

CIRCULAR DATED 15 MAY 2022

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY. IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER PROFESSIONAL ADVISOR(S) IMMEDIATELY.

Please note that this Circular has been published on SGXNet (www.sgx.com) and the Company's website at www.intraco.com. A printed copy of the Circular will not be sent to Shareholders.

If you have sold or transferred all your shares in the capital of Intraco Limited (the "**Company**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Circular with the Notice of EGM (as defined herein) and the attached Proxy Form (as defined herein) to the purchaser or transferee as arrangements will be made by CDP for a separate Circular with the Notice of EGM and the attached Proxy Form to be sent to the purchaser or transferee. If you have sold or transferred all your shares represented by physical share certificate(s), you should immediately forward this Circular together with the Notice of EGM and the enclosed 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.

The Singapore Exchange Securities Trading Limited ("**SGX-ST**") assumes no responsibility for the accuracy, completeness or correctness of any statements or opinions made or reports contained in this Circular.



INTRACO LIMITED

(Company Registration Number: 196800526Z)
(Incorporated in the Republic of Singapore)

CIRCULAR TO SHAREHOLDERS

in relation to

- (I) **THE PROPOSED ACQUISITION OF 51% OF THE TOTAL ISSUED AND PAID UP SHARE CAPITAL OF MHC SG BY THE COMPANY, IN CONSIDERATION FOR THE ALLOTMENT AND ISSUE TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES (AS DEFINED BELOW)) OF:**
- (A) **42,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE "CONSIDERATION SHARES"), AT AN ISSUE PRICE OF S\$0.50 PER CONSIDERATION SHARE; AND**
- (B) **52,500,000 WARRANTS, EACH CARRYING THE RIGHT TO SUBSCRIBE FOR 1 NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE "CONSIDERATION WARRANTS"), AT A NOMINAL EXERCISE PRICE OF S\$0.0001 PER CONSIDERATION WARRANT,**
- (THE "PROPOSED TRANSACTION");**
- (II) **THE PROPOSED ALLOTMENT AND ISSUE TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES (AS DEFINED BELOW)) OF THE CONSIDERATION SHARES;**
- (III) **THE PROPOSED ALLOTMENT AND ISSUE TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES (AS DEFINED BELOW)) OF THE CONSIDERATION WARRANTS AND THE NEW CONSIDERATION WARRANTS (AS DEFINED BELOW);**
- (IV) **THE PROPOSED ALLOTMENT AND ISSUE TO THE HOLDERS OF THE CONSIDERATION WARRANTS AND NEW CONSIDERATION WARRANTS (AS DEFINED BELOW), OF SUCH NUMBER OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AS MAY BE REQUIRED OR PERMITTED TO BE ALLOTTED AND ISSUED UPON THE EXERCISE OF THE CONSIDERATION WARRANTS AND THE NEW CONSIDERATION WARRANTS (AS DEFINED BELOW);**
- (V) **THE PROPOSED DIVERSIFICATION OF THE COMPANY'S EXISTING BUSINESS INTO BUSINESSES RELATED TO DIGITAL ASSETS;**
- (VI) **THE PROPOSED ALLOTMENT AND ISSUE TO THE INTRODUCER (AS DEFINED BELOW) OF 40,000,000 WARRANTS, EACH CARRYING THE RIGHT TO SUBSCRIBE FOR 1 NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE "INTRODUCER WARRANTS"), AT AN EXERCISE PRICE OF S\$0.50 PER INTRODUCER WARRANT, IN CONSIDERATION FOR THE INTRODUCER INTRODUCING THE COMPANY AND THE SELLERS (AS DEFINED BELOW) FOR THE PURPOSES OF THE PROPOSED TRANSACTION; AND**
- (VII) **THE PROPOSED ALLOTMENT AND ISSUE TO THE HOLDERS OF THE INTRODUCER WARRANTS, OF SUCH NUMBER OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AS MAY BE REQUIRED OR PERMITTED TO BE ALLOTTED AND ISSUED UPON THE EXERCISE OF THE INTRODUCER WARRANTS.**

IMPORTANT DATES AND TIMES

Last date and time for lodgement of Proxy Form	:	3 June 2022 at 10.00 am
Date and time of EGM	:	6 June 2022 at 10.00 am
Place of EGM	:	Meeting will be convened and held by way of electronic means

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DEFINITIONS

For the purpose of this Circular, except where the context otherwise requires or is otherwise stated, the following definitions shall apply throughout.

“14.5% Undertaking”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“30 June 2021 Accounts”	:	Has the meaning ascribed to the term in Section 3 of this Circular
“7 February 2022 Announcement”	:	Has the meaning ascribed to the term in Section 1.1(c) of this Circular
“Acquisition Agreement”	:	Has the meaning ascribed to the term in Section 1.1(c)(i) of this Circular
“Affiliates”	:	With respect to any entity or person, all entities which are controlling, controlled by or under common control with such entity or person (including any investment vehicle of such entity or person), or in relation to an individual, his family and relatives, as well as any business, company or corporation which they have an interest in, and “control” shall mean the power to elect or appoint a majority of directors or to direct the management of the first-mentioned entity, or the ownership of more than 50% of the voting rights of the shares or other equity interests or registered capital of such entity
“AIPL”	:	Has the meaning ascribed to the term in Section 10 of this Circular
“ARCPL”	:	Has the meaning ascribed to the term in Section 11 of this Circular
“Assets”	:	Has the meaning ascribed to the term in Section 2.1(d) of this Circular
“Balance Consideration Warrants”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“Blockchain Assets”	:	Has the meaning ascribed to the term in Section 2.1(d)(ii) of this Circular
“Blockchain Assets Stake”	:	Has the meaning ascribed to the term in Section 2.1(d)(ii) of this Circular
“Board”	:	Has the meaning ascribed to the term in Section 1.1 of this Circular
“Boustead”	:	Has the meaning ascribed to the term in Section 6.2(a)(i) of this Circular
“Business”	:	Has the meaning ascribed to the term in Section 2.1(d)(3) of this Circular
“Business Expansion”	:	Has the meaning ascribed to the term in Section 6.1 of this Circular
“Carnegie”	:	Has the meaning ascribed to the term in Section 1.1 of this Circular
“CDP”	:	The Central Depository (Pte) Limited
“Circular”	:	This circular to Shareholders dated 15 May 2022
“Companies Act”	:	The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time

DEFINITIONS

“Company”	:	Has the meaning ascribed to the term in Section 1.1 of this Circular
“Completion”	:	Has the meaning ascribed to the term in Section 2.2 of this Circular
“Conditions Precedent” and “Condition Precedent”	:	Have the meanings ascribed to the terms in Section 2.4 of this Circular
“Consideration”	:	Has the meaning ascribed to the term in Section 2.3 of this Circular
“Consideration Shares”	:	Has the meaning ascribed to the term in the title of this Circular
“Consideration Warrants”	:	Has the meaning ascribed to the term in the title of this Circular
“Controlling Shareholder”	:	A person who: (a) holds directly or indirectly 15% or more of the total voting rights in the company. The SGX-ST may determine that a person who satisfies this is not a controlling shareholder; or (b) in fact exercises control over the Company
“CPF Investors”	:	Has the meaning ascribed to the term in Section 16 of this Circular
“CPF Agent Banks”	:	Has the meaning ascribed to the term in Section 16 of this Circular
“Deed Poll”	:	Has the meaning ascribed to the term in Section 2.3(b) of this Circular
“Directors”	:	Has the meaning ascribed to the term in Section 1.1 of this Circular
“Dr Melanie Chew”	:	Has the meaning ascribed to the term in Section 11 of this Circular
“EGM”	:	The extraordinary general meeting of the Company to be convened and held by way of electronic means on 6 June 2022 at 10.00am, notice of which is set out pages on N-1 to N-9 of this Circular
“Encumbrance”	:	Any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing
“Entity”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“EPS”	:	Has the meaning ascribed to the term in Section 4.2 of this Circular
“Exercise Period”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“Facilitation Agreement”	:	Has the meaning ascribed to the term in Section 1.1(c)(ii) of this Circular
“FF Wong”	:	Has the meaning ascribed to the term in Section 1.1(c)(ii) of this Circular
“FIRB Approval”	:	Has the meaning ascribed to the term in Section 2.4(c) of this Circular
“Group”	:	Has the meaning ascribed to the term in Section 1.1 of this Circular

DEFINITIONS

“IEO”	:	Has the meaning ascribed to in Section 2.1(d)(3) of this Circular
“Intraco Directors”	:	Has the meaning ascribed to the term in Section 2.6(a) of this Circular
“Introducer”	:	Has the meaning ascribed to the term in Section 1.1(c)(ii) of this Circular
“Introducer 14.5% Undertaking”	:	Has the meaning ascribed to the term in Section 6.1 of this Circular
“Introducer Deed Poll”	:	Has the meaning ascribed to the term in Section 6.1 of this Circular
“Introducer Net Proceeds”	:	Has the meaning ascribed to the term in Section 6.1 of this Circular
“Introducer Warrant Issuance”	:	Has the meaning ascribed to the term in Section 6.1 of this Circular
“Introducer Warrants”	:	Has the meaning ascribed to the term in the title of this Circular
“Latest Practicable Date”	:	The latest practicable date prior to the printing of this Circular, being 6 May 2022
“Licences”	:	Has the meaning ascribed to the term in Section 2.4(e) of this Circular
“Listing Approval”	:	Has the meaning ascribed to the term in Section 9 of this Circular
“Listing Manual”	:	Has the meaning ascribed to the term in Section 1.3 of this Circular
“Mainboard”	:	The mainboard of the SGX-ST
“Market Day”	:	A day on which the SGX-ST is open for securities trading
“MH Carnegie & Co”	:	Has the meaning ascribed to the term in Section 2.1(d)(i)(A) of this Circular
“MHC DF”	:	Has the meaning ascribed to the term in Section 2.1(d)(i) of this Circular
“MHC SG”	:	Has the meaning ascribed to the term in Section 1.1(c)(i) of this Circular
“MHC SG Board”	:	Has the meaning ascribed to the term in Section 2.6(a) of this Circular
“MHPL”	:	Has the meaning ascribed to the term in Section 11 of this Circular
“Mr Chew”	:	Has the meaning ascribed to the term in Section 11 of this Circular
“New Consideration Warrants”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“New Deed Poll”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“Net Profit Target”	:	Has the meaning ascribed to the term in Section 2.3 of this Circular
“NTA”	:	Has the meaning ascribed to the term in Section 2.3(i) of this Circular

DEFINITIONS

“NTA Target”	:	Has the meaning ascribed to the term in Section 2.2 of this Circular
“Notice of EGM”	:	The notice of the EGM which is set out on pages N-1 to N-9 of this Circular
“Original HOA”	:	Has the meaning ascribed to the term in Section 1.1(a) of this Circular
“OTC”	:	Has the meaning ascribed to the term in Section 2.1(d)(4) of this Circular
“Placement”	:	Has the meaning ascribed to the term in Section 2.3 of this Circular
“Proposed Diversification”	:	Has the meaning ascribed to the term in Section 1.4 of this Circular
“Proposed New Business”	:	Has the meaning ascribed to the term in Section 5.2 of this Circular
“Proposed Transaction”	:	Has the meaning ascribed to the term in Section 1.1 of this Circular
“Proxy Form”	:	Has the meaning ascribed to the term on page N-6 of the Notice of EGM
“Record Date”	:	In relation to any dividends, rights, allotments or other distributions, the date at the close of business (or such other time as may have been notified by the Company) on which Shareholders must be registered in order to participate in such dividends, rights, allotments or other distributions
“Restructuring”	:	Has the meaning ascribed to the term in Section 2.1(d) of this Circular
“RPHPL”	:	Has the meaning ascribed to the term in Section 11 of this Circular
“Sale Shares”	:	Has the meaning ascribed to the term in Section 1.1(c)(i) of this Circular
“Securities Account”	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account maintained with a Depository Agent
“Sellers”	:	Has the meaning ascribed to the term in Section 1.2 of this Circular
“Sergienko”	:	Has the meaning ascribed to the term in Section 1.1(a) of this Circular
“SFA”	:	The Securities and Futures Act 2001 of Singapore, as amended, modified or supplemented from time to time
“SHA”	:	Has the meaning ascribed to the term in Section 2.7 of this Circular
“Shareholders”	:	The 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
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular

DEFINITIONS

“SRS Investor”	:	Has the meaning ascribed to the term in Section 16 of this Circular
“SRS Operators”	:	Has the meaning ascribed to the term in Section 16 of this Circular
“Substantial Shareholder”	:	A person who has an interest in one or more voting Shares, and the total votes attaching to that Share or those Shares representing not less than 5.0% of the total votes attaching to all the voting Shares in the Company
“Target Group” and “Target Group Company”	:	Have the meanings ascribed to the terms in Section 2.1(d)(2) of this Circular
“TimeX”	:	Has the meaning ascribed to the term in Section 2.1(d)(iii) of this Circular
“Warrant Register”	:	Has the meaning ascribed to the term in Section 2.3(1) of this Circular
“%”	:	Percent or percentage
“A\$” and “AU cents”	:	Australian dollars and cents respectively, being the lawful currency of Australia
“S\$” and “S\$ cents”	:	Singapore dollars and cents respectively, being the lawful currency of the Republic of Singapore
“US\$” and “US cents”	:	United States dollars and cents respectively, being the lawful currency of the United States of America

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

The terms “**subsidiary**” and “**related corporations**” shall have the meanings ascribed to them respectively in the Companies Act.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall, where applicable, include corporations.

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

Any reference in this Circular to “**Rule**” or “**Chapter**” is a reference to the relevant rule or chapter in the Listing Manual.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA or the Listing Manual or any modification thereof and used in this Circular shall have the meaning assigned to it under the Companies Act, the SFA or the Listing Manual or any statutory modification thereof, as the case may be.

Any reference to any agreement or document shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time.

Any reference to a time of day and date in this Circular shall be a reference to Singapore time and date, unless otherwise stated.

Any discrepancies in tables included in this Circular between the listed amounts and the totals are due to rounding; accordingly, the figures shown as totals in this Circular may not be an aggregation of the figures that precede them.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

Certain statements contained in this Circular, which are not statements of historical fact, may constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “expect”, “believe”, “plan”, “intend”, “estimate”, “anticipate”, “may”, “will”, “would”, “could” or similar words. However, these words are not the exclusive means of identifying forward-looking statements. These statements reflect the Company’s current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information.

Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements.

Shareholders should not place undue reliance on such forward-looking statements. Further, the Company disclaims any responsibility, and undertakes no obligation to update or revise any forward-looking statements contained in this Circular to reflect any change in the Group’s expectations with respect to such statements after the Latest Practicable Date or to reflect any change in events, conditions or circumstances on which the Company based any such statements subject to compliance with all applicable laws and regulations and/or the rules of the SGX-ST and/or any regulatory or supervisory body or agency.

LETTER TO SHAREHOLDERS

INTRACO LIMITED

(Company Registration Number: 196800526Z)
(Incorporated in the Republic of Singapore)

Board of Directors

Mr. Mak Lye Mun (Chairman and Independent Director)
Dr. Tan Boon Wan (Independent Director)
Mr. Charlie Ng How Kiat (Non-Independent, Non-Executive Director)
Dr. Steve Lai Mun Fook (Non-Independent, Non-Executive Director)

Registered Office

60 Albert Street, #07-01
OG Albert Complex
Singapore 189969

15 May 2022

To: The Shareholders of Intraco Limited

Dear Sir/Madam

- (I) **THE PROPOSED ACQUISITION OF 51% OF THE TOTAL ISSUED AND PAID UP SHARE CAPITAL OF MHC SG BY THE COMPANY, IN CONSIDERATION FOR THE ALLOTMENT AND ISSUE TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES (AS DEFINED BELOW)) OF:**
- (A) **42,000,000 NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY (THE “CONSIDERATION SHARES”), AT AN ISSUE PRICE OF S\$0.50 PER CONSIDERATION SHARE; AND**
- (B) **52,500,000 WARRANTS, EACH CARRYING THE RIGHT TO SUBSCRIBE FOR 1 NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE “CONSIDERATION WARRANTS”), AT A NOMINAL EXERCISE PRICE OF S\$0.0001 PER CONSIDERATION WARRANT,**
- (THE “PROPOSED TRANSACTION”);**
- (II) **THE PROPOSED ALLOTMENT AND ISSUE TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES (AS DEFINED BELOW)) OF THE CONSIDERATION SHARES;**
- (III) **THE PROPOSED ALLOTMENT AND ISSUE TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES (AS DEFINED BELOW)) OF THE CONSIDERATION WARRANTS AND THE NEW CONSIDERATION WARRANTS (AS DEFINED BELOW);**
- (IV) **THE PROPOSED ALLOTMENT AND ISSUE TO THE HOLDERS OF THE CONSIDERATION WARRANTS AND NEW CONSIDERATION WARRANTS (AS DEFINED BELOW), OF SUCH NUMBER OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AS MAY BE REQUIRED OR PERMITTED TO BE ALLOTTED AND ISSUED UPON THE EXERCISE OF THE CONSIDERATION WARRANTS AND THE NEW CONSIDERATION WARRANTS (AS DEFINED BELOW);**
- (V) **THE PROPOSED DIVERSIFICATION OF THE COMPANY’S EXISTING BUSINESS INTO BUSINESSES RELATED TO DIGITAL ASSETS;**
- (VI) **THE PROPOSED ALLOTMENT AND ISSUE TO THE INTRODUCER (AS DEFINED BELOW) OF 40,000,000 WARRANTS, EACH CARRYING THE RIGHT TO SUBSCRIBE FOR 1 NEW ORDINARY SHARE IN THE CAPITAL OF THE COMPANY (THE “INTRODUCER WARRANTS”), AT AN EXERCISE PRICE OF S\$0.50 PER INTRODUCER WARRANT, IN CONSIDERATION FOR THE INTRODUCER INTRODUCING THE COMPANY AND THE SELLERS (AS DEFINED BELOW) FOR THE PURPOSES OF THE PROPOSED TRANSACTION; AND**

LETTER TO SHAREHOLDERS

(VII) THE PROPOSED ALLOTMENT AND ISSUE TO THE HOLDERS OF THE INTRODUCER WARRANTS, OF SUCH NUMBER OF NEW ORDINARY SHARES IN THE CAPITAL OF THE COMPANY AS MAY BE REQUIRED OR PERMITTED TO BE ALLOTTED AND ISSUED UPON THE EXERCISE OF THE INTRODUCER WARRANTS.

1. INTRODUCTION

1.1 The board of directors (the “**Board**” or “**Directors**”) of Intraco Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) announced:

- (a) on 13 December 2021, that the Company had on 13 December 2021 entered into a Heads of Agreement (the “**Original HOA**”) with Messrs Mark Carnegie (“**Carnegie**”) and Sergei Sergienko (“**Sergienko**”) for the proposed investment by the Company in the Target Group (defined below);
- (b) on 22 December 2021, that the Company had on 22 December 2021 entered into an Amended and Restated Heads of Agreement with Carnegie and Sergienko (collectively, the “**Sellers**”) to amend and restate the Original HOA in its entirety;
- (c) on 7 February 2022, that the Company had on 7 February 2022 entered into:
 - (i) an acquisition agreement (the “**Acquisition Agreement**”) with the Sellers for the acquisition of such number of issued and paid-up ordinary shares of a new company to be incorporated in Singapore (“**MHC SG**”), representing 51% of the total issued and paid-up share capital of MHC SG (collectively, the “**Sale Shares**”) (the “**Proposed Transaction**”); and
 - (ii) a facilitation agreement (the “**Facilitation Agreement**”) with Suntec Harmony Limited (an entity wholly-owned by Wong Fong Fui (“**FF Wong**”)) (the “**Introducer**”) in relation to the allotment and issue of the Introducer Warrants to the Introducer,(the “**7 February 2022 Announcement**”); and
- (d) on 23 February 2022, certain clarifications in relation to the 7 February 2022 Announcement.

1.2 Consideration for the Proposed Transaction will be satisfied by the allotment and issue to Carnegie and Sergienko (collectively, the “**Sellers**”) (and/or their respective Affiliates) of the Consideration Shares, the Consideration Warrants and the New Consideration Warrants (as defined below). Please refer to Sections 2, 3, 4 and 5 of this Circular for further details on the Target Group (as defined below), the Sellers, the Proposed Transaction and the allotment and issue to the Sellers of the Consideration Shares, the Consideration Warrants and the New Consideration Warrants.

1.3 The Proposed Transaction constitutes a major transaction under Rule 1014 of the listing manual (“**Listing Manual**”) of the SGX-ST, and is subject to the approval of the Shareholders.

1.4 In connection with the Proposed Transaction, the Group intends to diversify its existing business into businesses related to digital assets (the “**Proposed Diversification**”):

- (a) The Company was established in 1968 and the Group currently operates 3 principal businesses, being the trading of plastic resins, provision of passive fire protection services and provision of mobile radio infrastructure management services. The Group is headquartered in Singapore and has a presence in the key emerging markets of Vietnam, Indonesia, Malaysia and China.
- (b) Please refer to Section 5 of this Circular for further details on the Proposed Diversification.
- (c) As the Proposed Diversification will change the existing risk profile of the Group, the Company will seek the approval of the Shareholders for the Proposed Diversification.

LETTER TO SHAREHOLDERS

- 1.5 Pursuant to the Facilitation Agreement, the Company shall, in consideration for FF Wong introducing the Company and the Sellers for the purposes of the Proposed Transaction, allot and issue the Introducer Warrants to the Introducer. Please refer to Section 6 of this Circular for further details on the Facilitation Agreement and the allotment and issue of the Introducer Warrants.
- 1.6 The Directors are convening an extraordinary general meeting to be held on 6 June 2022 at 10.00am to seek the approval of the Shareholders for:
- (a) the Proposed Transaction;
 - (b) the allotment and issue of the Consideration Shares to the Sellers;
 - (c) the allotment and issue of the Consideration Warrants and the New Consideration Warrants to the Sellers;
 - (d) the allotment and issue of such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Consideration Warrants and New Consideration Warrants, to the holders of the Consideration Warrants and New Consideration Warrants;
 - (e) the Proposed Diversification;
 - (f) the allotment and issue of the Introducer Warrants to the Introducer; and
 - (g) the allotment and issue of such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Introducer Warrants, to the holders of the Introducer Warrants.
- 1.7 The purpose of this Circular is to provide Shareholders with information relating to, and to seek the approval of the Shareholders for, the abovementioned proposals. Notice of the EGM is set out on page N-1 of this Circular.
- 1.8 This Circular has been prepared solely for the purpose set out herein and may not be relied upon by any persons (other than Shareholders) or for any other purposes.

