee may determine to be appropriate and, except in relation to a capitalisation issue, upon the Auditors (acting as experts and not as arbitrators) having confirmed in writing that, in their opinion, such adjustment is fair and reasonable.

- 12.2 Any adjustments to be made shall be subject to the proviso that such adjustments shall not be made in the following circumstances if as a result, the Participant receives a benefit that a Shareholder does not receive.
- 12.3 The following (whether singly or in combination) shall not be regarded as events requiring adjustment:
- (i) the issue of securities as consideration for an acquisition or a private placement of securities;
 - (ii) 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;
 - (iii) an issue of Shares or other securities convertible into or with rights to acquire or subscribe for Shares to its employees including Directors or employees of the Company pursuant to purchase approved by Shareholders in general meeting, including the TRITECH PSP 2021;
 - (iv) an issue of Shares or securities convertible into or with rights to acquire or subscribe for Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business;
 - (v) any issue of Shares arising from the exercise of any warrants or the conversion of any convertible securities issued by the Company; or
 - (vi) any issue of Shares pursuant to any scrip dividend scheme for the time being of the Company;

unless the Committee considers an adjustment to be appropriate.

- 12.4 Upon any adjustment required to be made pursuant to this Rule 12, the Company shall notify the Participant in writing and deliver to him a statement setting forth the value, class and/or number of Shares which are the subject of an Award to the extent not vested, provided that any omission to give notice to any Participants shall not invalidate any such adjustment.

13. MODIFICATIONS OR ALTERATIONS TO THE TRITECH PSP 2021

- 13.1 The TRITECH PSP 2021 may be modified and/or altered from time to time by a resolution of the Committee, provided:
- (i) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary as well as compliance with all applicable laws, regulations and the Catalist Rules;
 - (ii) no modification or alteration shall be made to the advantage of the Participants, except with the prior approval of the Shareholders in general meeting; and
 - (iii) no modification or alteration shall be made to the rules of the TRITECH PSP 2021, if, as a result the Participant receives a benefit that a Shareholder does not have.

- 13.2 Written notice of any modification or alteration made shall be given to all Participants provided that any omission to give notice to any Participant shall not invalidate any such amendment.
- 13.3 Notwithstanding anything herein to the contrary, the Committee may at any time by resolution (and without any other formality save for the prior approval of the SGX-ST and such other regulatory authorities as may be necessary) amend or alter the TRITECH PSP 2021 in any way to the extent necessary to cause the TRITECH PSP 2021 to comply with any statutory provision or the requirements of any regulatory or other relevant authority or body.

14. ADMINISTRATION OF THE TRITECH PSP 2021

- 14.1 The TRITECH PSP 2021 shall be administered by the Committee in its absolute discretion with such powers and duties as conferred on it by the Board. Any Participant of the TRITECH PSP 2021 who is a member of the Committee shall not be involved in its deliberations in respect of the Awards to be granted to or held by that member of the Committee or by his Associate.
- 14.2 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 TRITECH PSP 2021) for the implementation and administration of the TRITECH PSP 2021 as it deems fit, provided that:
- (i) any modification or alteration which would be to the advantage of Participants under the TRITECH PSP 2021 shall be subject to the prior approval of Shareholders in a general meeting;
 - (ii) the modification or alteration must be made in such a way that a Participant will not receive a benefit that a Shareholder does not receive; and
 - (iii) no modification or alteration shall be made without due compliance with the Catalist Rules and such other regulatory authorities as may be necessary.
- 14.3 Any decision of the Committee (including any decision pertaining to disputes as to interpretation of the TRITECH PSP 2021) made pursuant to any provision of the TRITECH PSP 2021, or any rule, regulation, procedure thereunder or as to any rights under the TRITECH PSP 2021 (other than a matter to be certified by the Auditors), shall be final, binding and conclusive.

15. TERMS OF APPOINTMENT OR EMPLOYMENT UNAFFECTED

- 15.1 The TRITECH PSP 2021 shall not form part of any contract of employment between the Company or any Subsidiary, and the rights and obligations of any individual under the terms of the office or employment with such company within the Group shall not be affected by his participation in the TRITECH PSP 2021 or any right which he may have to participate in it or any Award which he may hold and the TRITECH PSP 2021 or any 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.
- 15.2 The TRITECH PSP 2021 shall not confer on any person any legal or equitable rights (other than those constituting the Award themselves) against the Company or any of the companies in the Group or a Controlled Associated Company directly or indirectly or give rise to any cause of action at law or in equity against the Company or any Subsidiary in the Group.

