

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation

Our Company was incorporated in Singapore under the Singapore Companies Act as a private limited company under the name of "Hengxin International Pte. Ltd." on 18 November 2004. We changed our name to "Hengxin Technology Pte. Ltd." on 18 November 2005. On 12 January 2006, we further changed our name to "Hengxin Technology Ltd." in connection with our Company's conversion to a public company limited by shares. Our Company has registered a place of business in Hong Kong at 2201-03, 22nd Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong and was registered on 6 August 2010 as an overseas company in Hong Kong under Part XI of the Companies Ordinance with its trading name for carrying on business in Hong Kong as "HX Singapore Ltd.". Ms. Wong Wai Han, our authorised representative for the purposes of Part XI of the Companies Ordinance, has been appointed as our agent for the acceptance of service of process and notices on our behalf in Hong Kong. Our address for service of process and notices in Hong Kong is 2201-03, 22nd Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong. As our Company was incorporated in Singapore, it operates subject to the Singapore Companies Act and to its constitution comprising the memorandum of association of our Company and the Articles. A summary of various provisions of the memorandum of association of our Company and the Articles and certain relevant aspects of the Singapore Companies Act are set out in Appendix IV and Appendix V respectively to this document.

Our registered office is at 10 Anson Road, #15-07 International Plaza, Singapore 079903, and our headquarter and principal place of business in the PRC is located at No. 138 Taodu Road, Dingshu Town, Yixing City, Jiangsu Province, the PRC.

2. Changes in share capital of our Group

(a) *Our Company*

- As at the date of incorporation of our Company on 18 November 2004, the authorized share capital of our Company was S\$100 divided into 100 ordinary shares of par value of S\$1.00 each. Two shares was issued to Mr. Shen Mingquan, which were subsequently transferred to Siskin Investments Ltd.
- At an extraordinary general meeting of our Company held on 22 June 2005, our then shareholder approved, inter alia, the authorized share capital of our Company was increased to S\$100,000 divided in 100,000 ordinary shares of par value of S\$1.00 each. The Company issued and allotted 3,675 shares to Siskin Investments Ltd., 4,823 shares to Kingever and 1,500 shares to Wellahead, on the same date.
- At an extraordinary general meeting held on 9 January 2006, our then Shareholders approved, inter alia, the authorised share capital of our Company was increased to S\$50,000,000 divided into 50,000,000 ordinary shares of par value of S\$1.00 each.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- The Singapore Companies Act was amended to abolish the concepts of par value, authorised share capital, share premium, capital redemption reserve and share discounts, effective from 30 January 2006.
- At an extraordinary general meeting held on 9 February 2006, our then Shareholders approved, inter alia, (i) the issue of 10,692,800 new shares at an issue price of S\$1.00 each in the capital of our Company prior to the invitation by way of capitalising the advances from the then shareholders of our Company, by which our Company issued and allotted 5,157,137 shares, 1,603,920 shares and 3,931,743 shares to Kingever, Wellahead and Siskin Investments Ltd. respectively; (ii) the bonus issue of 6,098,544 shares in the capital of our Company to 17 shareholders prior to the invitation by way of capitalising the retained earnings of our Company; (iii) issue of 1,919,232 shares and 1,439,424 shares respectively in the capital of our Company to Achieve New Investments Limited and New Bright Assets Management Limited as the pre-IPO investors at a subscription price of S\$1.70 per new share, upon conversion of convertible loans pursuant to the convertible loan agreement dated 14 March 2005 between, among others, our Company, Achieve New Investments Limited and New Bright Assets Limited; (iv) the sub-division of every 8 shares in the then existing issued and paid-up share capital into 100 shares; and (v) issue of 84,000,000 new shares pursuant to invitation by our Company to the public to subscribe at the issue price of S\$0.25 for each new share.
- On 11 May 2006, an aggregate of 336,000,000 Shares were listed on the SGX-ST for trading.
- Immediately upon completion of the [●] will be issued fully paid or credited as fully paid.

Save as disclosed above and the trading of Shares on SGX-ST, there has been no alteration in the share capital of our Company and the Shares held by Kingever and Wellahead respectively within two years preceding the date of this document.

(b) Our subsidiaries

Further information of our subsidiaries is set forth in the accountants' report, the text of which is set forth in Appendix I to this document.

The following alterations in the share capital of our subsidiaries have taken place within two years immediately preceding the date of this document:

Hengxin (Jiangsu)

- On 18 August 2008, the board of directors of Hengxin (Jiangsu) resolved to increase the registered capital of Hengxin (Jiangsu) from US\$20,000,000 to US\$30,000,000.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- On 1 June 2009, the board of directors of Hengxin (Jiangsu) resolved to increase the registered capital of Hengxin (Jiangsu) from US\$30,000,000 to US\$48,000,000.