2. THE PROPOSED TRANSACTION

2.1 Information on the Target Group and Sellers

As at the Latest Practicable Date:

- (a) The Sellers have incorporated MHC Digital SG Pte. Ltd. ("MHC SG"), a private company in Singapore.
- (b) The Sellers (and/or their respective Affiliates) will be the legal and beneficial owners of the entire issued and paid-up share capital in MHC SG, and the directors of MHC SG.
- (c) The Sellers (and/or their respective Affiliates):
 - (i) are not related to, and do not have any connection (including business dealings) with, any of the Directors, Substantial Shareholders or Controlling Shareholders of the Company; and
 - (ii) do not have any shareholding interests (direct or indirect) in, or any connection (including business dealings) with, the Company.

Please refer to Section 2.1(d)(3) below for further details on the Sellers.

LETTER TO SHAREHOLDERS

- (d) The Sellers are in the process of effecting the transfer to MHC SG of the following assets within the Target Group (collectively, the “**Assets**”) at the Sellers’ cost, in consideration for new ordinary shares in MHC SG to be issued to the Sellers (and/or their respective Affiliates (as the case may be)) (the “**Restructuring**”):
- (i) the entire share capital of MHC Digital Finance Pty Limited, a company incorporated in Australia (“**MHC DF**”) where:
 - (A) MHC DF is (1) the manager of 2 Australian wholesale managed investment schemes, the MHC Digital Asset Fund and the MHC Digital Market Neutral Fund and (2) a corporate authorised representative of M.H. Carnegie & Co. Pty Limited (“**MH Carnegie & Co**”) which holds an Australian financial services licence; and
 - (B) the Sellers (and/or his Affiliates) each hold 50% of the total issued share capital of MHC DF;
 - (ii) shares representing up to 35% (as may be agreed between the Company and the Sellers) of the total issued share capital of Blockchain Assets Pty Ltd, a company incorporated in Australia (“**Blockchain Assets**”) (“**Blockchain Assets Stake**”) where:
 - (A) Blockchain Assets is (1) the manager and trustee of the Blockchain Early Opportunities Fund and (2) a corporate authorised representative of MH Carnegie & Co which holds an Australian financial services licence; and
 - (B) these shares will be acquired by Carnegie (and/or his Affiliates), subject to satisfaction of certain conditions, pursuant to a legally binding agreement with Blockchain Assets; and
 - (iii) the entire share capital of Chrono TimeX Pty Ltd, a company incorporated in Australia (“**TimeX**”) where:
 - (A) TimeX owns the hybrid cryptocurrency exchange in Australia, TimeX, and is registered as a digital currency exchange provider in Australia with the Australian Transaction Reports and Analysis Centre; and
 - (B) Sergienko’s Affiliates are currently the shareholders of TimeX but 50% of the total issued share capital of TimeX will be acquired by Carnegie (and/or his Affiliates) pursuant to his exercise of an option under a legally binding option agreement with Sergienko,

provided that prior to Completion, any accumulated profits (including, for the avoidance of doubt, any accrued and unpaid management fees and performance fees) in the Target Group will be distributed to the Sellers (and/or their respective Affiliates (as the case may be)) (whether by way of dividend or otherwise); and

- (iv) any other assets as may be agreed between the Company and the Sellers.

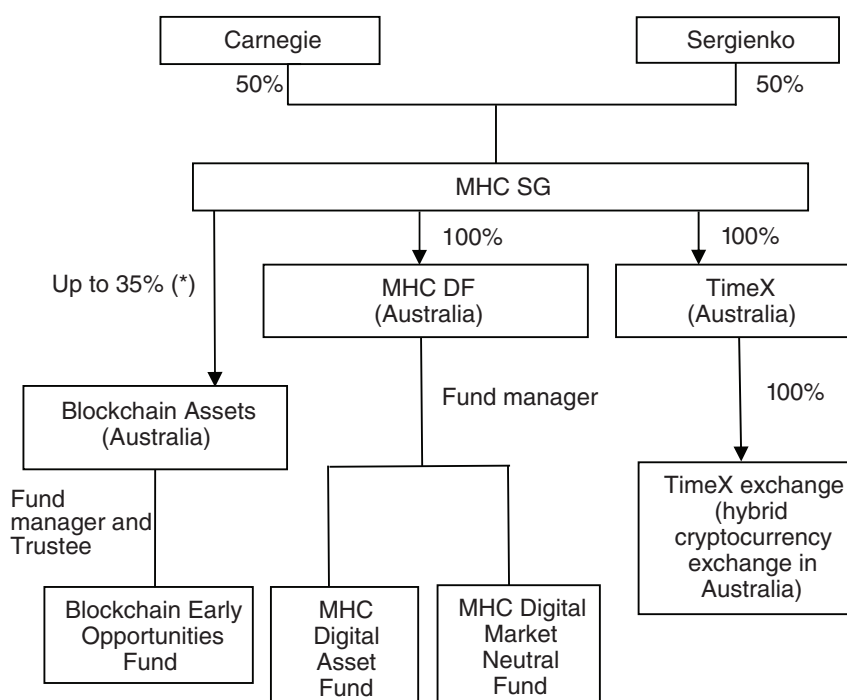
The Target Group is a leading Australian digital asset platform, combining traditional financial funds management expertise and investing expertise with world-leading digital asset specialists.

Upon completion of the Restructuring:

- (1) The Sellers (and/or their respective Affiliates) will hold shares in MHC SG comprising the entire share capital in MHC SG.

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- (2) The shareholding structure of MHC SG and the Assets (together with MHC SG, collectively, the “**Target Group**”, and each, a “**Target Group Company**”, provided that Blockchain Assets shall be excluded as a Target Group Company until the Company acquires the Blockchain Assets Stake pursuant to (i) the Restructuring together with and subject to the satisfaction of certain conditions under the legally binding agreement referred to in Section 2.1(d)(ii)(B) or (ii) Section 2.1(e)) will be as set out below:



(*) To be acquired by Carnegie, subject to satisfaction of certain conditions, pursuant to a legally binding agreement with Blockchain Assets.

For the avoidance of doubt, any shareholding held by Carnegie or Sergienko may be held through their respective Affiliates.

- (3) The details of the businesses to be carried on by the Target Group (collectively, the “**Business**”) are as follows:

Business	Description
Fund Management	(a) MHC Digital Asset Fund and MHC Digital Market Neutral Fund (i) MHC Digital Asset Fund: (A) The investment objective of the fund is to deliver exceptional returns for investors through an actively managed portfolio of digital assets. (B) The fund has been established to provide a unique exposure to both the larger and more liquid digital assets with a market cap of at least US\$1 billion (such as Bitcoin and Ethereum) as well as early-stage smaller opportunities that aim to provide significant outperformance opportunities.

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Business	Description
	(ii) MHC Digital Market Neutral Fund: (A) The investment objective of the fund is to deliver alpha returns for investors independent of cryptocurrency market conditions by identifying and exploiting inefficiencies within the relatively young and developing markets in the digital asset space, thereby reducing risk associated with investment in volatile cryptocurrencies. (B) The fund seeks to generate returns through yield farming (liquidity provision and lending), arbitrage strategies, options strategies and basis trading. (iii) The funds' multidisciplinary team combines their experiences across many facets of the digital asset ecosystem, from being early adopters themselves, to digital currency mining and trading, and as strategic advisors of initial exchange offerings ("IEO") and formative IEO concepts. Key personnel include Carnegie and Sergienko: (A) Carnegie has over 30 years of experience as an entrepreneur, investor and corporate advisor in New York, London and Sydney. Carnegie co-founded the leading Australian boutique corporate advisory and private equity firm Carnegie Wylie in 2000, which was acquired by the leading Wall Street bank, Lazard Inc in 2007 and Carnegie was appointed the CEO of Lazard Australia Private Equity following the sale. In 2011, Carnegie founded MH Carnegie & Co, an alternative asset manager currently managing committed funds in excess of A\$1 billion. Carnegie is also co-founder of MHC DF, an Australian digital currency and emerging technology asset manager. (B) Sergienko is a leading expert and successful private investor in cryptocurrency, decentralised finance instruments and blockchain systems and applications. He is the founder and CEO of Chrono.Tech, a global blockchain start-up headquartered in Sydney which streamlines global access to work and payments for HR professionals, businesses and contractors by way of blockchain technology. The platform is currently considered one of the leaders in the blockchain employment and human resources space, having over 10,000 active members around the world. Sergienko is also co-founder of MHC DF, an Australian digital currency and emerging technology asset manager. (b) Blockchain Early Opportunities Fund: (i) The fund invests exclusively in cryptoassets that are being developed in the blockchain and distributed ledger ecosystem.

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Business	Description
	(ii) The objective of the fund is to accumulate wealth for unitholders and to achieve over the long term a return greater than ten percent. The fund will invest only in assets which are directly or indirectly involved with blockchain technology. (iii) The founder and CEO of the Blockchain Early opportunities Fund is Ian Love. Carnegie is a strategic advisor: (A) Ian Love holds qualifications in commerce and law and has an international business career of more than 30 years. Prior to establishing the fund, Ian Love founded and was CEO of a tech start-up FairPay. (B) Please refer to paragraph (a)(iii)(A) above for information on Carnegie. (c) MHC SG intends to expand the existing fund management offering to incorporate additional strategies and a growing asset base.
Trading	(a) MHC DF (i) Provision of end-to-end custody solutions for a wide range of digital assets and tailored to individual needs. Assets are segregated, insured and secured by multi-signature security and control is maintained at every point of trading execution to allow for seamless, cost-effective and secure asset movements. (ii) Provision of Australian-based OTC services for digital assets with tailored trade execution and same day settlement. (b) TimeX (i) TimeX is a hybrid cryptocurrency exchange based on Ethereum Plasma technology that brings together both centralised and decentralised technologies and enables fast, safe and transparent trading on a peer-to-peer basis. TimeX settles trades on the blockchain for ultimate security but matches orders centrally to allow real-time execution, while avoiding the problems of order collisions and front running inherent in early decentralised exchanges. (ii) TimeX is regulated by AUSTRAC, Australia's financial intelligence agency. (c) MHC SG intends to incorporate new trading strategies (including staking) in the development of traditional OTC execution and market making services.

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Business	Description
Corporate Finance	MHC SG intends to combine the MHC Digital Group's exposure to the metaverse through its affiliate, Crypto Gaming United, along with substantial contacts and network expertise, and build out a suite of corporate finance functions focused on leveraging an expanded balance sheet to provide a gateway to institutional investors to deploy capital into traditional financial products with exposure to the digital asset ecosystem.

- (4) The Target Group intends to build out the business related to trading and corporate finance as follows:

Business	Description
Trading	The company intends to build out a full-service cryptocurrency sales and trading business encompassing a suite of market facing and execution services for retail and institutional clients. (a) Peer-to-Peer Retail Cryptocurrency Execution Providing access to cryptocurrency exposure for retail clients across the world by directly engaging customers requiring cryptocurrency execution services. (b) Institutional Over-the-Counter ("OTC") Market Making and Execution (i) Cryptocurrency trading (ii) Options structuring and trading (iii) Other derivative products (c) Prime Brokerage (i) Custody solutions for institutional clients (both corporates and hedge funds) looking for a full-service prime brokerage function (ii) Execution across spot and derivative products (iii) Outsourced risk management and reporting (d) Research Providing research materials detailing latest cryptocurrency market news and trends. (e) Proprietary Trading Investing company balance sheet to monetise trader views and leverage research and broader product offering of the Markets and Trading business. (f) Potential Issuance and Sale of Tokens Potential issuance and sale of tokens (which may be quoted on digital private exchanges) to investors.

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Business	Description
Corporate Finance	The Company intends to build a suite of corporate finance functions focused on leveraging substantial contacts and network expertise with an expanded balance sheet to bring traditional investment banking advisory, underwriting and investing activities to the digital asset ecosystem. (a) Strategic Advisory and M&A (i) Building relationships with key participants in the digital asset ecosystem to help create value through strategic advice. (ii) Providing capital raising strategy, structure and rationale to assist with growth. (iii) Providing traditional mergers and acquisitions advice to clients. (iv) Providing developer technical expertise to assist in development of protocols and further value creation. (v) Advising on appropriate risk management and compliance structures to position digital business for institutional investment. (b) Equity Capital Markets (i) Traditional equity capital markets advisory, underwriting and structuring business. (ii) Advising on fundraising strategy, sourcing appropriate capital for growth. (iii) Underwriting token issuance programs and advising on listing strategy. (iv) Exploring opportunities to bridge traditional public equity markets with digital token-based funding structures. (c) Debt Capital Markets (i) Advisory business providing debt arranging, strategy, structuring and underwriting services to digital asset businesses and investors. (ii) Development of alternative funding structures to build institutional-grade debt products for digital asset companies, including securitisations and other structured credit products. (iii) Advice in development of credit and risk framework to ensure appropriate controls in place to facilitate institutional capital investment. (d) Lending and Direct Investment (i) Exploring opportunities to deploy the Target Group's balance sheet to invest in appealing opportunities to create alignment with clients and value for shareholders. (ii) Activities to include lending into liquidity pools, as well as development of a dedicated loan provision protocol.

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- (e) In the event that:
- (a) the Blockchain Assets Stake is not transferred to MHC SG pursuant to the Restructuring; and
 - (b) any Seller (and/or its Affiliates) acquires the Blockchain Assets Stake after completion of the Restructuring (which Restructuring, for the avoidance of doubt, means the acquisition by MHC SG of Assets save for the Blockchain Assets Stake) (whether prior to Completion or otherwise),

such Seller shall transfer (and/or procure that its Affiliates shall transfer) the Blockchain Assets Stake to MHC SG, at the Seller's cost and within 3 months from the date on which such Seller (and/or its Affiliates) acquired the Blockchain Assets Stake (or such other period as may be agreed between the Company and the Sellers).

For the avoidance of doubt, no consideration shall be payable by the Company in connection with such transfer of the Blockchain Assets Stake.

2.2 Sale Shares

Subject to the terms and conditions of the Acquisition Agreement, the Sellers shall sell (and/or procure their respective Affiliates to sell), and the Company shall acquire the Sale Shares, upon completion of the Proposed Transaction under the Acquisition Agreement (the "**Completion**"). The Sale Shares shall be sold free from all Encumbrances and together with all rights and advantages attaching to them as at and including the date of Completion.

Upon Completion, the Company will hold 51% of the total issued and paid-up share capital of MHC SG, and the remaining 49% will be held by the Sellers (and/or their respective Affiliates) in equal proportion.

Under the Acquisition Agreement, the Sellers will represent and warrant to the Company that as at Completion, the net tangible assets of the Target Group will be no less than S\$1 million, calculated based on the Target Group's net tangible assets reflected in the statements of financial position as at Completion prepared in accordance with the International Financial Reporting Standards and/or Singapore Financial Reporting Standards (the "**NTA Target**").

There is no meaningful historical net asset value or net profit attributable to the Sale Shares as MHC SG is a new company incorporated on 14 April 2022. The historical net asset value for the financial period ended 31 March 2022 and the net loss before tax for the 9-month period from 1 July 2021 to 31 March 2022 (for the current financial year ended 30 June 2022) of MHC DF referred to in Para 2.1(d)(i) above are approximately A\$284,000 and A\$54,000 respectively.

The scope of the Assets to be transferred to MHC SG pursuant to the Restructuring is not finalised:

- (a) The Blockchain Assets Stake may not be acquired by Carnegie if the conditions under the legally binding agreement with Blockchain Assets are not satisfied.
- (b) In relation to TimeX:
 - (i) The Company and the Sellers acknowledge that the Sellers are currently considering a number of options in relation to TimeX which may include a capital investment in TimeX resulting in a material increase in the valuation of TimeX.
 - (ii) In the event that this occurs prior to Completion, the Company and the Sellers agree that they will in good faith discuss arrangements to take into account such increased valuation of TimeX in the acquisition consideration to be paid by the Company, or reduction in the number of shares of TimeX to be transferred pursuant to the Restructuring, or such other mechanism as may be agreed between the Company and the Sellers, to ensure that the Sellers are not materially economically disadvantaged in any way.

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As such, the number of shares of TimeX to be transferred to MHC SG pursuant to the Restructuring may not be finalised.

- (iii) In this regard, the Company shall make further announcements in the event of any significant developments.
- (c) However, even if the Blockchain Assets Stake is not transferred to MHC SG pursuant to the Restructuring, and/or there is a change in the number of shares of TimeX to be transferred to MHC SG pursuant to the Restructuring, there will be no change to:
 - (i) the Consideration;
 - (ii) the Net Profit Target;
 - (iii) the NTA Target; and
 - (iv) the financial effects of the completion of the Proposed Transaction set out in Section 4 of this Circular (which have been calculated based on the NTA Target).

2.3 Consideration

The aggregate consideration for the Sale Shares (the “**Consideration**”) of approximately S\$47.2 million (calculated based on an issue price of S\$0.50 per share in respect of the 42 million Consideration Shares, and S\$0.50 per share less the exercise price of S\$0.0001 in respect of the 52.5 million Consideration Warrants) shall, subject to the adjustments set out in the Acquisition Agreement, the Deed Poll and the New Deed Poll, be satisfied by the allotment and issue by the Company to the Sellers (and/or, if notified by the Sellers, their respective Affiliates) on Completion, of:

- (a) the Consideration Shares (being 42 million new ordinary shares in the Company) representing 27.13% of the total issued share capital of the Company immediately after Completion (based on a total number of shares of the Company of 154,816,879 Shares (excluding treasury shares) comprising (i) the total number of shares of the Company as at 31 January 2022 (taking into account the Placement) and (ii) the Consideration Shares to be issued at Completion), at an issue price of S\$0.50 per Consideration Share, comprising 21 million Consideration Shares to be issued to Carnegie (and/or, if notified by him, his Affiliates) and 21 million Consideration Shares to be issued to Sergienko (and/or, if notified by him, his Affiliates); and
- (b) the Consideration Warrants (being 52.5 million warrants each carrying the right to subscribe for 1 new ordinary share in the Company), comprising 26.25 million Consideration Warrants to be issued to Carnegie (and/or, if notified by him, his Affiliates) and 26.25 million Consideration Warrants to be issued to Sergienko (and/or, if notified by him, his Affiliates), on the terms and subject to the conditions set out in a warrant deed poll to be executed by the Company in favour of the Sellers (and/or if notified by the Sellers, their respective Affiliates), in a form to be agreed between the parties (acting reasonably) (the “**Deed Poll**”).

None of the Sellers (and/or their Affiliates) is a person to whom the Company is prohibited from issuing shares and/or warrants, as provided by Rule 812 of the Listing Manual.

In relation to the Consideration Shares:

- (i) The issue price of S\$0.50 per Consideration Share is determined taking into account the net tangible asset (“**NTA**”) value per share of S\$0.55 (based on the Group’s consolidated audited accounts as at 31 December 2020 and the Group’s 6-month interim financial results as at 30 June 2021), and represents a 16.8% and 108.3% premium respectively over the volume weighted average price per share in the last 6 months prior to 3 February 2022 and the last traded price per share on 10 December 2021 (being the last full trading day before the date of the announcement of the Original HOA on 13 December 2021).

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- (ii) The number of Consideration Shares is subject to adjustments in the event of any of the following prior to Completion, other than pursuant to (a) any employee incentive plans agreed by the Company and the Sellers in writing to be excluded from this Section 2.3(ii), (b) the issuance by the Company of an aggregate number of 10 million new Shares at the issue price of S\$0.45 per Share on 17 January 2022 (which were listed on the Mainboard of the SGX-ST on 19 January 2022) pursuant to various subscription agreements entered into on 24 December 2021 with the respective subscribers thereunder (the “**Placement**”) or (c) the Introducer Warrant Issuance, in accordance with the terms of the Acquisition Agreement:
- (A) subdivision, consolidation, bonus issue, share splits, dividends in specie and other distributions of Shares or other similar change in the capital structure of the Company;
 - (B) allotment, issuance or transfer of any treasury shares in the Company to any person or entity; and/or
 - (C) issuance and/or allotment of, and/or granting of options or other interests in, Shares (pursuant to any employee incentive plan or otherwise), unless prior written consent of the Sellers is obtained (and the Sellers agree that such consent shall not be unreasonably withheld).

The Company will make further announcements in the event of any such adjustments.

The Consideration was:

- (A) negotiated between the Company and the Sellers and arrived at on a willing seller, willing buyer basis, after taking into account:
 - (1) that completion of the Proposed Transaction is conditional upon the fulfilment of certain conditions precedent, including the Target Group achieving a rolling 12-month consolidated net profit after tax in respect of the Business of at least S\$18.5 million during the period of 24 months commencing from the date of the Acquisition Agreement, to be calculated based on the Target Group’s net profit after tax reflected in the monthly financial statements prepared in accordance with the International Financial Reporting Standards and/or Singapore Financial Reporting Standards, and independently reviewed by an auditor (the “**Net Profit Target**”); and
 - (2) the growth prospects of the Business and the digital assets industry; and
- (B) arrived at based on a price-earnings ratio of approximately 5x of the Net Profit Target.

In relation to the Consideration Shares, the issue price of S\$0.50 per Consideration Share was determined taking into account the NTA value per share of S\$0.55 (based on the Group’s consolidated audited accounts as at 31 December 2020 and the Group’s 6-month interim financial results as at 30 June 2021).

The Company believes that the above bases in arriving at the Consideration are adequate and no independent valuation of the Sale Shares is necessary, especially as the digital assets industry is rapidly evolving and one of the fastest growing industries and a current valuation will not be meaningful.

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In relation to the Consideration Warrants:

- (1) The key terms of the Consideration Warrants are set out below:

Number of Consideration Warrants	52.5 million
Exercise Ratio	Each Consideration Warrant shall carry the right to subscribe for 1 new ordinary share in the Company (each, a "Share")
Exercise Price	A nominal price of S\$0.0001 per Consideration Warrant.
Exercise Period and Conditions	The Consideration Warrants shall be allotted and issued to the Sellers (and/or their respective Affiliates) on Completion. The Consideration Warrants shall be exercisable by each Seller (and/or, if notified by the Sellers, their respective Affiliates) (either in full or in part) at any time within 5 years from the date of issue (the "Exercise Period"), provided that: (1) each Seller undertakes to the Company that he shall not, and/or shall procure that his Affiliates shall not, at any time hold (whether directly or indirectly) more than 14.5% of the total issued share capital of the Company from time to time (taking into account any Consideration Warrants or New Consideration Warrants which have been exercised) (the "14.5% Undertaking"); and (2) upon the lapsing of the remaining number of Consideration Warrants as at the expiry of the Exercise Period (collectively, the "Balance Consideration Warrants"), such number of new warrants (equivalent to the number of the Balance Consideration Warrants), each carrying the right to subscribe for 1 new Share (collectively, the "New Consideration Warrants"), will be issued to the Sellers (and/or, if notified by the Sellers, their respective Affiliates), based on the number of Balance Consideration Warrants of each Seller respectively, and on the same terms as the terms of the Consideration Warrants as at the expiry of the Exercise Period, save that the New Consideration Warrants shall be exercisable by each Seller (either in full or in part) at any time within 2 years from the date of issue, pursuant to a new warrant deed poll to be executed by the Company in favour of the Sellers (and/or, if notified by the Sellers, their respective Affiliates) on the day of the expiry of the Exercise Period which shall be in substantially the same form as the Deed Poll (the "New Deed Poll").