16. NOTIFICATIONS

- 16.1 Any notice required to be given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses (including electronic mail addresses) or facsimile number, and marked for the attention of the Committee, as may be notified by the Company to him in writing.
- 16.2 Any notice or documents required to be given to a Participant or any correspondence to be made between the Company and a Participant shall be given or made by the Company (or such person(s) as it may from time to time direct on behalf of the Company) and shall be delivered to him by hand or sent to him at his home address, electronic mail address or facsimile number according to the records of the Company or the address and place of business at which he performs the whole or substantially the whole of the duties of his office or employment. Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address as aforesaid or, if sent by prepaid post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the date of despatch.

17. TAXES, COSTS AND EXPENSES OF THE TRITECH PSP 2021

- 17.1 All taxes (including income tax and central provident fund and/or other statutory contributions, if any) arising from the grant and/or payment of cash and/or allotment and issue and/or delivery of Shares pursuant to the Awards granted to any Participant under the TRITECH PSP 2021 shall be borne by that Participant. The Company shall be responsible for all CDP fees relating to the issue and allotment of any Shares pursuant to the release of Awards in CDP's name, the deposit of share certificates with CDP, the Participant's Securities Account or the Participant's securities sub-account.
- 17.2 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 Shares comprised in the relevant Award and the payment of cash or the allotment and issue or delivery of Shares to the Participant pursuant thereto. All taxes (including income tax, if applicable) arising from the grant or vesting of Shares comprised in any Award and the payment of cash or the allotment and issue or delivery of Shares to the Participant under the TRITECH PSP 2021 shall be borne by the 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 as a result of his participation in the TRITECH PSP 2021.
- 17.3 Save for the above, all other fees, costs and expenses incurred by the Company in relation to the TRITECH PSP 2021 shall, to the extent permitted by law, be borne by the Company.

18. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Directors, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing the Shares or applying for or procuring the listing of the New Shares on the SGX-ST in accordance with the TRITECH PSP 2021.

19. DISPUTES

Any disputes or differences of any nature arising hereunder shall be referred to the Committee and its decision shall be final and binding in all respects.

20. DISCLOSURES IN ANNUAL REPORT

The Company shall make the following disclosures in its annual report to Shareholders for the duration of the TRITECH PSP 2021:

- (a) the names of the members of the Committee;
- (b) in relation to the Awards granted under the TRITECH PSP 2021, the following particulars:
 - (i) names of Participants;
 - (ii) the aggregate number of Shares comprised in Awards granted since the commencement of the TRITECH PSP 2021 to the end of the FY under review;
 - (iii) the aggregate number of Shares comprised in Awards vested since the commencement of the TRITECH PSP 2021 to the end of the FY under review;
 - (iv) the aggregate number of Shares comprised in Awards outstanding as at the end of the FY under review; and
 - (v) a statement that the directors and employees of the parent company (if any) and its subsidiaries are not eligible to participate in the TRITECH PSP 2021.
- (c) The information in the table below for:
 - (i) Participants who are Directors; and
 - (ii) Participants other than those in (c)(i) above, who receive Awards comprising 5% or more of the aggregate of the total number of Shares available under the TRITECH PSP 2021, and

Name of Participant	Awards granted during the FY under review (including terms)	Aggregate Awards granted since commencement of the TRITECH PSP 2021 to the end of FY under review	Aggregate Awards vested since commencement of the TRITECH PSP 2021 to end of FY under review	Aggregate Awards not yet released as at end of FY under review
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- (d) such other information as may be required under the Catalist Rules or the Act.

If any of the above disclosures are not applicable, an appropriate negative statement will be included in the annual report.

21. GOVERNING LAW

The TRITECH PSP 2021 shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting Shares including treasury shares in accordance with the TRITECH PSP 2021, and the Company irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

TRITECH GROUP LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No.: 200809330R)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (“**EGM**”) of TRITECH GROUP LIMITED (the “**Company**”) will be held by way of electronic means on 29 July 2021 at 11:00 am (or as soon as practicable following the conclusion or adjournment of the Company’s Annual General Meeting to be held on the same day at 10:30 am) for the purposes set out below.

The Notice of EGM has been made available on SGXNET and the Company’s Website at URL www.tritech.com.sg. A printed copy of this Notice, the proxy form and other documents related to the EGM will **NOT** be despatched to shareholders of the Company (“**Shareholders**”).