Hengxin (India)

- Hengxin (India) was incorporated under the laws of India with limited liability on 10 June 2009 with an authorised share capital of INR 100,000 divided into 10,000 of equity shares of INR 10 each. Pursuant to the incorporation of the Hengxin (India), 7,000 equity shares of Hengxin (India) and 3,000 equity shares of Hengxin (India) were subscribed by Mr. Sunil Kumer Tater and Mr. Ankur Sushil Agrawal respectively.
- On 8 July 2009, upon acquisition of the 10,000 of equity shares in Hengxin (India) from Mr. Sunil Kumer Tater and Mr. Ankur Sushil Agrawal, the two subscribers, our Company held 9,900 of equity shares of Hengxin (India), while Mr. Leow Chin Boon, our chief financial officer, held 100 of equity shares of Hengxin (India) who does not have any beneficial interest in the shares and holds the shares on behalf of our Company. The beneficial interest in the shares held by Mr. Leow Chin Boon lies with our Company. The Companies Act of India, 1956 requires a company incorporated in India to have a minimum of 2 shareholders.
- On 26 June 2009, the authorised capital of Hengxin (India) was increased from INR 100,000 to INR 500,000.
- On 28 July 2009, the authorised capital of Hengxin (India) was increased from INR 500,000 to INR 2,500,000.
- On 30 July 2009, the paid-up capital of Hengxin (India) was increased by INR 2,300,000 to INR 2,400,000 and such increase was solely contributed by our Company in cash.
- On 9 March 2010, the authorised capital of Hengxin (India) was further increased from INR 2,500,000 to INR 10,000,000.
- On 30 March 2010, the paid-up capital of Hengxin (India) was increased by INR 7,122,000 to INR 9,522,000 and solely contributed by our Company in cash.

Save as disclosed above, there has been no other alterations in the share capital of the subsidiary of our Company within two years preceding the date of this document.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

3. Resolutions of our Shareholders passed at our Company's general meetings on 29 April 2010 and 27 October 2010

At the annual general meeting of our Company held on 29 April 2010, resolutions of Shareholders were passed pursuant to which, amongst other things, approval was given to our Directors at any time to such persons and upon such terms and for such purposes as our Directors may in their absolute discretion deem fit, to:

- (a) [●]
- (b) Renewal of share purchase mandate
 - (i) for the purposes of Sections 76C of the Singapore Companies Act, our Directors are authorized to make purchase or otherwise acquire the Shares from time to time by way of market purchases or off-market purchases on an equal access schemes of up to 10% of the total issued Shares as at the date of the last annual general meeting, held before the resolution authorizing such share purchase mandate is passed or as at the date of the resolution authorizing the share purchase mandate is passed, whichever is higher, excluding treasury shares at the price up to the Maximum Price (as hereafter defined), in accordance with any equal access scheme(s) as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Singapore Companies Act, and otherwise in accordance with all laws, regulations and rules of the SGX-ST as may for the time being be applicable, be and is hereby authorised and approved generally and unconditionally; and
 - (ii) unless revoked or varied by our Company in general meeting, the authority conferred on the Directors of our Company pursuant to the share purchase mandate may be exercised by our Directors at any time and from time to time during the period commencing from the date of the passing of the resolution (i.e. 29 April 2010 and expiring on the earlier of, (i) the date of the next annual general meeting of our Company or required by law to be held; or (ii) the date on which the Share purchases are carried out to the full extent mandate; or (iii) the date on which the authority conferred by such share purchase mandate is revoked or varied by the Shareholders of our Company in general meeting.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

"Maximum Price" in relation to a Share to be purchased or acquired, means the purchase price (excluding brokerage, stamp duties, commission, applicable goods and services tax and other related expenses) which shall not exceed (i) in the case of a market purchase, one hundred and five per cent. (105%) of the average closing price; and (ii) in the case of an off-market purchase, one hundred and twenty per cent. (120%) of the average closing price. For this purpose, the average closing market price is the average of the closing prices of the Shares transacted on the SGX-ST over the last five (5) market days, on which transactions in the Shares are recorded, immediately preceding the date of the market purchase by our Company or, as the case may be, the date of the making of the offer pursuant to the off-market purchase pursuant to the equal access scheme, and deemed to be adjusted in accordance with the listing rules for any corporate action that occurs after the relevant five (5) day period.

At an extraordinary general meeting of our Company held on 27 October 2010, resolutions of Shareholders were passed pursuant to which, amongst other things;

B. FURTHER INFORMATION ABOUT THE BUSINESS OF OUR GROUP

1. Summary of material contracts

We have entered into the following contracts (not being entered into in the ordinary course of business) within the two years immediately preceding the date of this document that are or may be material:

- (a) Deed of non-competition in Chinese dated [●] entered into between our Company and Mr. Cui and Kingever, details of which have been set out under the paragraph headed "Deed of Non-Competition" in the section headed [●] of this document; and
- (b) the [●].