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	For the avoidance of doubt: (a) The 14.5% threshold applies in respect of the interests of each Seller and his Affiliates in aggregate: (i) Under the Acquisition Agreement, each Seller provides the 14.5% Undertaking to the Company. (ii) As the Company will need to be notified of any exercise of the Consideration Warrants or New Consideration Warrants, the Company will be able to track and monitor any such exercise to ensure that the 14.5% Undertaking is complied with. Any changes in shareholdings will be recorded in the register of members and will be monitored by the Company. (iii) As the Sellers will be substantial shareholders of the Company, any changes in their respective shareholdings will also need to be notified to the Company pursuant to the Companies Act and the SFA. (b) If there are Balance Consideration Warrants which have not been exercised at the expiry of the Exercise Period, even if the holders of such Balance Consideration Warrants are not the Sellers or their respective Affiliates, New Consideration Warrants will still be issued to such holders. The Company shall, not later than 1 month before the expiry date of the Consideration Warrants (such expiry date being the expiry of the Exercise Period), give notice to the holders of the Consideration Warrants in accordance with the terms of the Deed Poll, of the expiry date and make an announcement of the same to the SGX-ST. The Company shall also, not later than 1 month before the expiry date, take reasonable steps to notify the holders of the Consideration Warrants in writing of the expiry date and such notice shall be delivered by registered post, courier or electronic mail to the addresses of the holders of the Consideration Warrants as recorded in the register of warrant holders to be maintained by the Company (the “Warrant Register”).
Status	The new Shares to be allotted and issued upon exercise of the Consideration Warrants shall be fully paid, free of any Encumbrances and shall rank for any dividends, rights, allotments or other distributions, the Record Date for which is on or after the date of allotment and issue of the Shares arising from the exercise of the relevant Consideration Warrants, and (subject as aforesaid) shall rank <i>pari passu</i> in all respects with the then existing Shares. The certificates for the Consideration Warrants shall be issued in registered form and the Consideration Warrants shall not be listed or traded on the SGX-ST.

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Transferability	The Consideration Warrants shall be transferable in accordance with the terms of the Deed Poll.
Adjustments	As the exercise price is nominal, the terms of the issue will not provide for adjustments to the exercise price. The number of new warrants (each carrying the right to subscribe for 1 new ordinary share in the Company) is subject to adjustments in the event of any of the following prior to Completion, other than pursuant to (a) any employee incentive plans agreed by the Company and the Sellers in writing to be excluded from this paragraph, (b) the Placement or (c) the Introducer Warrant Issuance, in accordance with the terms of the Acquisition Agreement: (1) subdivision, consolidation, bonus issue, share splits, dividends in specie and other distributions of Shares or other similar change in the capital structure of the Company; (2) allotment, issuance or transfer of any treasury shares in the Company to any person or entity; and/or (3) issuance and/or allotment of, and/or granting of options or other interests in, Shares (pursuant to any employee incentive plan or otherwise), unless prior written consent of the Sellers is obtained (and the Sellers agree that such consent shall not be unreasonably withheld). Additionally, the number of Consideration Warrants is subject to adjustments in the event of any of the following in accordance with the terms of the Deed Poll: (1) any consolidation or subdivision of the Shares; (2) an issue by the Company of Shares to its members (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); or (3) an offer or invitation made by the Company to its members whereunder they may acquire or subscribe for Shares by way of a rights issue. Please refer to Appendix B for further details on the adjustments under the terms of the Deed Poll. The Company will make further announcements in the event of any such adjustments.
Liquidation	If a resolution is passed for a members' voluntary winding-up of the Company then: (1) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holders of Consideration Warrants shall be a party, the terms of such scheme of arrangement shall be binding on all the holders of Consideration Warrants; and

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	(2) in any other case, every holder of Consideration Warrants shall be entitled, upon and subject to the conditions of the Consideration Warrants in the Deed Poll, at any time within 6 weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his warrant certificate(s) to the Company with the exercise notice(s) duly completed, together with payment of the relevant exercise price, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Consideration Warrants to the extent specified in the exercise notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the holders of Consideration Warrants of the passing of any such resolution within 7 Market Days after the passing thereof. Subject to the foregoing, if the Company is wound-up for any reason other than a members' voluntary winding-up, all Consideration Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Consideration Warrants shall cease to be valid for any purpose. Where the Company enters into or intends to enter into a merger, amalgamation, scheme of reconstruction or other analogous event, so long as any of the Consideration Warrants remains outstanding, the Company will use its best endeavours to ensure that the entity ("Entity") into which the Company is reorganised, reconstituted or merged will agree (i) to grant an option to the holders of the Consideration Warrants to exchange their holding of the Consideration Warrants for equivalent holdings of comparable securities of the Entity, or any subsidiary of the Entity on such terms as may be acceptable to the Entity, and (ii) to a fair basis for effecting such exchange.
Alteration to Terms	Any alteration to the terms and/or conditions of the Consideration Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Consideration Warrants as set out in the Deed Poll. Notwithstanding any other provisions as set out in the Deed Poll, any material amendment to the terms and/or conditions of the Consideration Warrants after the issue thereof to the advantage of the holders of the Consideration Warrants must be approved by the shareholders of the Company in general meeting, except where the amendments are made pursuant to the terms and conditions of the Consideration Warrants.

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(2) The key terms of the New Consideration Warrants are set out below:

Number of New Consideration Warrants	The number of New Consideration Warrants will be determined based on the number of Balance Consideration Warrants upon the expiry of the Exercise Period. The maximum number of New Consideration Warrants will be 52.5 million (assuming that there are no adjustments pursuant to the Acquisition Agreement, Deed Poll or New Deed Poll).
Exercise Ratio	Each New Consideration Warrant shall carry the right to subscribe for 1 new Share.
Exercise Price	A nominal price of S\$0.0001 per New Consideration Warrant.
Exercise Period and Conditions	The New Consideration Warrants shall be allotted and issued to the Sellers (and/or their respective Affiliates) at the end of the Exercise Period on the same terms as the terms of the Consideration Warrants as at the expiry of the Exercise Period, save that the New Consideration Warrants shall be exercisable by each Seller (either in full or in part) at any time within 2 years from the date of issue, pursuant to the New Deed Poll which shall be in substantially the same form as the Deed Poll. The New Consideration Warrants shall be exercisable by each Seller (and/or, if notified by the Sellers, their respective Affiliates) (either in full or in part) at any time within 2 years from the date of issue, provided that each Seller undertakes to the Company that he shall not, and/or procure that his Affiliates shall not, at any time hold (whether directly or indirectly) more than 14.5% of the total issued share capital of the Company from time to time (taking into account any Consideration Warrants or New Consideration Warrants which have been exercised). For the avoidance of doubt, the 14.5% threshold applies in respect of the interests of each Seller and his Affiliates in aggregate. The Company shall, not later than 1 month before the expiry date of the New Consideration Warrants (such expiry date being the expiry of 2 years from the date of issue of the New Consideration Warrants), give notice to the holders of the New Consideration Warrants in accordance with the terms of the New Deed Poll, of the expiry date and make an announcement of the same to the SGX-ST. The Company shall also, not later than 1 month before the expiry date, take reasonable steps to notify the holders of the New Consideration Warrants in writing of the expiry date and such notice shall be delivered by registered post, courier or electronic mail to the addresses of the holders of the New Consideration Warrants as recorded in the Warrant Register.

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Status	The new Shares to be allotted and issued upon exercise of the New Consideration Warrants shall be fully paid, free of any Encumbrances and shall rank for any dividends, rights, allotments or other distributions, the Record Date for which is on or after the date of allotment and issue of the Shares arising from the exercise of the relevant New Consideration Warrants, and (subject as aforesaid) shall rank <i>pari passu</i> in all respects with the then existing Shares. The certificates for the New Consideration Warrants shall be issued in registered form and the New Consideration Warrants shall not be listed or traded on the SGX-ST.
Transferability	The New Consideration Warrants shall be transferable in accordance with the terms of the New Deed Poll.
Adjustments	As the exercise price is nominal, the terms of the issue will not provide for adjustments to the exercise price. The number of New Consideration Warrants is subject to adjustments in the event of any of the following in accordance with the terms of the New Deed Poll: (1) any consolidation or subdivision of the Shares; (2) an issue by the Company of Shares to its members (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); or (3) an offer or invitation made by the Company to its members whereunder they may acquire or subscribe for Shares by way of a rights issue. Please refer to Appendix C for further details on the adjustments under the terms of the New Deed Poll. The Company will make further announcements in the event of any such adjustments.
Liquidation	If a resolution is passed for a members' voluntary winding-up of the Company then: (1) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holders of New Consideration Warrants shall be a party, the terms of such scheme of arrangement shall be binding on all the holders of New Consideration Warrants; and

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	(2) in any other case, every holder of New Consideration Warrants shall be entitled, upon and subject to the conditions of the New Consideration Warrants in the New Deed Poll, at any time within 6 weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his warrant certificate(s) to the Company with the exercise notice(s) duly completed, together with payment of the relevant exercise price, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the New Consideration Warrants to the extent specified in the exercise notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the holders of New Consideration Warrants of the passing of any such resolution within 7 Market Days after the passing thereof. Subject to the foregoing, if the Company is wound-up for any reason other than a members' voluntary winding-up, all New Consideration Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the New Consideration Warrants shall cease to be valid for any purpose. Where the Company enters into or intends to enter into a merger, amalgamation, scheme of reconstruction or other analogous event, so long as any of the Warrants remains outstanding, the Company will use its best endeavours to ensure that the Entity into which the Company is reorganised, reconstituted or merged will agree (i) to grant an option to the holders of New Consideration Warrants to exchange their holding of the New Consideration Warrants for equivalent holdings of comparable securities of the Entity, or any subsidiary of the Entity on such terms as may be acceptable to the Entity, and (ii) to a fair basis for effecting such exchange.
Alteration to Terms	Any alteration to the terms and/or conditions of the New Consideration Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the New Consideration Warrants as set out in the New Deed Poll. Notwithstanding any other provisions as set out in the New Deed Poll, any material amendment to the terms and/or conditions of the New Consideration Warrants after the issue thereof to the advantage of the holders of New Consideration Warrants must be approved by the shareholders of the Company in general meeting, except where the amendments are made pursuant to the terms and conditions of the New Consideration Warrants.

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(3) As:

- (a) each Seller (and his Affiliates) are subject to the 14.5% Undertaking; and
- (b) under section 77(1) of the Companies Act, an option granted after 29 December 1967 by a public company which enables any person to take up unissued shares of the company after a period of 5 years has elapsed from the date on which the option was granted is void,

the Consideration Warrants and New Consideration Warrants were structured to facilitate the exercise by the Sellers (or their respective Affiliates) of the warrants issued to them as part of the Consideration, at any time within 7 years from the date of issue.

Under the Acquisition Agreement, each of the Sellers have represented and warranted to the Company that he (and/or his Affiliates (as the case may be)) will be issued the Consideration Shares, Consideration Warrants and New Consideration Warrants as a principal and not as a trustee for or a nominee of a third party (other than the relevant Seller).

Each of the Sellers irrevocably undertakes to the Company that he and his respective Affiliates shall not request a board seat at the Board if he (or he together with his respective Affiliates (as the case may be)) holds (whether directly or indirectly) Shares and/or securities convertible into 15% or more of the total issued share capital of the Company (including but not limited to Consideration Warrants or New Consideration Warrants) from time to time.

No proceeds will be raised from the issue of the Consideration Shares, Consideration Warrants or New Consideration Warrants, as these will be issued to the Sellers in consideration for the Sale Shares.

Based on the maximum number of Consideration Warrants and New Consideration Warrants which may be exercised, being 52.5 million (assuming that no adjustments are required pursuant to the Acquisition Agreement, Deed Poll and New Deed Poll), the maximum number of Shares to be issued pursuant to the exercise of the Consideration Warrants and New Consideration Warrants is 52.5 million. Based on the nominal exercise price of S\$0.0001 per Consideration Warrant (or New Consideration Warrant), the maximum estimated amount of net proceeds that may be raised from the exercise of the Consideration Warrants and New Consideration Warrants will be a nominal amount of S\$5,250.

The nominal exercise price of S\$0.0001 for each Consideration Warrant and New Consideration Warrant was commercially agreed between the Company and the Sellers following arms' length negotiations, as the Consideration Warrants and New Consideration Warrants are to be issued to the Sellers as part of the Consideration to be paid to the Sellers for the Sale Shares.

2.4 Conditions Precedent

Completion of the Proposed Transaction is conditional upon the fulfilment of certain conditions precedent (collectively, the “**Conditions Precedent**” and each, a “**Condition Precedent**”), including but not limited to the following:

- (a) completion of the Restructuring to the reasonable satisfaction of the Company and the Sellers, within 5 months from the date of the Acquisition Agreement (or such other period as may be agreed between the Company and the Sellers), on such terms and in such manner to be agreed between the Company and the Sellers;
- (b) completion of the legal, financial, tax, commercial, operational, and other due diligence by the Company on the Target Group, the Sale Shares, the Assets and the Business, the results of which are satisfactory to the Company;

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- (c) (if applicable) procurement by the Sellers, within 5 months from the date of the Acquisition Agreement (or such other period as may be agreed between the Company and the Sellers), of either:
 - (i) notice in writing issued by or on behalf of the Treasurer of the Commonwealth of Australia stating that the Commonwealth Government does not object to the proposed acquisition of the Sale Shares by the Company either unconditionally or on terms acceptable to the Company and the Sellers; or
 - (ii) after notice of the proposed acquisition of the Sale Shares has been given by the Company under the Foreign Acquisitions and Takeovers Act 1975 (Cth) of Australia, the Treasurer of the Commonwealth of Australia becoming precluded from making an order in respect of the acquisition of the proposed acquisition of the Sale Shares under the Acquisition Agreement,(the “**FIRB Approval**”), and such FIRB Approval remaining in full force and effect;
- (d) the Target Group achieving the Net Profit Target;
- (e) procurement by the Sellers, within 5 months from the date of the Acquisition Agreement (or such other period as may be agreed between the Company and the Sellers), of all licences, authorisations, orders, grants, confirmations, permissions, registrations and other approvals required in connection with the Business, the Assets, the Restructuring and/or the Proposed Transaction in Australia, on terms acceptable to the Company (collectively, the “**Licences**”), and all such Licences remaining in full force and effect; and
- (f) approval of the Shareholders at an extraordinary general meeting to be convened by the Company to approve the transactions contemplated under the Acquisition Agreement, including:
 - (i) the Proposed Transaction;
 - (ii) the allotment and issuance of the Consideration Shares, the Consideration Warrants and the New Consideration Warrants;
 - (iii) the Proposed Diversification; and
 - (iv) any other corporate action(s) as may be required by law or the Listing Manual or in connection with the transactions contemplated by the Acquisition Agreement as may be necessary.

Subject to the fulfilment (or waiver) of the Conditions Precedent, the Company and the Sellers agree to proceed to Completion as soon as reasonably practicable upon the satisfaction of the Condition Precedent in Section 2.4(d).

Subject to applicable laws, the Company may at any time waive, in whole or in part, and conditionally or unconditionally (a) any or all of the Conditions Precedent and (b) if applicable, its satisfaction of the terms imposed in respect of the FIRB Approval under the Condition Precedent in Sections 2.4(c), provided that in relation to any waiver of the Conditions Precedent in Sections 2.4(d) and (f) above, the Company has obtained approval from Shareholders holding more than 50% of the total issued share capital of the Company.

Subject to applicable laws, the Sellers may at any time waive, in whole or in part, and conditionally or unconditionally, certain Conditions Precedent, including their satisfaction of the terms imposed in respect of the FIRB Approval under the Condition Precedent in Section 2.4(c). For the avoidance of doubt, such Conditions Precedent shall only be waived if they are waived by both the Company and the Sellers.

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In the event that the Conditions Precedent are not fulfilled (or otherwise waived) on or prior to the date falling 29 months commencing from the date of the Acquisition Agreement (or such other date as may be agreed between the Company and the Sellers in writing), the Acquisition Agreement shall terminate.

As at the Latest Practicable Date, none of the Conditions Precedent specified in this Section 2.4 have been fulfilled.

2.5 Others

The Acquisition Agreement contains customary provisions relating to the Proposed Transaction, including representations and warranties, pre-completion undertakings and limitations of liability.

Apart from the Introducer Warrants, there is no other introducer fee or commission paid or payable by the Company in relation to the Proposed Transaction. Please refer to Section 6 of this Circular for further details on the Introducer Warrants.

2.6 Principal Terms of the Shareholders' Agreement to be entered into in relation to MHC SG ("SHA")

(a) **Board Composition**

Unless otherwise unanimously agreed by the shareholders of MHC SG in writing, the board of directors of MHC SG (the "**MHC SG Board**") shall comprise not more than 4 directors, of whom:

- (i) the Company shall be entitled to appoint either:
 - (A) for as long as it holds at least 20% of the total issued and paid-up capital of the Company, 2 directors; or
 - (B) for so long as it holds at least 10% but less than 20% of the total issued and paid-up capital of the Company, 1 director,provided always that, for the avoidance of doubt, the Company shall at all times be entitled to appoint a maximum of 2 directors at any time (collectively, the "**Intraco Directors**" and each, an "**Intraco Director**");
- (ii) Carnegie shall be entitled to appoint 1 director for so long as he (and/or his Affiliate(s) (as the case may be)) holds at least 10% of the total issued and paid-up capital of the Company; and
- (iii) Sergienko shall be entitled to appoint 1 director for so long as he (and/or his Affiliate(s) (as the case may be)) holds at least 10% of the total issued and paid-up capital of the Company.

The Company shall be entitled to designate one of the Intraco Directors as the chairman of the MHC SG Board, who shall have a casting vote.

The above board composition shall apply to each Target Group Company (other than Blockchain Assets).

The chief executive officer and the business and/or functional unit heads of MHC SG, including the heads of finance, human resources, legal, information technology, marketing and operations, shall be appointed by the MHC SG Board.

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(b) Reserved Matters

Notwithstanding any other provision in the SHA and subject to applicable laws, or applicable rules or regulations of any governmental or statutory authority, agency or regulatory body (including the SGX-ST), the Company, the Sellers and MHC SG shall procure that no action is taken or resolution passed by any Target Group Company (save for Blockchain Assets) in respect of any of the following matters, save with the prior written approval of at least 75% of the members of the MHC SG Board:

- (i) ceasing to conduct or carry on the Business or a material change in the nature or scope of the Business;
- (ii) any variation of any rights attaching to any securities (including shares) in the capital of any Target Group Company;
- (iii) any reduction, consolidation, subdivision, redemption, repurchase or reclassification or other alteration of any Target Group Company's capital structure;
- (iv) save for the allotment and issuance of shares or the grant of options pursuant to any duly approved and established employee incentive plan(s) of any Target Group Company:
 - (A) any increase in the share capital of any Target Group Company;
 - (B) the allotment and issuance of any new class of shares in the capital of any Target Group Company; or
 - (C) any allotment and issuance or grant of any option over the unissued share capital of any Target Group Company or any allotment and issuance of any security convertible into any equity securities of any Target Group Company;
- (v) any declaration, payment or making of dividends or other distributions, whether in cash or in specie, by any Target Group Company, or any amendment to its dividend policy;
- (vi) any amendment to the constitution of any Target Group Company;
- (vii) any entry by any Target Group Company into any joint venture, partnership or similar agreement with any other party;
- (viii) any entry, changes and modification to any related party transaction by any Target Group Company, including any transaction between a Target Group Company and any of its shareholders or directors or any of their Affiliates and the management fees payable to the Company under the SHA;
- (ix) any participation of employees of the Group Companies in any employee share option or share participation schemes, including employee incentive plan to be established by the Company;
- (x) any act or omission which may materially and adversely affect any licences or other approvals required for the Business;
- (xi) any amalgamation, merger, acquisition, consolidation, spin-off or other reorganisation of any Target Group Company, save for a solvent reorganisation with no change in ultimate control; and

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- (xii) taking any steps relating to bankruptcy, liquidation, winding up or dissolution of any member of the Target Group or any compromise with any of the creditors of the Target Group in connection therewith (including the withdrawal of any such corporate action), save for a solvent liquidation,

provided always that any references to Target Group Company in Sections 2.6(b)(i) to 2.6(b)(xii) above do not include Blockchain Assets.

2.7 Source of Funds for the Proposed Transaction

The Consideration for the Proposed Transaction will be satisfied in full by the allotment and issue of the Consideration Shares and Consideration Warrants to the Sellers. No part of the Consideration is payable in cash to the Sellers.

3. THE PROPOSED TRANSACTION AS A MAJOR TRANSACTION

The relative figures computed on the bases set out in Rule 1006 of the Listing Manual in respect of the Proposed Transaction and based on the latest announced financial statements of the Company as at 30 June 2021, adjusted for the Placement (the “**30 June 2021 Accounts**”) are as follows:

Rule 1006	Bases	Relative Figures (%)
(a)	Net asset value of the assets to be disposed of, compared with the Group's net asset value.	Not applicable
(b)	Net profits attributable to the assets acquired, compared with the Group's net profits.	(3,671.2)% ⁽¹⁾
(c)	Aggregate value of the Consideration, compared with the Company's market capitalisation based on the total number of issued Shares excluding treasury shares.	98.5% ⁽²⁾
(d)	Number of Consideration Shares and Consideration Warrants issued by the Company as consideration for the Proposed Transaction, compared with the number of Shares previously in issue.	83.8% ⁽³⁾
(e)	Aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group's proved and probable reserves.	Not applicable

Notes:

- (1) Based on MHC SG's expected profit of S\$18.5 million, and the net loss of the Group of approximately S\$257,000 based on the 30 June 2021 Accounts.

As this is a negative figure and the relevant absolute relative figures under Rule 1006 of the Listing Manual do not fall within the situations contemplated in paragraphs 4.3 and 4.4 of Practice Note 10.1 of the Listing Manual, Rule 1014 of the Listing Manual will apply to the Proposed Transaction.

Although the absolute figure exceeds 100%, pursuant to Rule 1015(7) of the Listing Manual, if only the relative figure in Rule 1006(b) of the Listing Manual will exceed 100%, the Proposed Transaction will not constitute a “very substantial acquisition” within the meaning of Rule 1015 of the Listing Manual.

- (2) Based on (a) a consideration calculated based on 94.5 million Shares (comprising the 42 million Consideration Shares plus 52.5 million Consideration Warrants) multiplied by the latest net asset value per share based on the 30 June 2021 Accounts of S\$0.54 (as the net asset value per share is higher than market value), and (b) a market capitalisation calculated based on 112.8 million Shares multiplied by S\$0.46 (being the volume weighted average price on 3 February 2022).
- (3) Based on 42 million Consideration Shares plus 52.5 million Consideration Warrants.