SPECIAL RESOLUTION 1

The adoption of the proposed New Constitution

“That the articles contained in the New Constitution be approved and adopted as the Constitution of the Company in substitution for, and to the exclusion of, the Existing Constitution.”

ORDINARY RESOLUTION 2

The adoption of the proposed Tritech Group Performance Share Plan 2021

“That approval be and is hereby given for the TRITECH PSP 2021 as defined in the Circular, particular of which are set out in the Circular, and the Committee of the Company be and hereby is authorised to:

- a. establish and administer the TRITECH PSP 2021;
- b. modify and/or amend the TRITECH PSP 2021 from time to time provided that such modification(s) and/or amendment(s) are effected in accordance with the provisions of the TRITECH PSP 2021 and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the TRITECH PSP 2021; and
- c. offer and grant Award(s) in accordance with the Rules of the TRITECH PSP 2021 and to effect the allotment, issue or transfer from time to time of such of Shares as may be required to be issued or transferred pursuant to the exercise of the Award(s) under the TRITECH PSP 2021.”

All capitalised terms used in this Notice of EGM which are not defined herein shall have the same meaning ascribed to them in the Circular to Shareholders dated 7 July 2021.

BY ORDER OF THE BOARD

Siau Kuei Lian
Company Secretary

Singapore
7 July 2021

Additional Notes:

1. The EGM is being convened, and will be held, by electronic means pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020.
2. Due to the current COVID-19 restriction orders in Singapore, Shareholders are encouraged to attend the EGM via live webcast. Shareholders will be able to watch the proceedings of the EGM through a live webcast (“**LIVE WEBCAST**”) via their mobile phones, tablets or computers or listen to these proceedings through a live audio feed (“**AUDIO ONLY MEANS**”) via telephone. In order to do so, Shareholders who wish to watch the LIVE WEBCAST or listen via the AUDIO ONLY MEANS must pre-register by 11:00 am on 27 July 2021 at <https://conveneagm.sg/tritechgroupagmandegm>.

Shareholders will receive an email verification authenticating their status as Shareholders immediately upon pre-registration, along with accompanying instructions on accessing the EGM via LIVE WEBCAST and AUDIO ONLY MEANS. Shareholders should use the log-on credentials received to access the LIVE WEBCAST and AUDIO ONLY MEANS of the EGM. Shareholders who do not receive an email 24 hours after pre-registration may contact technical support via email at support@coveneagm.com or through the toll free number at 8008523335.

Persons holding shares through relevant intermediaries, who wish to participate in the EGM via LIVE WEBCAST or through the AUDIO ONLY MEANS, should contact their relevant intermediaries through which they hold such shares as soon as possible in order for the necessary arrangements to be made for their participation in the EGM.

3. Shareholders who pre-register to watch the LIVE WEBCAST or listen via the AUDIO ONLY MEANS may also submit questions relating to the resolutions to be tabled for approval at the EGM. Please note that Shareholders will not be able to ask questions at the EGM “live” during the webcast and the audio feed.

All questions must be submitted by 11:00 am on 19 July 2021 (“**Questions Cut-Off Date**”) via the pre-registration website at <https://conveneagm.sg/tritechgroupagmandegm>.

The Company will address substantial questions relevant to the resolutions to be tabled for approval at the EGM as received from Shareholders before the Questions Cut-Off Date, by publishing the answers on SGXNET, at or prior to the EGM. The Company will, within one month after the date of the EGM, publish the minutes of the EGM, together with responses to subsequent clarifications sought or follow-up questions raised by Shareholders in respect of substantial and relevant matters on SGXNET and the Company’s website at URL www.tritech.com.sg.

4. Shareholders (whether individuals or corporates) who wish to exercise their voting rights at the EGM must appoint the Chairman of the EGM as their proxy to attend, speak and vote on their behalf at the EGM. In appointing the Chairman of the EGM as proxy, Shareholders (whether individuals or corporates) must give specific instructions as to voting, or abstentions from voting, in the form of proxy, failing which the appointment will be treated as invalid.
5. The Chairman of the EGM, as proxy, need not be a member of the Company.
6. The proxy form appointing the Chairman of the EGM as proxy must be downloaded, printed, completed and signed by members and sent to the Company in the following manner:
 - (a) if sent personally or by post, be received by the Company’s Share Registrar, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712; or
 - (b) if submitted by email, be sent as a clearly readable image via email to the Company’s Share Registrar, In.Corp Corporate Services Pte. Ltd. at shareregistry@incorp.asia,

in either case no later than 11:00 am on 27 July 2021, and in default the proxy form shall not be treated as valid.