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As the relative figures computed under Rules 1006(b), (c) and (d) of the Listing Manual exceed 20%, the Proposed Transaction constitutes a “major transaction” for the purposes of Chapter 10 of the Listing Manual and is therefore subject to Shareholders’ approval at an extraordinary general meeting.

4. FINANCIAL EFFECTS OF THE PROPOSED TRANSACTION

The financial effects of the completion of the Proposed Transaction on the Group set out below are purely for illustrative purposes only and do not reflect the actual future financial performance of the Group after Completion.

The pro forma financial effects of the completion of the Proposed Transaction below have been prepared based on the audited financial statements of the Group for the financial year ended 31 December 2021 and the NTA Target.

4.1 NTA per Share

The pro forma financial effects on the consolidated NTA per Share of the Group, are as follows, based on assumptions that:

- (a) completion of the Proposed Transaction had been effected on 31 December 2021;
- (b) the Consideration Warrants are classified as equity instruments on issuance, and no Consideration Warrants have been exercised; and
- (c) completion of the Placement has occurred on 1 January 2021:

	Before completion of the Proposed Transaction	After completion of the Proposed Transaction
NTA (S\$'000)	60,347	61,347
Number of Shares	112,816,879	154,816,879
NTA per Share (S\$)	0.53	0.40

4.2 Earnings per Share (“EPS”)

The pro forma financial effects on the consolidated EPS of the Group are as follows, based on assumptions that:

- (a) completion of the Proposed Transaction had been effected on 1 January 2021;
- (b) the Consideration Warrants are classified as equity instruments on issuance, and no Consideration Warrants have been exercised; and
- (c) completion of the Placement has occurred on 1 January 2021:

	Before completion of the Proposed Transaction	After completion of the Proposed Transaction
Loss/profit after tax (S\$'000)	(998)	8,437
Weighted average number of Shares	112,816,879	154,816,879
EPS (S\$ cents)	(0.88)	5.45

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5. THE PROPOSED TRANSACTION AND PROPOSED DIVERSIFICATION

5.1 Rationale

The Company recognises that the digital asset industry is one of the fastest growing spaces and believes that the Proposed Transaction and Proposed Diversification will allow the Group the opportunity to participate in the sector's significant growth prospects.

The Sellers have developed MHC Digital Group into a leading Australian digital asset platform, combining traditional financial funds management expertise and digital asset expertise and providing end-to-end services including fund management and trading services. The Board believes that the Proposed Transaction and Proposed Diversification will allow the Group the opportunity to participate in the sector's significant growth prospects and deliver scale and capabilities in the digital assets sector. With the conducive and regulated environment in Singapore, the Company will provide the Target Group with the appropriate platform for the expansion of its Business regionally and internationally.

The Proposed Transaction and Proposed Diversification will allow the Group to gain access to new opportunities within the digital asset sector, expand its contacts and network, diversify and create new revenue streams for the Group and reduce its reliance on its existing businesses. This will enhance its profitability and shareholders' value, in line with the Group's strategy to achieve long-term and sustainable growth.

The Consideration Shares will be issued to the Sellers at a premium of approximately 16.8% and 108.3% respectively over the Company's volume weighted average price per share in the last 6 months prior to 3 February 2022 and the last traded price per share on 10 December 2021 (being the last full trading day before the date of the announcement of the Original HOA on 13 December 2021).

In view of the above, the Board is of the view that the Proposed Transaction and Proposed Diversification are in the best interests of the Company and the Shareholders.

5.2 Proposed Diversification

In relation to the Proposed Diversification:

- (a) The proposed new business of the Group pursuant to the Proposed Diversification (the **"Proposed New Business"**) will include the Business. Please refer to Section 2.1 above for further details on the Business.
- (b) The Group will leverage on the expertise and experience of the Sellers in businesses related to digital assets:
 - (i) The board of directors of each Target Group Company (other than Blockchain Assets) will include one director appointed by Carnegie and one director appointed by Sergienko.
 - (ii) Please refer to Section 2.1 above for further details on the Sellers.
- (c) Having explained the Board's rationale for the Proposed Diversification, the Board acknowledges that in undertaking the Proposed Diversification, the Group could be affected by different risk factors related to the Proposed New Business, including those which are specific to the digital assets industry and those which may generally arise from economic, business, market and political factors.

To the best of the Directors' knowledge and belief, all risk factors which are material to Shareholders in making an informed decision on the Proposed Diversification have been set out below. If any of the factors and/or uncertainties described below develops into actual events affecting the Proposed Diversification, this may have a material and adverse impact on the overall results of operations financial condition and prospects of the Group.

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The risks described below are not intended to be comprehensive or exhaustive and new risk factors may develop from time to time and it is not possible for the Group to predict all risk factors, nor can the Company assess the impact of all factors on the business of the Group. There may also be other risks associated with entry into the Proposed Diversification which are not presently known to the Company, or that the Company may currently deem immaterial but may subsequently turn out to be, and as such have not been included in the list of risk factors discussed below.

(i) *The Group does not have any prior track record or operating experience in the Proposed New Business*

The Group, the Company and its management does not have a prior track record in carrying out the Proposed New Business. As such, the Group may face uncertainties and risks in venturing into the Proposed New Business and there is no assurance that the Proposed New Business will be commercially successful or profitable.

While the Group intends to undertake the Proposed New Business jointly with the Sellers, who are experienced in the digital assets industry, there is no certainty that the Proposed New Business will succeed as the business of the Target Group has largely been focused in Australia and there are risks in expanding the business to Singapore and regionally.

Additionally, if the Group is not able to identify sufficient business opportunities, the Proposed New Business may not be able to establish itself in the digital assets industry in the relevant jurisdictions where the Proposed New Business is intended to be carried on. This, in combination with increased business and operating expenses that may be incurred as a result of the expansion may lead to the Proposed New Business failing to be profitable and financial losses to the Group as a whole before the Group can realise any benefits from its investments in the Proposed New Business.

(ii) *The Group will be subject to various government regulations in the Proposed New Business*

The Proposed Diversification will expose the Company to new risks posed by current and future legislation that apply to the jurisdictions in which the Proposed New Business is intended to be carried on and any such changes may negatively affect the financial performance of the Group.

There may be licences, authorisations, orders, grants, confirmations, permissions, registrations and other approvals that are required under the laws of the jurisdictions in which the Proposed New Business is intended to be carried on, failing which the Group may be subject to penalties or may have its existing licences and approvals revoked.

The Business of the Group is highly dependent on the Group being able to successfully obtain and maintain all licences and approvals from the relevant authorities required for the Business:

- (A) MHC DF is a corporate authorised representative of MH Carnegie & Co, which holds an Australian financial services licence.
- (B) TimeX is registered as a digital currency exchange provider in Australia with the Australian Transaction Reports and Analysis Centre (AUSTRAC).
- (C) The Company understands that appropriate procedures have been put in place to monitor and ensure compliance with the relevant regulatory and requirements. The Chief Operating Officer of MHC DF (who is a qualified lawyer in Australia) and the Chief Operating Officer of TimeX (who is also the head of compliance) are currently responsible for such monitoring and compliance in Australia.

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(D) Additionally, under the Acquisition Agreement:

- (1) Two of the Conditions Precedent (referred to in Sections 2.4(b) and (e) above) are:
 - (a) the completion of the legal, financial, tax, commercial, operational, and other due diligence by the Company on the Target Group, the Sale Shares, the Assets and the Business, the results of which are satisfactory to the Company; and
 - (b) the procurement by the Sellers, within 5 months from the date of the Acquisition Agreement (or such other period as may be agreed between the Company and the Sellers), of all Licences, and all such Licences remaining in full force and effect.
- (2) The Sellers give representations and warranties that:
 - (a) Upon completion of the Restructuring, the Target Group will comprise all property, rights and assets (including but not limited to Licences) necessary for the carrying on of the Business.
 - (b) All Licences necessary for the carrying on of the business of each Target Group Company as now carried on, or as previously carried on, have been obtained or will be obtained by Completion.
 - (c) The Licences will, at Completion, comprise all the licences, authorisations, orders, grants, confirmations, permissions, registrations and other approvals required in connection with the carrying on of the business of each Target Group Company in the manner in, and to the extent to, which it is presently conducted.

(E) However, the Conditions Precedent and representations and warranties under the Acquisition Agreement only cover licences and approvals in Australia, and do not include licences and approvals in other jurisdictions (including Singapore) and in the event that approvals are not properly obtained, renewed or maintained, this may result in (i) the Group not being able to expand the Proposed New Business beyond Australia; and (ii) the risk that the Group will not be able to operate the Business continuously, which may have a material adverse effect on the Group.

In addition, as the digital assets industry is in the early stages of development, the rules and regulations that apply to the industry are not settled and new guidelines continue to be developed by the authorities. It is therefore difficult to predict the way that any future regulations may affect the Proposed New Business. The Group will put in place the necessary processes and procedures to monitor and ensure compliance with all applicable laws and regulations in force in any jurisdiction in conducting the Proposed New Business, and will obtain any consent, approval or permission required by it for the Proposed New Business under the laws and regulations in force in any jurisdiction to which it is subject. However, if the regulatory landscape becomes unconducive for digital assets and cryptocurrencies, the Proposed New Business may face constraints, which may range from increased compliance obligations and resulting costs, to the Group being prevented from carrying on the Proposed New Business.

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- (iii) *The digital assets industry is very competitive and the Group may not be able to keep pace with the changes in the industry*

The digital assets industry has rapidly evolved in the past few years. Many established financial institutions and multi-national corporations are pivoting their businesses to include some form of digital assets and are investing heavily in developing their digital asset capabilities. As such, the Group may face stiff competition from existing competitors as well as new market entrants to provide products and services which are novel. The Group will be exposed to the risks associated with a different competitive landscape from that of its existing core businesses and there is a risk that the Group may not be able to keep pace with the rapid changes or technological advancements in the industry.

If the Group is unable to develop novel and innovative products and services to keep up with the changing landscape in the digital assets industry, the Group may not be able to remain competitive or to find investors for its platforms.

- (iv) *The Proposed New Business may be more adversely affected by data breaches and system disruptions*

As aspects of the Proposed New Business rely heavily on technology as a platform, the performance of the Proposed Business depends heavily on the Group's ability to maintain the integrity, and uninterrupted and efficient operation, of its systems and infrastructure (e.g. TimeX, which is a cryptocurrency exchange registered as a digital exchange provider in Australia) the success of its business continuity planning and the successful development and implementation of new systems.

As is common with information technology systems, losses can result from inadequate or failed internal control processes and protection systems, human error, fraud or external events that interrupt normal business operations. This may result in a loss of data, a failure to provide quality service to customers and could in limited instances cause incorrect trades to be executed (e.g. on the Timex exchange). The Group's information technology, databases and other systems may be subject to damage or interruption from earthquakes, volcanic eruptions, floods, fires, power loss, telecommunication failures and similar events as well as to damage from the introduction to its systems of incorrect programming language by its employees and contractors. These systems may also be subject to physical or electronic break-ins, sabotage, vandalism and similar misconduct. The same is true of third-party service providers and software providers on which the Group may depend.

There is additional risk that the Proposed New Business will be adversely affected by data breaches, cyber-attacks, viruses or similar disruptions. Such data breaches have been increasingly common with cryptocurrency and digital assets platforms in recent years as hackers and malicious groups or organisations have devised various new methods to hack into such digital platforms to interfere with the sale of tokens or to steal tokens, such as malware attacks, distributed denial of service attacks, consensus-based attacks, Sybil attacks, phishing and smurfing. This has sometimes resulted in unauthorized transfers from users' wallets of millions of dollars' worth cryptocurrencies and may also result in the unauthorized disclosure of data.

If the Proposed New Business is affected by similar incidents, this could have a serious financial impact on the business as this could impair the ability of the Group to provide services. In addition, technology failure or underperformance could also result in a higher number of customer and employee disputes and may increase the Group's litigation and regulatory exposure or require it to incur higher administrative costs (including remediation costs). If such claims are successful, the Group may be liable to reimburse users of the platforms for such losses. Further, an irrecoverable loss of any customer database would be expensive and time-consuming to endeavour to retrieve. Such incidents may also result in reputational damage to the Group, and may result in users being less willing to use the platforms.

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In addition, apart from the reputational and financial losses that may be suffered by the Group in the event of a data breach, there is also a risk that the Group may face penalties or criminal sanctions by the regulatory authorities for, *inter alia*, failing to report the data breach in a timely manner or for failing to maintain adequate security systems to prevent such data breaches.

- (v) *Any business disruptions resulting from acts of God, acts of war, epidemics and other factors outside of the Company's control could affect the Proposed New Business and might result in substantial costs*

The Proposed New Business is subject to general, social and political conditions. The Proposed New Business would be adversely affected by any unexpected events, including but not limited to riots, fire, power, strikes, civil or social disruption, outages, natural disasters, terrorist activities, equipment or system failures, industrial action and environmental issues, which increase the cost of doing business or otherwise adversely affect the Group's computer systems and technology infrastructure or otherwise adversely affect the Group's operations or those of its customers or suppliers or result in the loss of critical data.

Natural disasters, epidemics, pandemics, health emergencies (or concerns over the possibility of one) acts of God and other disasters that are beyond the Group's control may materially and adversely affect the economy and infrastructure. The Group's business, financial condition and operating results may be materially and adversely affected as a result. Epidemics threaten people's lives and may materially and adversely affect their livelihoods as well as their living and consumption patterns. The occurrence of an epidemic is beyond the Group's control. Any epidemic or pandemic such as COVID-19 occurring may materially and adversely affect the business, financial condition and operating results of the Group. In particular, in view that the COVID-19 pandemic is still developing across the world with new strains of COVID-19 being discovered in various geographical areas globally, there is no certainty as to the adverse impact faced by the Group arising from the COVID-19 pandemic. Acts of war and terrorism may cause damage or disruption to the Group or its employees, facilities, markets, suppliers or customers, any of which may materially and adversely impact the Group's revenue, cost of sales, financial condition and operating results in the Proposed New Business. Potential war or terrorist attacks may also cause uncertainty and cause the Proposed New Business to suffer in ways that cannot be accurately predicted.

- (vi) *Acquisitions and joint ventures may expose the Group to additional risks*

As the Group develops the Proposed New Business, the Directors may see fit to enter into joint ventures, mergers, alliances with other third parties, or may acquire third party entities.

Prior to entering into such relationships, the Group will carry out due diligence of these third parties – however, these third parties may have other assets and liabilities that are not disclosed or that the Group may not be aware about. If these third parties have any liabilities that would affect the partnership with the Group, or if the Group encounters any unforeseen difficulties or delays with such partnerships, this may negatively impact the Group. In the event that there are any breaches of contract, this may also lead to litigation and reputational damage for the Group. There may also be difficulties in integrating the existing management and operations of the Group with the management and operations of other third-party joint venture partners.

In addition, the Group may also participate in investments or joint ventures where the Group may not have control over the day-to-day running of the business, or may not have majority shareholding in the business. For example, following the Restructuring, MHC SG may hold a minority stake of up to 35% in Blockchain Assets. Therefore, the Company may not be able to maintain control over such investments and there is a risk that such investments or partnerships may result in losses.

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(vii) The Group may be affected by the volatile nature of the digital assets industry

As a relatively new industry that has grown exponentially over the course of several years, the digital assets industry is extremely volatile and the value of investments may be highly speculative. The price and value of digital assets has been difficult to predict and is highly dependent on market sentiment, which may be affected by a variety of factors, including changes in regulatory frameworks, developments in technology and consumer preferences.

As such, there is a risk that expanding into the Proposed New Business will result in the Company's share price being subject to similar volatility in the event that the prices of and demand for cryptocurrencies or other digital assets rise or fall.

(viii) The Proposed New Business will depend on the Sellers and key employees

As the Group currently does not have experience in the digital assets industry, the Group will be reliant on the Sellers and key employees of MHC SG to assist with the technical aspects of managing the Proposed New Business, especially in the early stages after the completion of the Proposed Transaction.

In addition, the Proposed New Business will also be highly dependent on the Group's ability to employ and retain key management personnel who will be responsible for the overall growth and development of the Group and the Proposed New Business. The market for the provision of financial services and products and other professionals, including dealers, research analysts, marketing and customer support staff and information technology and other operations personnel is highly competitive and has grown more so recently as customers focus increasingly on investment performance and as employers such as other stockbroking companies, investment banks and financial institutions increase their recruitment activity. As a result, movement of such individuals among different firms is frequent.

The Group will endeavour to provide its employees with competitive compensation and benefits. However, it may not be successful in hiring or retaining key personnel. Failure to obtain or retain the services of key personnel may materially and adversely affect the performance of the Company's products, its ability to develop new products and the attractiveness of its services to potential and current customers. In addition, the Group may incur increased costs in order to attract and retain talent.

(ix) Damage to the reputation or brand of the Group may materially and adversely affect the Group's business, financial conditions, results of operations and prospects

The Group's operations across its principal business lines are and will be dependent on customers' confidence in the businesses and therefore, the Group's brand and reputation. This makes the Group vulnerable to negative publicity and market perceptions that may be difficult or impossible for it to control. The Group's reputation and brand are accordingly vital to the success of its business.

Brand or reputation can be negatively impacted by a large number of events both within and beyond the Group's control, including failure in information technology or data breach, an adverse claim being made against the Group, whether successful or not, and including frivolous and vexatious claims, perceived deteriorations in financial strength, regulatory sanctions or incidents of fraud. If its reputation or brand is damaged, the Group could lose existing customers and find it difficult to cultivate new business. Each of these may have an adverse effect on the Group's overall business, financial condition, results of operations and prospects.

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- (x) *Misuse of or failure to control the use of customers' personal or financial information could prove harmful to the Group*

The Group will be subject to data protection laws which regulates and protects the privacy of individuals in relation to personal data. As the Proposed New Business may require the Group to acquire a large amount of personal and financial information relating to their customers, improper use or disclosure of, or a failure to protect or control the use of such information could result in violations of the data protection laws and other applicable laws, harming the Group's reputation and business. However, the Group will ensure that it takes precautionary measures, including internal compliance procedures, to regulate the disclosure of customers' personal information, although these measures may not be effective in all cases, particularly in respect of third-party vendors.

- (xi) *An interception or mishandling of personal, confidential or proprietary information could result in legal liability, regulatory action and reputational harm*

As part of the Proposed New Business, the Group will be required to routinely transmit and receive personal, confidential and proprietary information through the Internet, by email and other electronic means and may not be able to ensure that its clients, vendors, service providers, counterparties and other third parties have appropriate controls in place to protect the confidentiality of the information. An interception or mishandling of personal, confidential or proprietary information being sent to or received from these third parties could result in legal liability, regulatory action and reputational harm, and the Group's efforts to ensure that these third parties have appropriate controls in place may not be successful.

- (xii) *Employee misconduct such as fraud could adversely affect the Group's business and reputation*

Employee misconduct, which can include violations of laws or regulations and fraudulent or otherwise improper activity, could result in regulatory violations and sanctions which could harm the Group's reputation and business. Common weaknesses that facilitate fraud include the failure to implement an effective system of centralised management and supervision, inadequate segregation of duties, insufficient access controls and certain actions taken by employees which are not consistent with the Company's internal control policies. While the Group's compliance programmes are intended to reduce the risk of employee misconduct and outside parties' misconduct and fraud, the Group may not always be able to timely detect or prevent such misconduct, and this risk cannot be completely eliminated. Instances of employee misconduct in the future could have consequences that materially and adversely affect the Group's business, reputation and prospects.

- (xiii) *The Group's businesses and prospects may be materially affected if the Group fails to maintain its risk management and internal control systems*

The Group will establish risk management control systems and procedures. Certain areas within its risk management and internal control systems may require constant monitoring, maintenance and continual improvements by its senior management and employees. The Group's businesses and prospects may be materially and adversely affected if its efforts to maintain these systems are proved to be ineffective or inadequate.

Deficiencies in the Group's risk management and internal control systems and procedures may adversely affect its ability to record, process, summarise and report financial and other data in an accurate and timely manner, as well as adversely impact its ability to identify any reporting errors and non-compliance with rules and regulations.

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The Group's internal control system may contain inherent limitations caused by misjudgement. As a result, there can be no assurance that its risk management and internal control systems are adequate or effective notwithstanding its efforts, and any failure to address any internal control matters and other deficiencies could result in investigations and disciplinary actions or even prosecution being initiated against the Group or their employees, disruption to its risk management system. In such cases, there may be a material and adverse effect on the Group business, financial condition, results of operations and prospects.

- (xiv) *The Group may not be able to identify money laundering activities or other illegal or improper activities fully or on a timely basis, which could expose it to additional liability and adversely affect its business*

The Group is required to comply with applicable anti-money laundering, anti-terrorism laws and other regulations in Singapore and any other jurisdictions in which it operates as they relate to the Proposed New Business. These laws and regulations require the Group, among other things, to adopt and enforce "know your customer" policies and procedures and to report suspicious transactions to the applicable regulatory authorities in different jurisdictions. While the Group has and will adopt policies and procedures aimed at detecting and preventing the use of its networks for money-laundering activities and by terrorists and terrorist-related organisations and individuals generally, such policies and procedures may not completely eliminate instances where its networks may be used by other parties to engage in money laundering and other illegal or improper activities. To the extent the Group may fail to comply fully with applicable laws and regulations, the relevant government agencies to which the Group reports have the power and authority to impose fines and other penalties on the Group, which may adversely affect its business.

- (xv) *There may be material and adverse effects on the Group arising from litigation, legal disputes or claims*

The Group may from time to time become a party to litigation, legal disputes or claims arising in the ordinary course of its business that may materially and adversely affect the Group. Any negative publicity may damage the Group's reputation and adversely affect the image of their brands and products/ services. In addition, ongoing litigation, legal disputes or claims may distract the management team's attention and consume the Group's time and other resources.

If any judgment is rendered against the Group, the Group could be required to pay significant monetary damages or assume other liabilities. Consequently, the Group's business, financial condition, reputation and results of operations may be materially and adversely affected.

- (xvi) *Limitations on access to liquidity and capital resources could adversely affect the ability to implement the Group's business plans and the execution of its business strategy*

The ability of the Group to access funding sources on acceptable commercial terms is dependent on a variety of factors, including a number of factors outside of its control, such as general market conditions. Cautious lending policies implemented by financial institutions may result in increased financing costs through increased interest rates and more limited availability of financing. Access to funding will also depend, in part, on the Group's ability to demonstrate to banks, other lenders and investors, that it is a stable and growing business with a robust current financial position and healthy financial outlook and that it is able to develop across its business lines in accordance with its strategy. There can be no assurance that the Group will be able to obtain credit on favourable terms or at all or that any additional funding will be provided by way of further shareholder loans. Failure to secure funding for operations or refinancing could adversely impact the Group's business, results of operation and financial condition.

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- (xvii) *The Proposed New Business is highly dependent on economic and market conditions in Australia, Singapore and any other countries it operates or intend to operate in. In addition, global market conditions may adversely affect market conditions in Australia, Singapore and any other countries the Group operates or intends to operate in*

Volatility in the capital markets in Australia, Singapore and other jurisdictions such as the United States of America and the People's Republic of China has had a corresponding effect on Asian financial markets and may continue to do so in the future. Unfavourable financial or economic conditions have adverse effect on investor confidence. Market volatility and adverse financial or economic conditions may also adversely affect the Group's business.

- (xviii) *The Group may not be successful in maintaining and increasing its client base and business volume in the Proposed New Business*

Maintaining close and stable business relationships with major clients is crucial to the Group's business and prospects. The digital assets industry is highly competitive and the Group has to maintain its client base and attract new clients to achieve future success. Many clients are sensitive to the costs of purchasing financial products and the quality of services and the breadth and relevance of information they receive in order to select the right financial products. The Group cannot assure that it will be able to maintain the current volume of business with its existing clients at the desired levels, or at all, or to attract new clients and expand its business volume.

In addition, other market factors may also affect the Group's performance, including but not limited to competitive pressures from its competitors, in particular, entry of new participants and consolidation of existing participants.

Any changes could result in reduced margins or loss of market share for the Group, which could adversely affect its business, financial condition, results of operation and future prospects.

- (xix) *The Proposed New Business will be subject to general risks associated with operating businesses outside of Singapore*

Operating in a foreign jurisdiction outside of Singapore is subject to inherent risks. For example, the Group may face difficulties in managing foreign operations and employees and may face issues in acclimatising to changes in the economic or political conditions of the foreign jurisdictions. In addition, if there are any changes in local laws and controls regarding the repatriation of capital or profits, this could also adversely affect the financial condition and cash flow of the Group.

- (xx) *The Group's investment in the Proposed New Business will be subject to exposure to other macro-economic risks*

MHC SG will have in place appropriate insurance once it is incorporated and commences business.

MHC DF and TimeX have in place adequate insurance for the conduct of their business, such as professional indemnity and directors' and officers' insurance.

Additionally:

- (A) Under the Acquisition Agreement, the Sellers give representations and warranties that:

- (a) All the assets of each Target Group Company which are capable of being insured have at all times been and are insured to a reasonable replacement value thereof against fire and other risks normally insured against by companies carrying on similar businesses or owning assets of a similar nature.

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(b) Each Target Group Company has at all times been and is adequately covered against accident, physical loss or damage, third party liability and other risks normally covered by insurance by such companies.

(B) Upon Completion taking place, the Board will decide whether any additional insurance is required for the Business, taking into account factors such as whether appropriate insurance is available and the cost of such insurance.

However, the markets in which the Group will operate the Proposed New Business are affected by many factors which are beyond the Group's control. Any of the following factors may cause fluctuations and/or decline in the markets in which the Group operates or invests:

(A) legal and regulatory changes;

(B) economic, political and social conditions;

(C) the level and volatility of liquidity and risk aversion;

(D) concerns about natural disasters, terrorism and war;

(E) the level and volatility of equity, debt, property, commodity and other financial markets;

(F) concerns over inflation; and

(G) changes in investor confidence levels.

(d) For subsequent transactions undertaken by the Group pursuant to the Proposed Diversification:

(i) Rule 1002(1) of the Listing Manual read with Practice Note 10.1 states that unless the context otherwise requires, "transaction" refers to the acquisition or disposal of assets by an issuer or a subsidiary that is not listed on the SGX-ST or on an approved exchange, including an option to acquire or dispose of assets. It excludes an acquisition or disposal which is in, or in connection with, the ordinary course of its business or of a revenue nature. Acquisitions that are regarded to be in, or in connection with, the ordinary course of an issuer's business, are not subject to the requirements under Chapter 10 of the Listing Manual (except for Part VIII on very substantial acquisitions or reverse takeovers).

(ii) An acquisition can be regarded to be in, or in connection with, the ordinary course of an issuer's business, if:

(A) the asset to be acquired is part of the issuer's existing principal business; and

(B) the acquisition does not change the issuer's risk profile.

(iii) Pursuant to Practice Note 10.1:

(A) An asset is part of the issuer's existing principal business if the acquisition of the asset is required to be reported under the applicable accounting standards within a specific reportable operating segment (excluding any miscellaneous "any other segment" category) that:

(1) contributes more than 20% of the issuer's net profits or total assets; and

(2) has been reported in the issuer's latest audited financial statements.

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- (B) The following are indications that an acquisition that would change the risk profile of an issuer, although these indicators are neither exhaustive nor conclusive:
- (1) notwithstanding Rule 1002(3)(c) of the Listing Manual, a proposed acquisition will result in reduction of the issuer's net profits or net asset value by 20% or more, based on the latest audited financial statements, and assuming that the proposed acquisition had been effected at the end of that financial year;
 - (2) the asset proposed to be acquired is loss-making or is in a net liability position;
 - (3) the proposed acquisition will have a significant adverse impact on the issuer's gearing; or
 - (4) the proposed acquisition will result in an expansion into a new jurisdiction that will expose the issuer to significant new risks.
- (iv) Therefore, upon Shareholders' approval of the Proposed Diversification having been obtained, any acquisition or disposal which is in, or in connection with, the Proposed Diversification, may be deemed to be the Group's ordinary course of business and may not fall under the definition of a "transaction" under Chapter 10 of the Listing Manual, save for in relation to Part VIII on very substantial acquisitions or reverse takeovers.
- (v) The Proposed Diversification will thus allow the Company, in its normal course of business, to enter into transactions in furtherance of the Proposed New Business in an efficient and timely manner without the need for Shareholders' approval, in accordance with the provisions of the Listing Manual and the Practice Notes. As such, the Company will not need to convene separate general meetings from time to time to seek Shareholders' approval as and when potential transactions which are transactions within the ordinary course of the Proposed New Business or are of a revenue nature. This will reduce substantially the administrative time and expenses in convening such meetings, without compromising the corporate objectives and adversely affecting the business opportunities available to the Company.
- (vi) For the avoidance of doubt, notwithstanding the Shareholders' approval for the Proposed Diversification, where:
- (A) in respect of an acquisition of assets or several acquisition of assets when aggregated under Rule 1005 of the Listing Manual, any of the relative figures as computed on the bases set out in Rule 1006 of the Listing Manual is 100% or more, or such acquisition will result in a change in control of the issuer, Chapter 10 of the Listing Manual (including Rule 1015) will continue to apply to any such acquisition, which must be made conditional upon the approval of, inter alia, Shareholders;
 - (B) a transaction constitutes an interested person transaction (as defined under the Listing Manual), Chapter 9 of the Listing Manual will continue to apply to any such transaction; and
 - (C) in light of Practice Note 10.1 of the Listing Manual, if a transaction is not within the existing principal business or changes the risk profile of the Company, Shareholders' approval may be required for such transaction.

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6. THE PROPOSED ALLOTMENT AND ISSUE OF INTRODUCER WARRANTS PURSUANT TO THE FACILITATION AGREEMENT

6.1 Information on the Facilitation Agreement and the Introducer Warrants

Pursuant to the Facilitation Agreement, the Company shall, subject to receiving the requisite shareholders' approval and in consideration for FF Wong introducing the Company and the Sellers for purposes of the Proposed Transaction, allot and issue to the Introducer 40 million Introducer Warrants, on the terms and subject to the conditions set out in a warrant deed poll to be executed by the Company in favour of the Introducer (the "**Introducer Deed Poll**") (the "**Introducer Warrant Issuance**").

There is no placement agent appointed, and no introducer fee or commission paid or payable by the Company, in relation to the Introducer Warrant Issuance.

Under the Facilitation Agreement, the Introducer has represented and warranted to the Company that it will be issued the Introducer Warrants as principal and not as a trustee for or a nominee of a third party (other than FF Wong).

For the avoidance of doubt, the grant and the exercise of the Introducer Warrants are not conditional upon completion of the Proposed Transaction.

The key terms of the Introducer Warrants are set out below:

Number of Introducer Warrants	40 million
Exercise Ratio	Each Introducer Warrant shall carry the right to subscribe for 1 new Share
Exercise Price	S\$0.50 per Introducer Warrant.
Exercise Period and Conditions	The Introducer Warrants shall be allotted and issued to the Introducer as soon as practicable after approval of the Shareholders at the EGM is received. The Introducer Warrants shall be exercisable by the Introducer at any time within 4 years from the date of issue, provided that, unless the outstanding share capital of the Company from time to time exceeds 284 million Shares (excluding treasury shares), the Introducer undertakes to the Company that it shall not exercise any Introducer Warrants if it (and/or FF Wong) holds (whether directly or indirectly) more than 14.5% of the total issued share capital of the Company from time to time (taking into account any Introducer Warrants which have been exercised) (the "Introducer 14.5% Undertaking"). For the avoidance of doubt, the 14.5% threshold applies in respect of the interests of the Introducer and FF Wong in aggregate: (a) Under the Facilitation Agreement, the Introducer provides the Introducer 14.5% Undertaking to the Company. (b) As the Company will need to be notified of any exercise of the Introducer Warrants, the Company will be able to track and monitor any such exercise to ensure that Introducer 14.5% Undertaking is complied with. Any changes in shareholdings will be recorded in the register of members and will be monitored by the Company.

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	The Company shall, not later than 1 month before the expiry date of the Introducer Warrants, give notice to the holders of the Introducer Warrants in accordance with the terms of the Introducer Deed Poll, of the expiry date and make an announcement of the same to the SGX-ST. The Company shall also, not later than 1 month before the expiry date, take reasonable steps to notify the holders of the Introducer Warrants in writing of the expiry date and such notice shall be delivered by registered post, courier or electronic mail to the addresses of the holders of the Introducer Warrants as recorded in the Warrant Register.
Status	The new Shares to be allotted and issued upon exercise of the Introducer Warrants shall be fully paid and shall rank for any dividends, rights, allotments or other distributions, the Record Date for which is on or after the date of allotment and issue of the Shares arising from the exercise of the relevant Introducer Warrants, and (subject as aforesaid) shall rank <i>pari passu</i> in all respects with the then existing Shares. The certificates for the Introducer Warrants shall be issued in registered form and the Introducer Warrants shall not be listed or traded on the SGX-ST.
Transferability	The Introducer Warrants shall be transferable in accordance with the terms of the Introducer Deed Poll.
Adjustments	The exercise price and number of Introducer Warrants are subject to adjustments in the event of any of the following in accordance with the terms of the Introducer Deed Poll: (1) any consolidation or subdivision of the Shares; (2) an issue by the Company of Shares to its members (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); or (3) an offer or invitation made by the Company to its members whereunder they may acquire or subscribe for Shares by way of rights. Please refer to Appendix D for further details on the adjustments under the terms of the Introducer Deed Poll. The Company will make further announcements in the event of any such adjustments.
Liquidation	If a resolution is passed for a members' voluntary winding-up of the Company then: (1) if such winding-up is for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the holder of Introducer Warrants shall be a party, the terms of such scheme of arrangement shall be binding on all the holders of New Consideration Warrants; and

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	(2) in any other case, the holders of Introducer Warrants shall be entitled, upon and subject to the conditions of the Introducer Warrants in the Introducer Deed Poll, at any time within 6 weeks after the passing of such resolution for a members' voluntary winding-up of the Company, by irrevocable surrender of his warrant certificate(s) to the Company with the exercise notice(s) duly completed, together with payment of the relevant exercise price, to elect to be treated as if he had immediately prior to the commencement of such winding-up exercised the Introducer Warrants to the extent specified in the exercise notice(s) and had on such date been the holder of the Shares to which he would have become entitled pursuant to such exercise and the liquidator of the Company shall give effect to such election accordingly. The Company shall give notice to the holders of the Introducer Warrants of the passing of any such resolution within 7 Market Days after the passing thereof. Subject to the foregoing, if the Company is wound-up for any reason other than a members' voluntary winding-up, all Introducer Warrants which have not been exercised at the date of the passing of such resolution shall lapse and the Introducer Warrants shall cease to be valid for any purpose.
Alteration to Terms	Any alteration to the terms and/or conditions of the Introducer Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Introducer Warrants as set out in the Introducer Deed Poll. Notwithstanding any other provisions as set out in the Introducer Deed Poll, any material amendment to the terms and/or conditions of the Introducer Warrants after the issue thereof to the advantage of the holders of the Introducer Warrants must be approved by the shareholders of the Company in general meeting, except where the amendments are made pursuant to the terms and conditions of the Introducer Warrants.

The exercise price of S\$0.50 per Introducer Warrant is determined taking into account the NTA per share of S\$0.55 (based on the Group's consolidated audited accounts as at 31 December 2020 and the Group's 6-month interim financial results as at 30 June 2021), and represents a 16.8% and 108.3% premium respectively over the volume weighted average price per share in the last 6 months prior to 3 February 2022 and the last traded price per share on 10 December 2021 (being the last full trading day before the date of the announcement of the Original HOA on 13 December 2021).

No proceeds will be raised from the issue of the Introducer Warrants, as the Introducer Warrants will be issued to the Introducer in consideration for introducing the Company and the Sellers for purposes of the Proposed Transaction.

Based on the maximum number of Introducer Warrants that may be issued and exercised, being 40 million Introducer Warrants (assuming that no adjustments are required pursuant to the Introducer Deed Poll), the maximum number of Shares to be issued pursuant to the exercise of the Introducer Warrants is 40 million. Based on the exercise price of S\$0.50 per Introducer Warrant, the maximum estimated amount of net proceeds that may be raised from the exercise of the Introducer Warrants (the "**Introducer Net Proceeds**") will be approximately S\$20 million.

The Company intends to utilise 100% of the Introducer Net Proceeds to fund the growth of its existing and new businesses (including the Business) and to pursue new business opportunities as and when they arise, as part of its strategy for long-term business growth ("**Business Expansion**").

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Pending the deployment of the Introducer Net Proceeds for the abovementioned purpose, the Introducer Net Proceeds may be deposited with banks and/or financial institutions, or used for any other purposes on a short-term basis as the Board may in their absolute discretion deem fit in the best interest of the Group.

The Company will make periodic announcements as and when the Introducer Net Proceeds are materially disbursed and whether such use is in accordance with the stated use and in accordance with the percentage allocated. The Company will also provide a status report on the use of the Introducer Net Proceeds in the annual report and (if required) half-year and full-year financial statements including (a) a breakdown with specific details on the use of the Introducer Net Proceeds for Business Expansion and (b) where there is any material deviation from the stated use of the Introducer Net Proceeds, the reason(s) for such deviation. If the Introducer Net Proceeds are used for working capital purposes, the Company will provide a breakdown with specific details on how the Introducer Net Proceeds have been applied in the announcements, the annual report and (if required) half-year and full-year financial statements.

6.2 Information on the Introducer

As at Latest Practicable Date:

- (a) The Introducer is an entity wholly-owned by FF Wong, who:
 - (i) is the chairman and group chief executive officer of Boustead Singapore Limited (“**Boustead**”), a public company listed on the Mainboard of the SGX-ST; and
 - (ii) subscribed for 1,000,000 Shares pursuant to the Placement.
- (b) FF Wong is not a Substantial Shareholder of the Company.
- (c) Mr. Mak Lye Mun, the chairman and independent director of the Company, is also an independent director of Boustead.

Save as disclosed above, none of the Introducer or FF Wong has any connection (including business dealings) with the Company, any of the Directors, Substantial Shareholders or Controlling Shareholders of the Company.

There is no placement agent appointed, and no introducer fee or commission paid or payable by the Company, in relation to the Introducer Warrant Issuance.

None of the Introducer or FF Wong is a person to whom the Company is prohibited from issuing warrants, as provided by Rule 812 of the Listing Manual.

6.3 Financial Effects of the Introducer Warrant Issuance

The financial effects of the Introducer Warrant Issuance on the Group set out below are purely for illustrative purposes only and do not reflect the actual future financial performance of the Group after completion of the Introducer Warrant Issuance.

The pro forma financial effects of the Introducer Warrant Issuance below have been prepared based on the audited financial statements of the Group for the financial year ended 31 December 2021.

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(a) **NTA per Share**

The pro forma financial effects on the consolidated NTA per Share of the Group are as follows, based on assumptions that:

- (i) completion of the Introducer Warrant Issuance had been effected on 31 December 2021;
- (ii) the Introducer Warrants are classified as equity instruments on issuance, and no Introducer Warrants have been exercised; and
- (iii) completion of the Placement has occurred on 1 January 2021:

	Without taking into account completion of the Proposed Transaction (as the grant and the exercise of the Introducer Warrants are not conditional upon completion of the Proposed Transaction)		For illustrative purposes, taking into account completion of the Proposed Transaction (based on the NTA Target)	
	Before completion of the Introducer Warrant Issuance	After completion of the Introducer Warrant Issuance	Before completion of the Introducer Warrant Issuance	After completion of the Introducer Warrant Issuance
NTA (S\$'000)	60,347	60,347	60,347	61,347
Number of Shares	112,816,879	112,816,879	112,816,879	154,816,879
NTA per Share (S\$)	0.53	0.53	0.53	0.40

(b) **EPS**

The pro forma financial effects on the consolidated EPS of the Group are as follows, based on assumptions that:

- (i) assuming the completion of the Introducer Warrant Issuance had been effected on 1 January 2021;
- (ii) the Introducer Warrants are classified as equity instruments on issuance (and have nominal value), and no Introducer Warrants have been exercised; and

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(iii) completion of the Placement has occurred on 1 January 2021:

	Without taking into account completion of the Proposed Transaction (as the grant and the exercise of the Introducer Warrants are not conditional upon completion of the Proposed Transaction)		For illustrative purposes, taking into account completion of the Proposed Transaction (based on the NTA Target)	
	Before completion of the Introducer Warrant Issuance	After completion of the Introducer Warrant Issuance	Before completion of the Introducer Warrant Issuance	After completion of the Introducer Warrant Issuance
Loss/profit after tax (S\$'000)	(998)	(998)	(998)	8,437
Weighted average number of Shares	112,816,879	112,816,879	112,816,879	154,816,879
EPS (S\$ cents)	(0.88)	(0.88)	(0.88)	5.45

7. ALLOTMENT AND ISSUANCE OF CONSIDERATION SHARES, CONSIDERATION WARRANTS AND NEW CONSIDERATION WARRANTS TO THE SELLERS AND INTRODUCER WARRANTS TO THE INTRODUCER

Rules 805(1) and 824 of the Listing Manual provides that any issue of shares or convertible securities by an issuer which is not covered under a general mandate, must be specifically approved by the shareholders in general meeting.

As the allotment and issuance of the following are not in reliance of a general mandate obtained from Shareholders at an annual general meeting of the Company, the Company is seeking the specific approval of the Shareholders for the allotment and issuance of:

- (a) the Consideration Shares, the Consideration Warrants and the New Consideration Warrants to the Sellers (and/or their respective Affiliates);
- (b) such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Consideration Warrants and the New Consideration Warrants, to the holders of the Consideration Warrants and New Consideration Warrants;
- (c) the Introducer Warrants to the Introducer; and
- (d) such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Introducer Warrants, to the holders of the Introducer Warrants,

pursuant to Section 161 of the Companies Act and Rules 805(1) and 824 of the Listing Manual.

8. NO DIRECTOR SERVICE CONTRACTS

No person is proposed to be appointed as Director in connection with the Proposed Transaction, Proposed Diversification or Introducer Warrant Issuance. Accordingly, no service contract is proposed to be entered into between the Company and any such person.

LETTER TO SHAREHOLDERS

9. SGX-ST LISTING APPROVAL

The Company submitted an application to the SGX-ST, and has on 11 April 2022 received the approval-in-principle from the SGX-ST, for the listing and quotation on the Mainboard of the SGX-ST of the Consideration Shares, up to 52.5 million new Shares to be allotted and issued upon the exercise of the Consideration Warrants and/or the New Consideration Warrants (the “**Consideration Warrants Shares**”) and up to 40 million new Shares to be allotted and issued upon the exercise of the Introducer Warrants (the “**Introducer Warrants Shares**”) (the “**Listing Approval**”).

The Listing Approval is subject to, amongst others, the following conditions:

- (a) compliance with the SGX-ST’s listing requirements for the Consideration Shares, Consideration Warrants Shares and Introducer Warrants Shares; and
- (b) shareholders’ approval for the proposed allotment and issuance of the Consideration Shares, the Consideration Warrants, the New Consideration Warrants and the Introducer Warrants, as well as the Consideration Warrants Shares and the Introducer Warrants Shares.

The Listing Approval is not to be taken as an indication of the merits of the Proposed Transaction, the Consideration Shares, the Consideration Warrants Shares and the Introducer Warrants Shares, the Company and/or its subsidiaries.

Separate announcements will be released by the Company upon the allotment and issuance of the Consideration Shares, the Consideration Warrants, the New Consideration Warrants and the Introducer Warrants, as well as the Consideration Warrants Shares and the Introducer Warrants Shares.

The Consideration Warrants, the New Consideration Warrants and the Introducer Warrants shall (a) not be listed and traded on the SGX-ST and (b) be transferable in accordance with the terms of the Deed Poll, the New Deed Poll and the Introducer Deed Poll respectively.

10. MAJOR SHAREHOLDER UNDERTAKINGS

The Company has received an irrevocable undertaking from each of TH Investments Pte Ltd and Amtrek Investment Pte Ltd (“**AIPL**”) (who collectively hold, directly or indirectly, 51.84% of the outstanding issued share capital of the Company as at the Latest Practicable Date), that it will (or procure that its nominees will):

- (a) vote in favour of the Proposed Transaction (including the allotment and issuance of the Consideration Shares, Consideration Warrants and New Consideration Warrants), the Proposed Diversification, the Introducer Warrant Issuance at the EGM and all other matters in connection with the foregoing;
- (b) not sell their Shares to any person that would result in such person holding more than 50% of the total issued share capital of the Company; and
- (c) not vote in favour of resolutions to approve any issuance of Shares or securities convertible into Shares that would result in such person acquiring more than 50% of the total issued share capital of the Company, at a general meeting of the Company,

such undertaking to be in force from the date of the undertaking until Completion or the termination of the Acquisition Agreement (whichever is earlier).

LETTER TO SHAREHOLDERS

11. INTERESTS OF DIRECTORS, SUBSTANTIAL SHAREHOLDERS AND CONTROLLING SHAREHOLDERS

As at the Latest Practicable Date, the Company has an existing issued and paid-up share capital of 112,816,879 Shares. The interests of the Directors, the Substantial Shareholders, the Sellers and the Introducer in the Shares of the Company:

- (a) as at the Latest Practicable Date;
- (b) as at Completion (immediately after the issuance of the Consideration Shares, and assuming no Consideration Warrants, New Consideration Warrants or Introducer Warrants are exercised); and
- (c) after the issuance of the maximum number of shares pursuant to the exercise of Consideration Warrants, New Consideration Warrants and Introducer Warrants (subject to the 14.5% Undertakings and the Introducer 14.5% Undertaking),

are as set out in the Appendix A.