7. The proxy form appointing the Chairman of the EGM as proxy must be signed by the appointor or his attorney duly authorised in writing. Where the proxy form appointing the Chairman of the EGM as proxy is executed by a corporation, it must be either under its common seal or signed on its behalf by a duly authorised officer or attorney.
8. Where the proxy form appointing the Chairman of the EGM as proxy is signed on behalf of the appointor by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be attached to the proxy form, failing which the proxy form may be treated as invalid.
9. The Company shall be entitled to reject the proxy form appointing the Chairman of the EGM as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the proxy form appointing the Chairman of the EGM as proxy.
10. In the case of shares entered in the Depository Register, the Company may reject the proxy form if the Shareholder, being the appointor, is not shown to have shares entered against his/her/its name in the Depository Register as at 72 hours before the time appointed for holding the meeting, as certified by The Central Depository (Pte) Limited to the Company.

Important Reminders

Due to the current COVID-19 situation, the Company may be required to change its EGM arrangements at short notice. Shareholders are advised to regularly check the Company’s website or announcements released on SGXNET for updates on the EGM. Further, in view of the current COVID-19 measures which may make it difficult for Shareholders to submit completed proxy forms by post, Shareholders are strongly encouraged to submit completed proxy forms electronically via email.

Personal data privacy:

By (a) submitting a proxy form appointing the Chairman of the EGM as proxy to attend, speak and vote at the EGM and/or any adjournment thereof, (b) completing the pre-registration in accordance with this Notice, or (c) submitting any question prior to the EGM in accordance with this Notice, a Shareholder consents to the collection, use and disclosure of the Shareholder's personal data by the Company (or its agents or service providers) for the following purposes:

- (i) processing, administration and analysis by the Company (or its agents or service providers) of proxy forms appointing the Chairman of the EGM as proxy for the EGM (including any adjournment thereof);
- (ii) processing of the pre-registration for purposes of granting access to Shareholders to the LIVE WEBCAST or AUDIO ONLY MEANS of the EGM proceedings and providing them with any technical assistance where necessary;
- (iii) addressing substantial and relevant questions from Shareholders received before the EGM and if necessary, following up with the relevant Shareholders in relation to such questions;
- (iv) preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM (including any adjournment thereof); and
- (v) enabling the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines.

In addition, the personal data of a Shareholder (such as name, presence at the EGM and any questions raised or motions proposed/seconded) may be recorded by the Company during sounds and/or video recordings of the EGM which may be made by the Company for record keeping and to ensure the accuracy of the minutes of the EGM and a Shareholder of the Company consents to the collection, use and disclosure of the Shareholder's personal data by the Company (or its agents or service providers) for such purpose.

TRITECH GROUP LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 200809330R)

PROXY FORM Extraordinary General Meeting

This form of proxy has been made available on SGXNET and the Company's website and may be accessed at the URL www.tritech.com.sg. A printed copy of this form of proxy will **NOT** be despatched to members.

Important:

1. Due to the current COVID-19 restriction orders in Singapore, shareholders of the Company ("**Shareholders**") are encouraged to attend the EGM via live webcast. Shareholders will be able to watch the proceedings of the EGM through a "live" webcast via their mobile phones, tablets or computers or listen to these proceedings through a "live" audio feed via telephone. In order to do so, Shareholders who wish to watch the "live" webcast or listen to the "live" audio feed must pre-register by 11:00 am on 27 July 2021, at <https://conveneagm.sg/tritechgroupagmandegm>. Shareholders will receive an email verification authenticating their status as Shareholders immediately upon pre-registration, along with the accompanying instructions on accessing the webcast and audio feed of the proceedings. Shareholders who do not receive an email 24 hours after pre-registration may contact technical support via email at support@coveneagm.com or through the toll free number at 8008523335.
2. By submitting a proxy form appointing the Chairman of the EGM as proxy to attend, speak and vote at the EGM and/or any adjournment thereof, a Shareholder consents to the collection, use and disclosure of their personal data by the Company (or its agents or service providers) for such purposes and/or otherwise with the personal data privacy terms set out in the Notice of EGM dated 7 July 2021.
3. An investor who holds shares under the Supplementary Retirement Scheme ("**SRS Investors**") (as may be applicable) may inform their SRS Approved Nominees to appoint the Chairman of the EGM to act as their proxy, at least 7 working days before the EGM, in which case, SRS investors shall be precluded from attending the EGM.
4. This proxy form is not valid for use by SRS investors and shall be ineffective for all intents and purposes if used or purported to be used by them.