12. EXTRAORDINARY GENERAL MEETING

The EGM will be held via electronic means on 6 June 2022 at 10.00 am for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions set out in the Notice of EGM.

13. DOCUMENTS AVAILABLE FOR INSPECTION

Subject to prevailing regulations, orders, advisories and guidelines relating to safe distancing which may be issued by the relevant authorities, a copy of the Acquisition Agreement will be available for inspection during normal business hours at the Company's registered office at 60 Albert Street, #07-01, OG Albert Complex, Singapore 189969 for a period of three (3) months from the date of this Circular.

Shareholders who wish to inspect the Acquisition Agreement at the registered office of the Company are required to send an email request to admin@intraco.com or contact the Company at +65 6586 6777 to make an appointment in advance.

14. DIRECTORS' RECOMMENDATION

14.1 Proposed Transaction

Having considered, among others, the terms, and the rationale and benefits, of the Proposed Transaction and the allotment and issue of the Consideration Shares, Consideration Warrants and New Consideration Warrants to the Sellers, the Directors are of the view that the Proposed Transaction and allotment and issue of (a) the Consideration Shares, the Consideration Warrants and the New Consideration Warrants to the Sellers (and/or their respective Affiliates) and (b) such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Consideration Warrants and the New Consideration Warrants, to the holders of the Consideration Warrants and New Consideration Warrants, are in the interests of the Company and, accordingly, recommend that Shareholders vote in favour of Ordinary Resolution 1, Ordinary Resolution 2 and Ordinary Resolution 3 as set out in the Notice of EGM.

14.2 Proposed Diversification

Having considered, among others, the terms, and the rationale and benefits, of the Proposed Diversification, the Directors are of the view that the Proposed Diversification is in the interests of the Company, and accordingly, recommend that Shareholders vote in favour of Ordinary Resolution 4 as set out in the Notice of EGM.

LETTER TO SHAREHOLDERS

14.3 Introducer Warrant Issuance

Having considered, among others, the terms, and the rationale and benefits, of the Facilitation Agreement and the Introducer Warrant Issuance, the Directors are of the view that (a) the Introducer Warrant Issuance and (b) the allotment and issue of such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Introducer Warrants, to the holders of the Introducer Warrants, are in the interests of the Company, and accordingly, recommend that Shareholders vote in favour of Ordinary Resolution 5 as set out in the Notice of EGM.

15. **INTER-CONDITIONALITY**

Shareholders should note that (a) Ordinary Resolution 1 in respect of the Proposed Transaction, (b) Ordinary Resolution 2 in respect of the allotment and issue of the Consideration Shares to the Sellers (and/or their respective Affiliates), (c) Ordinary Resolution 3 in respect of the allotment and issue of the Consideration Warrants and New Consideration Warrants to the Sellers (and/or their respective Affiliates) and the allotment and issue of such number of Shares as may be required or permitted to be allotted and issued upon the exercise of the Consideration Warrants and the New Consideration Warrants, to the holders of the Consideration Warrants and New Consideration Warrants and (d) Ordinary Resolution 4 in respect of the Proposed Diversification are inter-conditional upon each other. This means that:

- (i) if Ordinary Resolution 1 is not passed, Ordinary Resolution 2, 3 and 4 would not be passed;
- (ii) if Ordinary Resolution 2 is not passed, Ordinary Resolution 1, 3 and 4 would not be passed;
- (iii) if Ordinary Resolution 3 is not passed, Ordinary Resolution 1, 2 and 4 would not be passed;
and
- (iv) if Ordinary Resolution 4 is not passed, Ordinary Resolution 1, 2 and 3 would not be passed.

16. **ACTION TO BE TAKEN BY SHAREHOLDERS**

The Company will conduct the EGM by electronic means pursuant to the COVID-19 (Temporary Measures)(Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Units Trusts and Debenture Holders) Order 2020. Shareholders will not be able to physically attend the EGM. Alternative arrangements have been put in place to allow Shareholders to participate at the EGM by:

- (a) watching the EGM proceedings through a “live” webcast comprising both video (audiovisual) and audio feeds;
- (b) submitting questions in advance of, or “live” at, the EGM; and
- (c) voting at the EGM (i) “live” by the shareholders themselves or their duly appointed proxy(ies) (other than the Chairman of the EGM) via electronic means; or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM.

Please refer to the Section entitled “IMPORTANT INFORMATION” in the Notice of EGM set out on pages N-1 to N-9 for further details.

Details of the steps for pre-registration, submission of questions and voting at the EGM by shareholders, including persons who hold Shares through relevant intermediaries (as defined in Section 181 of the Companies Act), including investors who hold shares under the Central Provident Fund Investment Scheme (the “**CPF Investors**”) and/or the Supplementary Retirement Scheme (the “**SRS Investors**”) (as may be applicable), are set out below.

LETTER TO SHAREHOLDERS

CPF Investors and SRS Investors should note that they (i) may vote “live” via electronic means at the EGM if they are appointed as proxies by their respective banks approved by CPF to be their agent banks (“**CPF Agent Banks**”) or agent banks approved by CPF under the Supplementary Retirement Scheme (“**SRS Operators**”), and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or (ii) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 5.00 p.m. on 25 May 2022.

Persons who hold Shares through relevant intermediaries (as defined in Section 181 of the Companies Act), other than CPF Investors and SRS Investors, and who wish to participate in the EGM by:

- (a) watching the EGM proceedings through a “live” webcast comprising both video (audiovisual) and audio feeds;
- (b) submitting questions in advance of, or “live” at, the EGM; and
- (c) voting at the EGM (i) “live” by the shareholders themselves or their duly appointed proxy(ies) (other than the Chairman of the EGM) via electronic means; or (ii) by appointing the Chairman of the EGM as proxy to vote on their behalf at the EGM,

should contact the relevant intermediary 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.

17. 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 Proposed Transaction, the allotment and issue of the Consideration Shares, Consideration Warrants and New Consideration Warrants to the Sellers, the Proposed Diversification and the Introducer Warrant Issuance, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

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

Yours faithfully,

For and on behalf of the Board of Directors of
INTRACO LIMITED

Mak Lye Mun
Independent Director and Chairman of the Board

15 May 2022

APPENDIX A

	As at the Latest Practicable Date						As at Completion (immediately after the issuance of the Consideration Shares, and assuming no Consideration Warrants, New Consideration Warrants or Introducer Warrants are exercised)						After the issuance of the maximum number of shares pursuant to the exercise of Consideration Warrants, New Consideration Warrants and Introducer Warrants (subject to the 14.5% Undertakings and the Introducer 14.5% Undertaking) ⁽¹⁾					
	Direct Interest		Deemed Interest		Total Interest		Direct Interest		Deemed Interest		Total Interest		Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Directors																		
Mak Lye Mun	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tan Boon Wan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Charlie Ng How Kiat	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Steve Lai Mun Fook	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Substantial Shareholders																		
TH Investments Pte Ltd ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Tat Hong Investments Pte Ltd ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Chwee Cheng & Sons Pte Ltd ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Ng San Tiong ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Ng Sun Ho ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Ng San Wee ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Ng Sun Giam ⁽¹⁾	-	-	29,486,148	26.14	29,486,148	26.14	-	-	29,486,148	19.05	29,486,148	19.05	-	-	29,486,148	9.05	29,486,148	9.05
Amtrek Investment Pte Ltd	28,998,400	25.70	-	-	28,998,400	25.70	28,998,400	18.73	-	-	28,998,400	18.73	28,998,400	8.90	-	-	28,998,400	8.90
Chew Leong Chee ⁽²⁾	-	-	28,998,400	25.70	28,998,400	25.70	-	-	28,998,400	18.73	28,998,400	18.73	-	-	28,998,400	8.90	28,998,400	8.90
Melanie Chew Ng Fung Ning ⁽³⁾	-	-	28,998,400	25.70	28,998,400	25.70	-	-	28,998,400	18.73	28,998,400	18.73	-	-	28,998,400	8.90	28,998,400	8.90
Resource Pacific Holdings Pte. Ltd. ⁽⁴⁾	-	-	28,998,400	25.70	28,998,400	25.70	-	-	28,998,400	18.73	28,998,400	18.73	-	-	28,998,400	8.90	28,998,400	8.90
Asia Resource Corporation Pte. Ltd. ⁽⁵⁾	-	-	28,998,400	25.70	28,998,400	25.70	-	-	28,998,400	18.73	28,998,400	18.73	-	-	28,998,400	8.90	28,998,400	8.90
Macondray Holdings Pte. Ltd. ⁽⁶⁾	-	-	28,998,400	25.70	28,998,400	25.70	-	-	28,998,400	18.73	28,998,400	18.73	-	-	28,998,400	8.90	28,998,400	8.90
Sellers																		
Mark Carnegie ⁽⁷⁾	-	-	-	-	-	-	21,000,000	13.56	-	-	21,000,000	13.56	47,250,000	14.50	-	-	47,250,000	14.50
Sergei Sergienko ⁽⁸⁾	-	-	-	-	-	-	21,000,000	13.56	-	-	21,000,000	13.56	47,250,000	14.50	-	-	47,250,000	14.50
Introducer and FF Wong																		
Wong Fong Fui ⁽⁹⁾	1,196,800	1.06	-	-	1,196,800	1.06	1,196,800	0.77	-	-	1,196,800	0.77	1,196,800	0.37	40,000,000	12.27	41,196,800	12.64
Suntec Harmony Limited ⁽¹⁰⁾	-	-	-	-	-	-	-	-	-	-	-	-	40,000,000	12.27	-	-	40,000,000	12.27

APPENDIX A

Notes:

- (1) Shares owned by TH Investments Pte Ltd are held under nominee account(s). TH Investments Pte Ltd is wholly owned by Tat Hong Investments Pte Ltd, which in turn is wholly owned by Chwee Cheng & Sons Pte Ltd. 39.50% of the issued share capital of Chwee Cheng & Sons Pte Ltd is owned by Chwee Cheng Trust constituted under a trust deed. Mr Ng San Tiong, Mr Ng Sun Ho, Mr Ng San Wee and Mr Ng Sun Giam are the joint trustees of Chwee Cheng Trust.

Pursuant to Section 7 of the Companies Act, each of Mr Ng San Tiong, Mr Ng Sun Ho, Mr Ng San Wee and Mr Ng Sun Giam has a deemed interest in Chwee Cheng Trust's 39.50% shareholding interest in Chwee Cheng & Sons Pte Ltd and a direct interest in Chwee Cheng & Sons Pte Ltd. Accordingly, each of Mr Ng San Tiong, Mr Ng Sun Ho, Mr Ng San Wee and Mr Ng Sun Giam is deemed to be interested in the shares held by TH Investments Pte Ltd in the Company.

- (2) Mr Chew Leong Chee ("**Mr Chew**") owns 25% direct interest and 30% indirect interest through his spouse, Dr Melanie Chew Ng Fung Ning ("**Dr Melanie Chew**") in Resource Pacific Holdings Pte. Ltd. ("**RPHPL**"). Mr Chew also owns 38.01% interest in Asia Resource Corporation Pte. Ltd. ("**ARCPL**").

RPHPL owns 42.72% interest in ARCPL. ARCPL owns 84.10% interest in Macondray Holdings Pte. Ltd. ("**MHPL**"). MHPL owns 100% interest in AIPL. Pursuant to Section 7 of the Companies Act, Mr Chew is deemed to be interested in the shares held by AIPL in the Company.

- (3) Dr Melanie Chew owns 30% direct interest in RPHPL. RPHPL owns 42.72% interest in ARCPL. ARCPL owns 84.10% interest in MHPL. MHPL owns 100% interest in AIPL. Pursuant to Section 7 of the Companies Act, Dr Melanie Chew is deemed to be interested in the shares held by AIPL in the Company.

- (4) RPHPL owns 42.72% interest in ARCPL. ARCPL owns 84.10% interest in MHPL. MHPL owns 100% interest in AIPL. Pursuant to Section 7 of the Companies Act, RPHPL is deemed to be interested in the shares held by AIPL in the Company.

- (5) ARCPL owns 84.10% interest in MHPL. MHPL owns 100% interest in AIPL. Pursuant to Section 7 of the Companies Act, ARCPL is deemed to be interested in the shares held by AIPL in the Company.

- (6) MHPL owns 100% interest in AIPL. Pursuant to Section 7 of the Companies Act, MHPL is deemed to be interested in the shares held by AIPL in the Company.

- (7) Shares and Consideration Warrants in the Company may be held by Mark Carnegie or his Affiliates. For the purposes of this table, we have assumed that the shares will be held directly by Mark Carnegie.

- (8) Shares and Consideration Warrants in the Company may be held by Sergei Sergienko or his Affiliates. For the purposes of this table, we have assumed that the shares will be held directly by Sergei Sergienko.

- (9) Shares owned by FF Wong are held under nominee account(s).

- (10) FF Wong owns 100% interest in the Introducer, Suntec Harmony Limited. Pursuant to Section 7 of the Companies Act, FF Wong is deemed to be interested in the shares held by the Introducer, Suntec Harmony Limited, in the Company.

- (11) The exercise of the Consideration Warrants, the New Consideration Warrants and the Introducer Warrants will be subject to the 14.5% shareholding thresholds imposed on each Seller and the Introducer. In relation to each Seller, the 14.5% threshold applies to the shares held by the Seller and his Affiliates (whether directly or indirectly) in aggregate. In relation to the Introducer, the 14.5% shareholding threshold applies to the shares held by the Introducer and/or FF Wong (whether directly or indirectly) in aggregate.

APPENDIX B

Adjustment provisions in respect of the number of Consideration Warrants held by each Warrantholder, as set out in the Deed Poll

Unless otherwise defined, all capitalised terms used in Appendix B shall bear the same meanings as ascribed to them in the Deed Poll.

5. ADJUSTMENTS OF NUMBER OF WARRANTS

5.1 *The number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank. Subject to Condition 5.3, the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:*

5.1.1 *any consolidation or subdivision of Shares;*

5.1.2 *an issue by the Company of Shares to its members ("**Members**") (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); or*

5.1.3 *an offer or invitation made by the Company to its Members whereunder they may acquire or subscribe for Shares by way of a rights issue.*

5.2 *Subject to these Conditions (including Condition 5.3) and the Deed Poll, the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two or more of Conditions 5.1.1 to 5.1.3 or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Approved Bank shall determine):*

5.2.1 *If, and whenever, consolidation or subdivision of Shares occurs, the number of Warrants shall be adjusted in the following manner:*

$$\text{Adjusted number of Warrants} = \frac{B}{A} \times W$$

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision; and

W = existing number of Warrants held.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective.

5.2.2 *If, and whenever, the Company shall make any issue of Shares to its Members (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature), the number of Warrants shall be adjusted in the following manner:*

$$\text{Adjusted number of Warrants} = \frac{A + B}{A} \times W$$

APPENDIX B

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Members credited as fully paid (a) for no consideration or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); and

W = existing number of Warrants held.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “record date” in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which Members must be registered as such to participate therein.

5.2.3 *If, and whenever, the Company shall make any offer or invitation to its Members whereunder they may acquire or subscribe for Shares by way of a rights issue, then the number of Warrants held by each Warrantholder shall be adjusted in the following manner:*

$$\text{Adjusted number of Warrants} = \frac{E}{E - F} \times W$$

where:

E = the Last Dealt Price on the Market Day immediately preceding the date on which the offer or invitation referred to in this Condition 5.2.3 is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

W = existing number of Warrants held; and

F = the value of rights attributable to one (1) 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 of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights; and

H = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

For the purpose of Condition 5.2.3, “closing date” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

APPENDIX B

- 5.3 *Notwithstanding any of the provisions hereinbefore contained, no adjustment to the number of Warrants will be required in respect of:*
- 5.3.1 *an issue by the Company of Shares to officers, including directors, or employees of the Company or any of its subsidiaries or associated companies pursuant to any purchase or option scheme or performance share plan approved by the Members in a general meeting of the Company;*
 - 5.3.2 *an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;*
 - 5.3.3 *any issue by the Company of Shares pursuant to the exercise of any of the Warrants;*
 - 5.3.4 *any other issue by the Company of Shares or securities convertible into Shares or rights to acquire or subscribe for Shares, or grant of any other interests in Shares; or*
 - 5.3.5 *any purchase by the Company of Shares.*
- 5.4 *Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants shall be made unless it is in accordance with Condition 5.2 and approval in-principle has been granted by the SGX-ST for the listing of and quotation for the additional Shares to be issued pursuant to the exercise of such additional Warrants as may be issued as a result of such adjustment.*
- 5.5 *Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the number of Warrants provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the number of Warrants should be made notwithstanding that no such adjustment is required under the said provisions, an Approved Bank will be appointed (acting as expert) to determine whether the absence of an adjustment or the adjustment (or modification or variation, if any) to be made fair and reasonable so as to restore the economic position of the Warrantholders, after the occurrence of such events or circumstances, to the same position as if the dilutive or concentrative effect of such events or circumstances had not occurred. For the avoidance of doubt, any material amendment made under Condition 5.5 to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders must be approved by the shareholders of the Company in general meeting.*
- 5.6 *Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the number of Warrants has/have been adjusted and setting forth the event giving rise to the adjustment, the number of Warrants in effect prior to such adjustment, the adjusted number of Warrants and the effective date of such adjustment and shall, at all times thereafter so long as any of the Warrants remains exercisable, make available for inspection at its registered office a certificate signed by a Director setting forth in reasonable detail particulars of the event giving rise to the adjustment, the number of Warrants in effect prior to such adjustment, the adjusted number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificate(s) for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Register.*
- 5.7 *Subject to Condition 11.4, if the Directors and the Approved Bank are unable to agree upon any adjustment required under these provisions, the Directors shall refer 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.*

APPENDIX B

- 5.8 If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for Shares, subject to Condition 11.4, the Company shall appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank and the Directors shall determine that any adjustment is appropriate, the number of Warrants shall be adjusted accordingly.
- 5.9 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit, including but not limited to the terms and conditions as set out herein for the Warrants.
- 5.10 If the Company shall purchase or otherwise acquire Shares issued by it pursuant to the provisions of the Act, subject to Condition 11.4, the Company shall, if so required by the Warrantholders by way of an Extraordinary Resolution (as defined in the Deed Poll), appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank shall determine that any adjustment is appropriate, the number of Warrants held by each Warrantholder shall be adjusted accordingly.
- 5.11 In giving any certificate or making any adjustment hereunder, the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on all persons having an interest in the Warrants.
- 5.12 Notwithstanding anything herein contained, any adjustment to the number of Warrants other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and agreed to by the Company and the Approved Bank.

11. MEETINGS OF WARRANTHOLDERS AND MODIFICATIONS

- 11.1 The Deed Poll contains provisions at Schedule 2 for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution ("**Extraordinary Resolution**") of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warrantholders holding not less than 10% of the Warrants for the time being remaining unexercised (as defined in the Deed Poll). The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing over 50% of the Warrants for the time being unexercised or, at any adjourned meeting, two (2) or more persons being or representing Warrantholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll or any rights of the Warrantholders under the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period, subject to applicable laws), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than 75% or, at any adjournment of such meeting, over 50% of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warrantholders shall be binding on all Warrantholders, whether or not they are present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warrantholders.
- 11.2 Subject to applicable laws, the Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect:
- 11.2.1 any modification to the Warrants or the Deed Poll which, in its opinion, is of a formal, technical or minor nature;
- 11.2.2 any modification to the Warrants or the Deed Poll which, in its opinion, is to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or

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11.2.3 *any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST.*

Any such modification shall be binding on the Warrantholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.

11.3 *Any alteration to the terms and/or conditions of the Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.*

11.4 *Notwithstanding any other provisions as set out in the Deed Poll, any material amendment to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders must be approved by the shareholders of the Company in general meeting, except where the amendments are made pursuant to the terms and conditions of the Warrants.*

APPENDIX C

Adjustment provisions in respect of the number of New Consideration Warrants held by each Warrantholder, as set out in the New Deed Poll

Unless otherwise defined, all capitalised terms used in Appendix C shall bear the same meanings as ascribed to them in the New Deed Poll.

5. ADJUSTMENTS OF NUMBER OF WARRANTS

5.1 *The number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank. Subject to Condition 5.3, the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:*

5.1.1 *any consolidation or subdivision of Shares;*

5.1.2 *an issue by the Company of Shares to its members ("**Members**") (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); or*

5.1.3 *an offer or invitation made by the Company to its Members whereunder they may acquire or subscribe for Shares by way of a rights issue.*

5.2 *Subject to these Conditions (including Condition 5.3) and the Deed Poll, the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two or more of Conditions 5.1.1 to 5.1.3 or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Approved Bank shall determine):*

5.2.1 *If, and whenever, consolidation or subdivision of Shares occurs, the number of Warrants shall be adjusted in the following manner:*

$$\text{Adjusted number of Warrants} = \frac{B}{A} \times W$$

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision; and

W = existing number of Warrants held.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective.

5.2.2 *If, and whenever, the Company shall make any issue of Shares to its Members (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature), the number of Warrants shall be adjusted in the following manner:*

$$\text{Adjusted number of Warrants} = \frac{A + B}{A} \times W$$

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where:

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Members credited as fully paid (a) for no consideration or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); and

W = existing number of Warrants held.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “record date” in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which Members must be registered as such to participate therein.

5.2.3 *If, and whenever, the Company shall make any offer or invitation to its Members whereunder they may acquire or subscribe for Shares by way of a rights issue, then the number of Warrants held by each Warrantholder shall be adjusted in the following manner:*

$$\text{Adjusted number of Warrants} = \frac{E}{E - F} \times W$$

where:

E = the Last Dealt Price on the Market Day immediately preceding the date on which the offer or invitation referred to in this Condition 5.2.3 is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

W = existing number of Warrants held; and

F = the value of rights attributable to one (1) 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 of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights; and

H = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

For the purpose of Condition 5.2.3, “closing date” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

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- 5.3 *Notwithstanding any of the provisions hereinbefore contained, no adjustment to the number of Warrants will be required in respect of:*
- 5.3.1 *an issue by the Company of Shares to officers, including directors, or employees of the Company or any of its subsidiaries or associated companies pursuant to any purchase or option scheme or performance share plan approved by the Members in a general meeting of the Company;*
 - 5.3.2 *an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;*
 - 5.3.3 *any issue by the Company of Shares pursuant to the exercise of any of the Warrants;*
 - 5.3.4 *any other issue by the Company of Shares or securities convertible into Shares or rights to acquire or subscribe for Shares, or grant of any other interests in Shares; or*
 - 5.3.5 *any purchase by the Company of Shares.*
- 5.4 *Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants shall be made unless it is in accordance with Condition 5.2 and approval in-principle has been granted by the SGX-ST for the listing of and quotation for the additional Shares to be issued pursuant to the exercise of such additional Warrants as may be issued as a result of such adjustment.*
- 5.5 *Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the number of Warrants provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the number of Warrants should be made notwithstanding that no such adjustment is required under the said provisions, an Approved Bank will be appointed (acting as expert) to determine whether the absence of an adjustment or the adjustment (or modification or variation, if any) to be made fair and reasonable so as to restore the economic position of the Warrantholders, after the occurrence of such events or circumstances, to the same position as if the dilutive or concentrative effect of such events or circumstances had not occurred. For the avoidance of doubt, any material amendment made under Condition 5.5 to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders must be approved by the shareholders of the Company in general meeting.*
- 5.6 *Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the number of Warrants has/have been adjusted and setting forth the event giving rise to the adjustment, the number of Warrants in effect prior to such adjustment, the adjusted number of Warrants and the effective date of such adjustment and shall, at all times thereafter so long as any of the Warrants remains exercisable, make available for inspection at its registered office a certificate signed by a Director setting forth in reasonable detail particulars of the event giving rise to the adjustment, the number of Warrants in effect prior to such adjustment, the adjusted number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificate(s) for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Register.*
- 5.7 *Subject to Condition 11.4, if the Directors and the Approved Bank are unable to agree upon any adjustment required under these provisions, the Directors shall refer 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.*

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- 5.8 If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for Shares, subject to Condition 11.4, the Company shall appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank and the Directors shall determine that any adjustment is appropriate, the number of Warrants shall be adjusted accordingly.
- 5.9 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit, including but not limited to the terms and conditions as set out herein for the Warrants.
- 5.10 If the Company shall purchase or otherwise acquire Shares issued by it pursuant to the provisions of the Act, subject to Condition 11.4, the Company shall, if so required by the Warrantholders by way of an Extraordinary Resolution (as defined in the Deed Poll), appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank shall determine that any adjustment is appropriate, the number of Warrants held by each Warrantholder shall be adjusted accordingly.
- 5.11 In giving any certificate or making any adjustment hereunder, the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on all persons having an interest in the Warrants.
- 5.12 Notwithstanding anything herein contained, any adjustment to the number of Warrants other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and agreed to by the Company and the Approved Bank.

11. MEETINGS OF WARRANTHOLDERS AND MODIFICATIONS

- 11.1 The Deed Poll contains provisions at Schedule 2 for convening meetings of the Warrantholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution ("**Extraordinary Resolution**") of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warrantholders holding not less than 10% of the Warrants for the time being remaining unexercised (as defined in the Deed Poll). The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing over 50% of the Warrants for the time being unexercised or, at any adjourned meeting, two (2) or more persons being or representing Warrantholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll or any rights of the Warrantholders under the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period, subject to applicable laws), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than 75% or, at any adjournment of such meeting, over 50% of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warrantholders shall be binding on all Warrantholders, whether or not they are present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warrantholders.
- 11.2 Subject to applicable laws, the Company may, without the consent of the Warrantholders but in accordance with the terms of the Deed Poll, effect:
- 11.2.1 any modification to the Warrants or the Deed Poll which, in its opinion, is of a formal, technical or minor nature;
- 11.2.2 any modification to the Warrants or the Deed Poll which, in its opinion, is to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or

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11.2.3 *any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Shares arising from the exercise thereof or meetings of the Warrantholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST.*

Any such modification shall be binding on the Warrantholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.

11.3 *Any alteration to the terms and/or conditions of the Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.*

11.4 *Notwithstanding any other provisions as set out in the Deed Poll, any material amendment to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders must be approved by the shareholders of the Company in general meeting, except where the amendments are made pursuant to the terms and conditions of the Warrants.*

APPENDIX D

Adjustment provisions in respect of the exercise price and number of Introducer Warrants held by each Warrantholder, as set out in the Introducer Deed Poll

Unless otherwise defined, all capitalised terms used in Appendix D shall bear the same meanings as ascribed to them in the Introducer Deed Poll.

5. ADJUSTMENTS OF EXERCISE PRICE AND NUMBER OF WARRANTS

5.1 *The Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted by the Directors in consultation with an Approved Bank. Subject to Condition 5.3, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted as provided in these Conditions and the Deed Poll in all or any of the following cases:*

5.1.1 *any consolidation or subdivision of the Shares;*

5.1.2 *an issue by the Company of Shares to its members ("**Members**") (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature); or*

5.1.3 *an offer or invitation made by the Company to its Members whereunder they may acquire or subscribe for Shares by way of rights.*

5.2 *Subject to these Conditions (including Condition 5.3) and the Deed Poll, the Exercise Price and the number of Warrants held by each Warrantholder shall from time to time be adjusted in accordance with the following provisions (but so that if the event giving rise to any such adjustment shall be capable of falling within any two or more of Conditions 5.1.1 to 5.1.3 or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall be made in such manner as the Approved Bank shall determine):*

5.2.1 *If, and whenever, consolidation or subdivision of the Shares occurs, the Exercise Price and the number of Warrants shall be adjusted in the following manner:*

$$\text{New Exercise Price} = \frac{A}{B} \times X$$

$$\text{Adjusted number of Warrants} = \frac{B}{A} \times W$$

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such consolidation or subdivision;

B = the aggregate number of issued and fully paid-up Shares immediately after such consolidation or subdivision;

X = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustments will be effective from the close of the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective.

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5.2.2 If, and whenever, the Company shall make any issue of Shares to its Members (a) for which no consideration is payable or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature), the Exercise Price and the number of Warrants shall be adjusted in the following manner:

$$\begin{aligned}\text{New Exercise Price} &= \frac{A}{A + B} \times X \\ \text{Adjusted number of Warrants} &= \frac{A + B}{A} \times W\end{aligned}$$

where:

A = the aggregate number of issued and fully paid-up Shares immediately before such capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to Members credited as fully paid (a) for no consideration or (b) by way of capitalisation of profits or reserves (whether of a capital or income nature);

X = existing Exercise Price; and

W = existing number of Warrants held.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the record date for such issue.

For the purpose of this Condition 5, “**record date**” in relation to the relevant transaction means the date as at the close of business (or such other time as may be notified by the Company) on which Members must be registered as such to participate therein.

5.2.3 If, and whenever, the Company shall make any offer or invitation to its Members whereunder they may acquire or subscribe for Shares by way of rights, then the Exercise Price and the number of Warrants held by each Warrantholder shall be adjusted in the following manner:

$$\begin{aligned}\text{New Exercise Price} &= \frac{E - F}{E} \times X \\ \text{Adjusted number of Warrants} &= \frac{E}{E - F} \times W\end{aligned}$$

where:

E = the Last Dealt Price on the Market Day immediately preceding the date on which the offer or invitation referred to in this Condition 5.2.3 is publicly announced to the SGX-ST or (failing any such announcement) immediately preceding the date of the offer or invitation;

X = existing Exercise Price;

W = existing number of Warrants held; and

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F = the value of rights attributable to one (1) 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 of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares by way of rights; and

H = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share by way of rights.

Such adjustments will be effective (if appropriate, retroactively) from the commencement of the Market Day next following the closing date for such offer or invitation.

For the purpose of Condition 5.2.3, “closing date” shall mean the date by which acceptance of and payment for the Shares is to be made under the terms of such offer or invitation.

5.3 *Notwithstanding any of the provisions hereinbefore contained, no adjustment to the Exercise Price and the number of Warrants will be required in respect of:*

5.3.1 *an issue by the Company of Shares to officers, including directors, or employees of the Company or any of its subsidiaries or associated companies pursuant to any purchase or option scheme or performance share plan approved by the Members in a general meeting of the Company;*

5.3.2 *an issue by the Company of Shares in consideration or part consideration for or in connection with the acquisition of any other securities, assets or business;*

5.3.3 *any issue by the Company of Shares pursuant to the exercise of any of the Warrants;*

5.3.4 *any other issue by the Company of Shares or securities convertible into Shares or rights to acquire or subscribe for Shares, or grant of any other interests in Shares; or*

5.3.5 *any purchase by the Company of Shares.*

5.4 *Any adjustment to the Exercise Price will be rounded upwards to the nearest one (1) cent and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Exercise Price. No adjustments to the Exercise Price shall be made unless it is in accordance with Condition 5.2. No adjustment will be made to the Exercise Price in any case in which the amount by which the same would be reduced would be less than one (1) cent but any adjustment which would otherwise then be required will be carried forward and taken into account appropriately in any subsequent adjustment.*

5.5 *Any adjustment to the number of Warrants held by each Warrantholder will be rounded downwards to the nearest whole Warrant. No adjustment to the number of Warrants shall be made unless it is in accordance with Condition 5.2 and approval in-principle has been granted by the SGX-ST for the listing of and quotation for the additional Shares to be issued pursuant to the exercise of such additional Warrants as may be issued as a result of such adjustment.*

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- 5.6 Notwithstanding the provisions referred to in this Condition 5, in any circumstances where the Directors consider that any adjustments to the Exercise Price and/or the number of Warrants provided under the said provisions should not be made or should be calculated on a different basis or date or should take effect on a different date or that an adjustment to the Exercise Price and/or the number of Warrants should be made notwithstanding that no such adjustment is required under the said provisions, the Company will appoint an Approved Bank (acting as expert) to determine whether the absence of an adjustment or the adjustment (or modification or variation, if any) to be made is fair and reasonable so as to restore the economic position of the Warrantholders, after the occurrence of such events or circumstances, to the same position as if the dilutive or concentrative effect of such events or circumstances had not occurred. For the avoidance of doubt, any material amendment made under Condition 5.6 to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warrantholders must be approved by the shareholders of the Company in general meeting.
- 5.7 Whenever there is an adjustment as herein provided, the Company shall give notice to Warrantholders in accordance with Condition 12 that the Exercise Price and/or the number of Warrants has/have been adjusted and setting forth the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, at all times thereafter so long as any of the Warrants remains exercisable, make available for inspection at its registered office a certificate signed by a Director setting forth brief particulars of the event giving rise to the adjustment, the Exercise Price and/or the number of Warrants in effect prior to such adjustment, the adjusted Exercise Price and/or number of Warrants and the effective date of such adjustment and shall, on request, send a copy thereof to any Warrantholder. Whenever there is an adjustment to the number of Warrants, the Company will, as soon as practicable but not later than five (5) Market Days after the effective date of such adjustment, despatch by ordinary post Warrant Certificate(s) for the additional number of Warrants issued to each Warrantholder, at the risk and expense of that Warrantholder, at his address appearing in the Register.
- 5.8 Subject to Condition 11.4, if the Directors and the Approved Bank are unable to agree upon any adjustment required under these provisions, the Directors shall refer 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.
- 5.9 If the Company shall in any way modify the rights attached to any share or loan capital so as to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire or subscribe for Shares, subject to Condition 11.4, the Company shall appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank and the Directors shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants shall be adjusted accordingly.
- 5.10 Any new Warrants which may be issued by the Company under this Condition 5 shall be part of the series of Warrants constituted by the Deed Poll, and shall be issued subject to and with the benefit of the Deed Poll and on such terms and conditions as the Directors may from time to time think fit, including but not limited to the terms and conditions as set out herein for the Warrants.
- 5.11 If the Company shall purchase or otherwise acquire Shares issued by it pursuant to the provisions of the Act, subject to Condition 11.4, the Company shall, if so required by the Warrantholders by way of an Extraordinary Resolution (as defined in the Deed Poll), appoint an Approved Bank to consider whether any adjustment is appropriate and if such Approved Bank shall determine that any adjustment is appropriate, the Exercise Price and/or the number of Warrants held by each Warrantholder shall be adjusted accordingly.
- 5.12 In giving any certificate or making any adjustment hereunder, the Approved Bank shall be deemed to be acting as experts and not as arbitrators and in the absence of manifest error, their decision shall be conclusive and binding on all persons having an interest in the Warrants.

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- 5.13 Notwithstanding anything herein contained, any adjustment to the Exercise Price and/or the number of Warrants other than in accordance with the provisions of this Condition 5, shall be subject to the approval of the SGX-ST and agreed to by the Company and the Approved Bank.

11. MEETINGS OF WARRANTHOLDERS AND MODIFICATIONS

- 11.1 The Deed Poll contains provisions for convening meetings of the Warranholders to consider any matter affecting their interests, including the sanctioning by extraordinary resolution ("**Extraordinary Resolution**") of a modification of the Warrants or the Deed Poll. Such a meeting may be convened by the Company or by Warranholders holding not less than 10% of the Warrants for the time being remaining unexercised (as defined in the Deed Poll). The quorum at any such meeting for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing over 50% of the Warrants for the time being unexercised or, at any adjourned meeting, two (2) or more persons being or representing Warranholders whatever the number of Warrants so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Warrants or of the Deed Poll (including cancelling the subscription rights constituted by the Warrants or changing the Exercise Period, subject to applicable laws), the necessary quorum for passing an Extraordinary Resolution shall be two (2) or more persons holding or representing not less than 75% or, at any adjournment of such meeting, over 50% of the Warrants for the time being remaining unexercised. An Extraordinary Resolution duly passed at any meeting of Warranholders shall be binding on all Warranholders, whether or not they are present at the meeting. Warrants which have not been exercised but have been lodged for exercise shall not, unless and until they are withdrawn from lodgment, confer the right to attend or vote at, or join in convening, or be counted in the quorum for any meeting of Warranholders.

- 11.2 Subject to applicable laws, the Company may, without the consent of the Warranholders but in accordance with the terms of the Deed Poll, effect:

- 11.2.1 any modification to the Warrants or the Deed Poll which, in its opinion, is not materially prejudicial to the interests of the Warranholders;
- 11.2.2 any modification to the Warrants or the Deed Poll which, in its opinion, is of a formal, technical or minor nature;
- 11.2.3 any modification to the Warrants or the Deed Poll which, in its opinion, is to correct a manifest error or to comply with mandatory provisions of Singapore law; and/or
- 11.2.4 any modification to the Warrants or the Deed Poll which, in its opinion, is to vary or replace provisions relating to the transfer or exercise of the Warrants including the issue of Shares arising from the exercise thereof or meetings of the Warranholders in order to facilitate trading in or the exercise of the Warrants or in connection with the implementation and operation of the book-entry (scripless) settlement system in respect of trades of the Company's securities on the Main Board of the SGX-ST.

Any such modification shall be binding on the Warranholders and shall be notified to them in accordance with Condition 12 as soon as practicable thereafter.

- 11.3 Any alteration to the terms and/or conditions of the Warrants after the issue thereof must be approved by the SGX-ST, except where the alterations are made pursuant to the terms and conditions of the Warrants as set out in the Deed Poll.
- 11.4 Notwithstanding any other provisions as set out in the Deed Poll, any material amendment to the terms and/or conditions of the Warrants after the issue thereof to the advantage of the Warranholders must be approved by the shareholders of the Company in general meeting, except where the amendments are made pursuant to the terms and conditions of the Warrants.

NOTICE OF EXTRAORDINARY GENERAL MEETING

INTRACO LIMITED

(Company Registration Number: 196800526Z)
(Incorporated in the Republic of Singapore)

Unless otherwise defined or the context otherwise requires, all capitalised terms herein shall bear the same meaning as used in the circular dated 15 May 2022 issued by the Company (the “Circular”).

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “EGM”) of **INTRACO LIMITED** (the “Company”) will be held on 6 June 2022 at 10.00 am via electronic means for the purposes of considering and, if thought fit, passing (with or without modifications) the following ordinary resolutions:

ORDINARY RESOLUTION 1 — THE PROPOSED ACQUISITION OF 51% OF THE TOTAL ISSUED AND PAID UP SHARES OF MHC SG

That, subject to and contingent upon the passing of Ordinary Resolutions 2, 3 and 4:

- (1) approval be and is hereby given for the acquisition of 51% of the total issued and paid up share capital of MHC SG by the Company from the Sellers (and/or their respective Affiliates), in consideration for the allotment and issue to the Sellers of:
 - (A) 42,000,000 Consideration Shares at an issue price of S\$0.50 per Consideration Share, comprising 21,000,000 Consideration Shares to be issued to Carnegie (and/or, if notified by him, his Affiliates) and 21,000,000 Consideration Shares to be issued to Sergienko (and/or, if notified by him, his Affiliates); and
 - (B) 52,500,000 Consideration Warrants each carrying the right to subscribe for 1 new ordinary share in the Company, comprising 26,250,000 Consideration Warrants to be issued to Carnegie (and/or, if notified by him, his Affiliates) and 26,250,000 Consideration Warrants to be issued to Sergienko (and/or if notified by him, his Affiliates);
- (2) any director or the Chief Executive Officer of the Company be and is hereby authorised to prepare, amend, finalise, execute and deliver all such agreements, deeds, instruments and other documents, and do all such acts and things, make such arrangements and take such steps, for and on behalf of the Company, as he may consider necessary or expedient for the purposes of or in connection with this resolution; and
- (3) to the extent that any of the aforementioned acts or things have been done or undertaken, they be and are hereby ratified, approved and confirmed.

ORDINARY RESOLUTION 2 — ALLOTMENT AND ISSUE OF CONSIDERATION SHARES TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES)

That, subject to and contingent upon the passing of Ordinary Resolutions 1, 3 and 4, approval be and is hereby given for:

- (1) the allotment and issue to Carnegie (and/or, if notified by him, his Affiliates) of 21,000,000 Consideration Shares, in accordance with the terms of the Acquisition Agreement;
- (2) the allotment and issue to Sergienko (and/or, if notified by him, his Affiliates) of 21,000,000 Consideration Shares, in accordance with the terms of the Acquisition Agreement;
- (3) the allotment and issue to the Sellers (and/or, if notified by the Sellers, their respective Affiliates) of such additional Consideration Shares as may be required or permitted to be issued in accordance with the adjustment events set out in the Acquisition Agreement (any such additional Consideration Shares to rank *pari passu* with the existing Consideration Shares and for all purposes form part of the same series, save as otherwise provided in the Acquisition Agreement;

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (4) any director or the Chief Executive Officer of the Company be and is hereby authorised to prepare, amend, finalise, execute and deliver all such agreements, deeds, instruments and other documents, and do all such acts and things, make such arrangements and take such steps, for and on behalf of the Company, as he may consider necessary or expedient for the purposes of or in connection with this resolution; and
- (5) to the extent that any of the aforementioned acts or things have been done or undertaken, they be and are hereby ratified, approved and confirmed.

ORDINARY RESOLUTION 3 — ALLOTMENT AND ISSUE OF CONSIDERATION WARRANTS AND NEW CONSIDERATION WARRANTS TO THE SELLERS (AND/OR THEIR RESPECTIVE AFFILIATES) AND THE ALLOTMENT AND ISSUE OF SUCH NUMBER OF SHARES AS MAY BE REQUIRED OR PERMITTED TO BE ALLOTTED AND ISSUED UPON THE EXERCISE OF THE CONSIDERATION WARRANTS AND THE NEW CONSIDERATION WARRANTS, TO THE HOLDERS OF THE CONSIDERATION WARRANTS AND NEW CONSIDERATION WARRANTS

That, subject to and contingent upon the passing of Ordinary Resolutions 1, 2 and 4, approval be and is hereby given for:

- (6) the allotment and issue to Carnegie (and/or, if notified by him, his Affiliates) of 26,250,000 Consideration Warrants, subject to and otherwise in accordance with the terms and conditions of the Acquisition Agreement and the Deed Poll;
- (7) the allotment and issue to Sergienko (and/or, if notified by him, his Affiliates) of 26,250,000 Consideration Warrants, subject to and otherwise in accordance with the terms and conditions of the Acquisition Agreement and the Deed Poll;
- (8) the allotment and issue of such additional Consideration Warrants to the Sellers (and/or, if notified by the Sellers, their respective Affiliates) as may be required or permitted to be issued in accordance with the adjustment events as set out in the Acquisition Agreement and/or the Deed Poll (any such additional Consideration Warrants to rank *pari passu* with the existing Consideration Warrants and for all purposes to form part of the same series, save as otherwise be provided in the Deed Poll);
- (9) upon the lapsing of the Balance Consideration Warrants as at the expiry of the Exercise Period, the creation, the allotment and issue of such number of New Consideration Warrants to the Sellers (and/or, if notified by the Sellers, their respective Affiliates) which shall be equivalent to the Balance Consideration Warrants, subject to and otherwise in accordance with the terms of the New Deed Poll;
- (10) the allotment and issue of such additional New Consideration Warrants to the Sellers (and/or, if notified by the Sellers, their respective Affiliates) as may be required or permitted to be issued in accordance with the adjustment events as set out in the New Deed Poll (any such additional New Consideration Warrants to rank *pari passu* with the existing New Consideration Warrants and for all purposes to form part of the same series, save as otherwise be provided in the New Deed Poll);
- (11) the allotment and issue of, upon the exercise of the Consideration Warrants, such number of Shares to the holders of the Consideration Warrants as may be required or permitted to be allotted and issued to the relevant holder of such Consideration Warrants on the exercise of the Consideration Warrants subject to and otherwise in accordance with the Deed Poll, such Shares to be credited as fully paid when issued and ranking for any dividends, rights, allocations or other distributions, the record date for which is on or after the relevant exercise date, and subject as aforesaid, *pari passu* in all respects with the then existing Shares;
- (12) the allotment and issue of, on the same basis as sub-paragraph (11) above, such additional Shares to the holders of the Consideration Warrants as may be required to be allotted and issued on the exercise of any additional Consideration Warrants referred to in sub-paragraph (8) above, such Shares to be credited as fully paid when issued and ranking for any dividends, rights, allocations or other distributions, the record date for which is on or after the relevant exercise date, and subject as aforesaid, *pari passu* in all other respects with the then existing Shares;

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (13) the allotment and issue of, upon the exercise of the New Consideration Warrants, such number of Shares to the holders of the New Consideration Warrants as may be required or permitted to be allotted and issued to the relevant holder of such New Consideration Warrants on the exercise of the New Consideration Warrants subject to and otherwise in accordance with the New Deed Poll, such Shares to be credited as fully paid when issued and ranking for any dividends, rights, allocations or other distributions, the record date for which is on or after the relevant exercise date, and subject as aforesaid, *pari passu* in all respects with the then existing Shares;
- (14) the allotment and issue of, on the same basis as sub-paragraph (13) above, such additional Shares to the holders of the Consideration Warrants as may be required to be allotted and issued on the exercise of any additional New Consideration Warrants referred to in sub-paragraph (10) above, such Shares to be credited as fully paid when issued and ranking for any dividends, rights, allocations or other distributions, the record date for which is on or after the relevant exercise date, and subject as aforesaid, *pari passu* in all other respects with the then existing Shares;
- (15) any director or the Chief Executive Officer of the Company be and is hereby authorised to prepare, amend, finalise, execute and deliver all such agreements, deeds, instruments and other documents, and do all such acts and things, make such arrangements and take such steps, for and on behalf of the Company, as he may consider necessary or expedient for the purposes of or in connection with this resolution; and
- (16) to the extent that any of the aforementioned acts or things have been done or undertaken, they be and are hereby ratified, approved and confirmed.