I/We, _____ (name) of _____ (NRIC/

Passport No./Company Registration No.) of _____

(address) being a *member/members of **Tritech Group Limited** (the "**Company**"), hereby appoint the Chairman of the Extraordinary General Meeting ("**EGM**") as *my/our *proxy/proxies to attend, speak and vote for *me/us on *my/our behalf at the EGM to be held by way of electronic means on 29 July 2021 at 11:00 am (or as soon as practicable following the conclusion or adjournment of the Company's Annual General Meeting to be held on the same day at 10:30 am) and at any adjournment thereof. *I/We direct the Chairman of the EGM to vote for, against and/or to abstain from the resolutions to be 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 appointment of the Chairman of the EGM as my/our* proxy shall be treated as invalid.

The resolutions put to the vote at the EGM shall be decided by way of poll.

No.	Resolutions	For [#]	Against [#]	Abstain [#]
1.	To approve the proposed adoption of the New Constitution (Special Resolution 1)			
2.	To approve the proposed adoption of the Tritech Group Performance Share Plan 2021 (Ordinary Resolution 2)			

Voting will be conducted by poll. If you wish to exercise all your votes "For" or "Against"; or to "Abstain" from, the relevant resolution, please tick (✓) within the relevant box provided. Alternatively, if you wish to exercise your votes in a proportion of "For", "Against" or/and to "Abstain" from the relevant resolution, please indicate the number of shares in the boxes provided.

* Delete where applicable

Dated this _____ day of _____ 2021

Total No. of Shares in	No. of Shares
CDP Register	
Register of Members	

Signature(s) of Member(s)/Common Seal

IMPORTANT: PLEASE READ NOTES OVERLEAF BEFORE COMPLETING THIS PROXY FORM

**NOTES:
IMPORTANT**

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (maintained by The Central Depository (Pte) Limited), you should insert that number of Shares. If you have 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, this proxy form will be deemed to relate to the entire number of ordinary Shares in the Company registered in your name(s).
2. A Shareholder will not be able to attend the EGM in person. If a Shareholder (whether individual or corporate) wishes to exercise his/her/its voting rights at the EGM, he/she/it must appoint the Chairman of the EGM as his/her/its proxy to attend, speak and vote on his/her/its behalf at the EGM. In appointing the Chairman of the EGM as proxy, a Shareholder (whether individual or corporate) must give specific instructions as to voting), or abstentions from voting, in the form of proxy, failing which the appointment will be treated as invalid.
3. The proxy form appointing the Chairman of the EGM must be downloaded, printed, completed and signed by members and sent to the Company in the following manner:
 - (a) if sent personally or by post, be received by the Company's Share Registrar, In.Corp Corporate Services Pte. Ltd. at 30 Cecil Street, #19-08 Prudential Tower, Singapore 049712; or
 - (b) if submitted by email, be sent as a clearly readable image via email to the Company's Share Registrar, In.Corp Corporate Services Pte. Ltd., by email at shareregistry@incorp.asia;

in either case no later than 11:00 am on 27 July 2021, and in default the proxy form shall not be treated as valid.

In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for Shareholders to submit completed proxy forms by post, Shareholders are strongly encouraged to submit completed proxy forms electronically via email.

4. The proxy form appointing the Chairman of the EGM as proxy must be signed by the appointor or his attorney duly authorised in writing. Where the proxy form appointing the Chairman of the EGM as proxy is executed by a corporation, it must be either under its common seal or signed on its behalf by a duly authorised officer or attorney.
5. Where the proxy form appointing the Chairman of the EGM as proxy is signed on behalf of the appointor by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be attached to the proxy form, failing which the proxy form may be treated as invalid.
6. The Company shall be entitled to reject the proxy form appointing the Chairman of the EGM as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the proxy form appointing the Chairman of the EGM as proxy.
7. In the case of shares entered in the Depository Register, the Company may reject the proxy form if the Shareholder, being the appointor, is not shown to have shares entered against his/her/its name in the Depository Register as at 72 hours before the time appointed for holding the meeting, as certified by The Central Depository (Pte) Limited to the Company.