ORDINARY RESOLUTION 4 — THE PROPOSED DIVERSIFICATION

That, subject to and contingent upon the passing of Ordinary Resolutions 1, 2 and 3, approval be and is hereby given for:

- (17) the diversification of the Company and the Group of its core business into businesses related to digital assets including the Proposed New Business;
- (18) the Company to be authorised to invest in, purchase or otherwise acquire or dispose of, from time to time any such assets, investments and shares/interests in any entity that is in the Proposed New Business on such terms and conditions as the Directors deem fit, and such Directors be authorised to take such steps and exercise such discretion and do all such acts or things as they deem desirable, necessary or expedient or give effect to any such investment, purchase, acquisition or disposal;
- (19) any director or the Chief Executive Officer of the Company be and is hereby authorised to prepare, amend, finalise, execute and deliver all such agreements, deeds, instruments and other documents, and do all such acts and things, make such arrangements and take such steps, for and on behalf of the Company, as he may consider necessary or expedient for the purposes of or in connection with this resolution; and
- (20) to the extent that any of the aforementioned acts or things have been done or undertaken, they be and are hereby ratified, approved and confirmed.

Shareholders should note that Ordinary Resolution 1, Ordinary Resolution 2, Ordinary Resolution 3 and Ordinary Resolution 4 are inter-conditional upon each other. This means that:

- (a) **if Ordinary Resolution 1 is not passed, Ordinary Resolutions 2, 3 and 4 would not be passed;**
- (b) **If Ordinary Resolution 2 is not passed, Ordinary Resolutions 1, 3 and 4 would not be passed;**
- (c) **if Ordinary Resolution 3 is not passed, Ordinary Resolutions 1, 2 and 4 would not be passed; and**

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (d) if Ordinary Resolution 4 is not passed, Ordinary Resolutions 1, 2 and 3 would not be passed.

ORDINARY RESOLUTION 5 — THE INTRODUCER WARRANT ISSUANCE AND THE ALLOTMENT AND ISSUE OF SUCH NUMBER OF SHARES AS MAY BE REQUIRED OR PERMITTED TO BE ALLOTTED AND ISSUED UPON THE EXERCISE OF THE INTRODUCER WARRANTS, TO THE HOLDERS OF THE INTRODUCER WARRANTS

That, approval be and is hereby given for:

- (21) the allotment and issue to the Introducer of 40,000,000 Introducer Warrants, subject to and otherwise in accordance with the terms and conditions of the Introducer Deed Poll and the Facilitation Agreement;
- (22) the allotment and issue of such additional Introducer Warrants to the Introducer as may be required or permitted to be issued in accordance with the adjustment events as set out in the Introducer Deed Poll (any such additional Introducer Warrants to rank *pari passu* with the existing Introducer Warrants and for all purposes to form part of the same series, save as otherwise be provided in the Introducer Deed Poll);
- (23) the allotment and issue of, upon the exercise of the Introducer Warrants, such number of Shares to the holders of the Introducer Warrants as may be required or permitted to be allotted and issued to the relevant holder of such Introducer Warrants on the exercise of the Introducer Warrants subject to and otherwise in accordance with the Introducer Deed Poll, such Shares to be credited as fully paid when issued and ranking for any dividends, rights, allocations or other distributions, the record date for which is on or after the relevant exercise date, and subject as aforesaid, *pari passu* in all respects with the then existing Shares;
- (24) the allotment and issue of, on the same basis as sub-paragraph (23) above, such additional Shares to the holders of the Introducer Warrants as may be required to be allotted and issued on the exercise of any additional Introducer Warrants referred to in sub-paragraph (22) above, such Shares to be credited as fully paid when issued and ranking for any dividends, rights, allocations or other distributions, the record date for which is on or after the relevant exercise date, and subject as aforesaid, *pari passu* in all other respects with the then existing Shares;
- (25) any director or the Chief Executive Officer of the Company be and is hereby authorised to prepare, amend, finalise, execute and deliver all such agreements, deeds, instruments and other documents, and do all such acts and things, make such arrangements and take such steps, for and on behalf of the Company, as he may consider necessary or expedient for the purposes of or in connection with this resolution; and
- (26) to the extent that any of the aforementioned acts or things have been done or undertaken, they be and are hereby ratified, approved and confirmed.

BY ORDER OF THE BOARD

Josephine Toh
Company Secretary

Singapore
15 May 2022

NOTICE OF EXTRAORDINARY GENERAL MEETING

IMPORTANT INFORMATION

Shareholders of the Company ("**Shareholders**") should take note of the following arrangements for the EGM:

(a) Appointment of proxy(ies)

- (i) A Shareholder who is not a relevant intermediary and entitled to attend and vote at the EGM is entitled to appoint one or two proxies to attend and vote in his/her/their/its stead. A proxy need not be a Shareholder. Where a Shareholder appoints more than one proxy, the appointments shall be invalid unless he/she/they/it specifies the proportion of his/her/their/its holding (expressed as a percentage of the whole) to be represented by each proxy.
- (ii) A Shareholder who is a relevant intermediary entitled to attend and vote at the EGM is entitled to appoint more than two proxies to attend and vote instead of the Shareholder. Each proxy must be appointed to exercise the rights attached to the shares held by such Shareholder. Where such Shareholder appoints more than one proxy, the appointments shall be invalid unless the Shareholder specifies the number of shares in relation to which each proxy has been appointed in the Proxy Form (defined below).

"Relevant intermediary" means:

- (A) a banking corporation licensed under the Banking Act 1970 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds Units in that capacity;
 - (B) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 of Singapore, and who holds Units in that capacity; or
 - (C) the Central Provident Fund Board ("**CPF Board**") established by the Central Provident Fund Act 1953 of Singapore, in respect of Units purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those Units in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
- (iii) Shareholders may also appoint Chairman of the EGM to vote in in his/her/their/its stead. The Chairman of the EGM, as a proxy, need not be a Shareholder.
 - (iv) The instrument appointing proxy(ies) (the "**Proxy Form**") must be deposited at the Share Registrar's Office at **Boardroom Corporate & Advisory Services Pte. Ltd.** at **1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** or sent by email to srs.teamc@boardroomlimited.com not less than seventy-two (72) hours before the time appointed for holding the EGM.

Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.

- (v) CPF and SRS investors should note that they (i) may vote "live" via electronic means at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or (ii) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 5.00 p.m. on 25 May 2022.

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (vi) The Proxy Form can be downloaded from SGXNet or the Company's website. In the Proxy Form, a Shareholder should indicate how he/she/it wishes to vote for or vote against or abstain from voting on the resolutions to be tabled at the EGM. A Shareholder may also appoint a proxy(ies) via the online process through the pre-registration website at <https://conveneagm.sg/intracoegm2022>.
 - (vii) The Company shall be entitled to reject a Proxy Form which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on and/or attached to the Proxy Form. In addition, in the case of a member whose shares are entered in the Depository Register, the Company may (a) may reject any Proxy Form if the Shareholder, being the appointor, is not shown to have shares entered against his or her name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by CDP to the Company; and (b) shall be entitled and bound to accept as accurate the number of shares entered against the name of that Shareholder as shown in the Depository Register as at a time not earlier than 72 hours prior to the time of the EGM, supplied by CDP to the Company and to accept as the maximum number of votes which in aggregate that Shareholder and his proxy/ies (if any) are able to cast on poll a number which is the number of shares entered against the name of that Shareholder as shown in the Depository Register, whether that number is greater or smaller than that specified by the Shareholder or in the Proxy Form.
- (b) **Attendance in Person:** The EGM will be conducted 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. Shareholders will not be able to attend the EGM physically. All Shareholders or their corporate representatives (in the case of Shareholders which are legal entities) will be able to participate in the EGM proceedings by watching a "live" webcast (the "**Live EGM Webcast**") or listen to a "live" audio feed (the "**Live EGM Audio Feed**"). Shareholders/Investors holding shares through relevant intermediaries (other than CPF/SRS investors) will not be able to pre-register for the "live" broadcast of the EGM. Such Shareholders/investors who wish to participate in the EGM proceedings should instead approach his/her relevant intermediary as soon as possible in order to make the necessary arrangements.
- (c) **Live EGM Webcast and Live EGM Audio Feed:** All Shareholders who wish to participate in the live EGM proceedings will need to pre-register at <https://conveneagm.sg/intracoegm2022> (the "**Pre-registration Link**") by 10.00 am on 3 June 2022 (the "**Registration Deadline**") for verification of their status as Shareholders (or the corporate representatives of such Shareholders) of the Company. Following successful verification, each Shareholder or its corporate representative(s) will receive an email confirmation ("**Confirmation Email**") by 10.00 am on 5 June 2022 containing instructions to access the live EGM proceedings.

Shareholders or their corporate representative(s) must not forward the abovementioned information to any other persons who are not Shareholders and who are not eligible to attend the EGM. This is also to avoid any technical disruptions to the Live EGM Webcast or Live EGM Audio Feed due to overloading.

Shareholders or their corporate representatives who have registered by the Registration Deadline but do not receive the Confirmation Email by 10.00 am on 5 June 2022 may contact the Company for assistance at +65 6586 6771 or email EGMregistration@intraco.com.

(d) **Submission of Questions:**

Shareholders, including CPF Investors and SRS Investors, can submit questions in advance of, or "live" at the EGM.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Submission of questions in advance of the EGM

Shareholders, including CPF Investors and SRS Investors, can submit questions related to the resolutions to be tabled for approval at the EGM to the Chairman of the EGM, in advance of the EGM, in the following manner:

- (a) Via pre-registration website: Shareholders who pre-register to observe and/or listen to the EGM proceedings may submit their questions via the pre-registration website at <https://conveneagm.sg/intracoegm2022>;
- (b) Via email: Shareholders may submit their questions via email to questions@intraco.com; and/or
- (c) By post: Shareholders may submit their questions to the Company's registered office at 60 Albert Street, #07-01, OG Albert Complex, Singapore 189969.

When sending in questions via email or by post, please also provide the following details: (a) full name; (b) address; and (c) the manner in which the Shares are held (e.g. via CDP, CPF, SRS and/or scrip).

Deadline to submit questions in advance of the EGM

All questions submitted in advance of the EGM via any of the above channels must be received by 10.00 am on 30 May 2022.

Pre-register to ask questions "live" at the EGM

Shareholders (including CPF and SRS investors) and, where applicable, appointed proxy(ies), can also ask the Chairman of the EGM questions related to the resolutions to be tabled for approval at the EGM, "live" at the EGM, by typing in and submitting their questions via the online platform hosting the audio-visual webcast and audio-only stream.

Shareholders (including CPF and SRS investors), and where applicable, appointed proxy(ies), who wish to ask questions "live" at the EGM must first pre-register at the pre-registration website at <https://conveneagm.sg/intracoegm2022>.

Addressing questions

The Company will endeavour to address substantial and relevant questions (as may be determined by the Company at its sole discretion) received from Shareholders, as well as those received "live" at the EGM itself, during the EGM through the "live" audio-visual webcast and "live" audio-only stream of the EGM proceedings. Where substantially similar questions are received, the Company will consolidate such questions and consequently not all questions may be individually addressed.

The Company will publish the minutes of the EGM on SGXNet and on the Company's website within one (1) month from the date of the EGM, and the minutes will include the responses to substantial and relevant questions from Shareholders which are addressed during the EGM.

(e) Voting

Shareholders who wish to exercise their voting rights at the EGM may:

- (i) (where such shareholders are individuals) vote "live" via electronic means at the EGM or (where such shareholders are individuals or corporates) appoint a proxy(ies) (other than the Chairman of the EGM) to vote "live" via electronic means at the EGM on their behalf; or
- (ii) (where such shareholders are individuals or corporates) appoint the Chairman of the EGM as their proxy via the Proxy Form to vote on their behalf at the EGM.

Pre-registration to vote "live" at the EGM

Shareholders (including CPF and SRS investors) and, where applicable appointed proxy(ies), who wish to vote "live" at the EGM must first pre-register at the pre-registration website at <https://conveneagm.sg/intracoegm2022>.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Access to documents or information relating to the EGM

All documents and information relating to the business of the EGM (including the Circular and the Proxy Form) have been published on SGXNet (www.sgx.com) and the Company's website at www.intraco.com. Printed copies will not be sent to Shareholders.

Further Updates

In view of the evolving COVID-19 situation, the Company reserves the right to take such further precautionary measures as may be appropriate up to the date of the EGM, including any precautionary measures required or recommended by government agencies, in order to curb the spread of COVID-19. Shareholders should continually check for announcements by the Company for updates on the EGM. The Company would like to thank all Shareholders for their patience and co-operation in enabling the Company to continue holding its EGM amidst the COVID-19 situation.

KEY DATES/DEADLINES

In summary, the key dates/deadlines which shareholders should take note of are set out in the table below:

Key Dates	Actions
15 May 2022	Shareholders may begin to pre-register for the real-time remote electronic voting and real-time electronic communication at https://conveneagm.sg/intracoegm2022 and follow the instructions in the link.
5.00 p.m. on 25 May 2022	Deadline for CPF or SRS investors who wish to appoint proxy(ies) to approach their respective CPF Agent Banks or SRS Operators to submit their votes.
10.00 a.m. on 30 May 2022	Deadline for shareholders to submit their questions via pre-registration website at https://conveneagm.sg/intracoegm2022 or email at questions@intraco.com or by post to the Company's registered office at 60 Albert Street, #07-01, OG Albert Complex, Singapore 189969
10.00 a.m. on 3 June 2022	Deadline for shareholders to: - pre-register for the real-time remote electronic voting and real-time electronic communication - submit proxy forms to srs.teamc@boardroomlimited.com
10.00 a.m. on 5 June 2022	Authenticated shareholders would have received a Confirmation Email containing instructions to access the EGM proceedings. Shareholders who did not receive the Confirmation Email by 10.00 a.m. on 5 June 2022, but have registered by the pre-registration deadline should contact the Company for assistance at +65 6586 6771 or email EGMregistration@intraco.com (between 10.00 a.m. and 5.00 p.m. on 5 June 2022).
Date and Time of EGM – 10.00 a.m. on 6 June 2022	For the real-time remote electronic voting and real-time electronic communication: Authenticated shareholders may login to the URL with the log-in and password contained in the Confirmation Email at https://conveneagm.sg/intracoegm2022 and follow the instructions in the link. Shareholders (including CPF and SRS Investors) or, where applicable, their appointed proxy(ies) must access the EGM proceedings via the "live" audio-visual webcast in order to ask questions and vote "live" at the EGM.

For further information or enquiries, shareholders may email the Company at EGMregistration@intraco.com for assistance.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Personal Data Privacy

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

- (i) the processing and administration by the Company (or its agents or service providers) of proxy forms appointing a proxy for the EGM (including any adjournment thereof);
- (ii) the processing of the pre-registration for purposes of granting access to members (or their corporate representatives in the case of members which are legal entities) to the live webcast or live audio feed of the EGM proceedings and providing them with any technical assistance where necessary;
- (iii) addressing relevant and substantial questions from members received before or during the EGM and if necessary, following up with the relevant members in relation to such questions;
- (iv) the 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, regulations and/or guidelines.

PROXY FORM



INTRACO LIMITED

(Incorporated in Singapore)

(Company Registration No. 196800526Z)

PROXY FORM

EXTRAORDINARY GENERAL MEETING

IMPORTANT:

Note: This Proxy Form may be accessed at Intraco Limited's website at www.intraco.com and also on the website of the SGX-ST at <https://www.sgx.com/securities/company-announcements>

1. A relevant intermediary may appoint more than two proxies to attend and vote at the Extraordinary General Meeting (please see Note 2 for the definition of "relevant intermediary").
2. For CPF/SRS investors who have used their CPF monies to buy INTRACO Limited's shares, this Proxy Form is not valid for use by CPF/SRS investors and shall be ineffective for all intents and purposes if used or purported to be used by them. CPF/SRS investors should contact their respective Agent Banks/SRS Operators if they have any queries regarding their appointment as proxies.
3. **PLEASE READ THE NOTES TO THE PROXY FORM.**

Personal Data Privacy

By submitting an instrument appointing the Chairman of the Meeting as Proxy, the Member accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 15 May 2022.

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

of _____ (Address)

being a member/members of **INTRACO Limited** (the "Company"), hereby appoint:

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

and/or (delete as appropriate)

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

or failing *him/her/they, the **Chairman of the Extraordinary General Meeting** (the "Meeting") as *my/our *proxy/proxies to vote for *me/us on *my/our behalf at the Meeting of the Company ("Meeting") to be held by electronic means on Monday, 6 June 2022 at 10.00 am and at any adjournment thereof.

*I/We direct *my/our *proxy/proxies to vote for, against or abstain from voting on the Resolutions proposed at the Meeting as indicated hereunder. If no specific direction as to voting is given or in the event of any other matter arising at the Meeting and at any adjournment thereof, the *proxy/proxies will vote or abstain from voting at *his/her/their discretion.

Voting will be conducted by poll. If you wish exercise all your votes "For", "Against" or "Abstain", please tick (✓) within the relevant box provided. Alternatively, please indicate the number of votes as appropriate.

No.	Resolutions relating to:	No. of Votes For	No. of Votes Against	No. of Votes Abstain
1.	The Proposed Acquisition of 51% of the Total Issued and Paid Up Shares of MHC SG			
2.	Allotment and Issue of Consideration Shares to the Sellers (and/or Their Respective Affiliates)			
3.	Allotment and Issue of Consideration Warrants and New Consideration Warrants to the Sellers (and/or Their Respective Affiliates) and the allotment and issue of such number of shares as may be required or permitted to be allotted and issued upon the exercise of the Consideration Warrants and the New Consideration Warrants, to the holders of the Consideration Warrants and New Consideration Warrants			
4.	The Proposed Diversification			
5.	The Introducer Warrant Issuance and the allotment and issue of such number of shares as may be required or permitted to be allotted and issued upon the exercise of the Introducer Warrants, to the holders of the Introducer Warrants			

*Delete where inapplicable

Dated this _____ day of _____ 2022

Contact Number of Member(s): _____

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

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

IMPORTANT: PLEASE READ NOTES OVERLEAF



PROXY FORM

Notes to the Proxy Form:

1. A shareholder of INTRACO Limited (“**Shareholder**”) who is not a relevant intermediary and entitled to attend and vote at the Meeting is entitled to appoint one or two proxies to attend and vote in his/her/their/its stead. A proxy need not be a Shareholder. Where a Shareholder appoints more than one proxy, the appointments shall be invalid unless he/she/they/it specifies the proportion of his/her/their/its shareholding (expressed as a percentage of the whole) to be represented by each proxy.
2. A Shareholder who is a relevant intermediary entitled to attend and vote at the Meeting is entitled to appoint more than two proxies to attend and vote instead of the Shareholder, but each proxy must be appointed to exercise the rights attached to a different Share or Shares held by such Shareholder. Where such Shareholder appoints more than one proxy, the appointments shall be invalid unless the Shareholder specifies the number of Shares in relation to which each proxy has been appointed in the Proxy Form (defined below).

“**Relevant intermediary**” means:

- (a) a banking corporation licensed under the Banking Act 1970 of Singapore, or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
 - (b) a person holding a capital markets services licence to provide custodial services for securities under the Securities and Futures Act 2001 of Singapore, and who holds shares in that capacity; or
 - (c) the Central Provident Fund Board (“**CPF Board**”) established by the Central Provident Fund Act 1953 of Singapore, in respect of shares purchased under the subsidiary legislation made under that Act providing for the making of investments from the contributions and interest standing to the credit of members of the Central Provident Fund, if the CPF Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
3. Shareholders may also appoint Chairman of the Meeting to vote in in his/her/their/its stead. The Chairman of the Meeting, as a proxy, need not be a Shareholder.
 4. A Shareholder should insert the total number of Shares held in the Proxy Form. If the Shareholder has Shares entered against his/her/their/its name in the Depository Register maintained by The Central Depository (Pte) Limited (“**CDP**”), he/she/they/it should insert that number of Shares. If the Shareholder has Shares registered in his/her/their/its name in the Register of Members, he/she/they/it should insert that number of Shares. If the Shareholder has Shares entered against his/her/their/its name in the said Depository Register and Shares registered in his/her/their/its name in the Register of Members, he/she/they/it should insert the aggregate number of Shares entered against his/her/their/its name in the Depository Register and registered in his/her/their/its name in the Register of Members. If no number is inserted, the Proxy Form will be deemed to relate to all the Shares held by the Shareholder.
 5. The instrument appointing proxy(ies) (the “**Proxy Form**”) must be deposited at the Share Registrar’s Office at **Boardroom Corporate & Advisory Services Pte. Ltd. at 1 Harbourfront Avenue, #14-07 Keppel Bay Tower, Singapore 098632** or sent by email to srs.teamc@boardroomlimited.com not less than 72 hours before the time appointed for holding the Meeting.

Shareholders are strongly encouraged to submit completed Proxy Forms electronically via email.

6. The Proxy Form must be executed under the hand of the appointor or of his or her attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of an officer or attorney duly authorised. Where the Proxy Form is executed by an attorney on behalf of the appointor, the letter or power of attorney or a notorially certified copy thereof must be lodged with the Proxy Form, failing which the Proxy Form may be treated as invalid.
7. Completion and return of this instrument appointing a proxy or proxies shall not preclude a Shareholder from attending and voting at the Meeting. Any appointment of a proxy or proxies shall be deemed to be revoked if a Shareholder attends the Meeting, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy to the Meeting.
8. The Company shall have the right to reject any Proxy Form which is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the Proxy Form. In addition, in the case of shares entered in the Depository Register, the Company (a) may reject any Proxy Form if the Shareholder, being the appointor, is not shown to have shares entered against his or her name in the Depository Register as at 72 hours before the time appointed for holding the Meeting, as certified by CDP to the Company; and (b) shall be entitled and bound to accept as accurate the number of shares entered against the name of that Shareholder as shown in the Depository Register as at a time not earlier than 72 hours prior to the time of the Meeting, supplied by CDP to the Company and to accept as the maximum number of votes which in aggregate that Shareholder and his proxy/ies (if any) are able to cast on poll a number which is the number of shares entered against the name of that Shareholder as shown in the Depository Register, whether that number is greater or smaller than that specified by the Shareholder or in the Proxy Form.
9. All Shareholders will be bound by the outcome of the Meeting regardless of whether they have attended or voted at the Meeting.
10. Personal data privacy: By submitting an instrument appointing proxy(ies) to vote at the Meeting and/or any adjournment thereof, all Shareholders accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 15 May 2022.