APPENDIX VI

STATUTORY AND GENERAL INFORMATION

2. Intellectual property

(a) Trademark

As at the [●], we have the following registered trademarks:

Trademark	Place of registration	Class	Registration number	Effective period
	PRC	9	3854562	14 January 2006 to 13 January 2016
<i>HonSun</i>	PRC	9	3921055	28 June 2006 to 27 June 2016
<i>HongSun</i>	PRC	9	3921056	14 April 2006 to 13 April 2016
	PRC	9	5158591	7 November 2009 to 6 November 2019
<i>HongSun</i>	Singapore	9	T0500744Z	24 January 2005 to 23 January 2015
	Singapore	9	T0601499G	25 January 2006 to 24 January 2016

As at the [●], we have applied for registration of the following trademarks, but registration of the same has not been granted:

Trademark	Place of application	Class	Application date	Application number
<i>HongSun</i>	India	9	31 December 2007	1636410
	India	9	31 December 2007	1636411
HENGXIN TECHNOLOGY	India	9	31 December 2007	1636412
	India	9	24 May 2010	1970273
	Singapore	9	20 May 2010	T1006418
	Hong Kong	9	6 August 2010	301683522

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(b) Patent

As at the [●], we owned the following registered patents:

Title of patent	Place of registration	Patent number	Duration of validity
Corrugated pipe external conductor RF coaxial cable connector (波紋銅管外導體射頻同軸連接器)	PRC	ZL200420054213.4	9 December 2004 to 8 December 2014
Smooth corrugated pipe internal conductor RF coaxial cable connector (光滑銅管內導體射頻同軸電纜連接器)	PRC	ZL200420054212.X	9 December 2004 to 8 December 2014
Coaxial cable for signal transmission with thick insulation layer (厚絕緣信號傳輸用同軸電纜)	PRC	ZL200520140660.6	29 December 2005 to 28 December 2015
Improved 7/8" corrugated pipe outer conductor RF coaxial cables (改良的 7/8" 波紋管外導體射頻同軸電纜)	PRC	ZL200420054214.9	9 December 2004 to 8 December 2014
Numerically-controlled tool cart for machining parts automatic feeding device (數控機床車加工零件棒料自動送料裝置)	PRC	ZL200620077976.X	18 September 2006 to 17 September 2016
Third generation mobile communications coaxial cable (第三代移動通信用同軸電纜)	PRC	ZL200720038601.7	9 July 2007 to 8 July 2017
RF coaxial cable connector ramp angular plate (射頻同軸電纜連接器電纜連接斜面量角板)	PRC	ZL200620077927.6	13 September 2006 to 12 September 2016
RF coaxial cable series for mobile communications (移動通信用射頻同軸電纜)	PRC	ZL200820030890.0	14 January 2008 to 13 January 2018
Cable Box (電纜包裝盒)	PRC	ZL200820038241.5	14 June 2008 to 13 June 2018
RF coaxial cable production connecting rod for mobile communications (移動通信用射頻同軸電纜生產連接杆)	PRC	ZL200820216136.6	17 November 2008 to 16 November 2018
Cable Box (電纜包裝盒)	PRC	ZL200830036992.9	10 June 2008 to 9 June 2018
Connector for RF coaxial cable PRC (射頻同軸電纜用連接器)	PRC	ZL200920283149.X	29 December 2009 to 28 December 2019
Physically foaming insulated coaxial cables and tools for telecommunications (移動通信用皺紋管外導體射頻同軸電纜)	PRC	Z200610161279.7	8 December 2006 to 7 December 2026
Stripping device for coaxial cable (同軸電纜連接用剝線器)	PRC	Z201020022694.6	13 January 2010 to 12 January 2020
Cable clip for RF coaxial cable (射頻同軸連接電纜夾)	PRC	Z201020022695.0	13 January 2010 to 12 January 2020

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

As at the [●], we have applied for registration of the following patents, but registration of the same has not yet been granted:

Title of patent	Place of application	Application date	Application number
Numerically-controlled tool cart for machining parts and angular automatic feeding device (數控機床車加工零件棒料自動送料方法及裝置)	PRC	18 September 2006	200610041588.0
Wrinkled external leaky RF coaxial cable series for mobile communications (移動通信用皺紋管外導體漏泄射頻同軸電纜)	PRC	8 December 2006	200610161278.2
Physically foamed dielectric RF coaxial cables series and process for mobile communications (移動通信用物理發泡絕緣同軸電纜及製備)	PRC	8 December 2006	200610161280.X

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Title of patent	Place of application	Application date	Application number
3G coaxial cable and clustering method for telecommunications (第三代移動通信用同軸電纜及集束絞合方法)	PRC	9 July 2007	200710025181.3
RF coaxial cable and its production method for telecommunications (移動通信用射頻同軸電纜及製備方法)	PRC	14 January 2008	200810019162.4
Feeder fixture (一種饋線卡具)	PRC	7 July 2010	201020252143.9

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(c) *Domain names*

As at the [●], we have registered the following domain names:

Domain name	Date of registration	Expiry date
www.hengxin.com.sg	14 December 2005	14 December 2010
www.hengxin.com	26 September 2000	26 September 2019

3. Further information about our Subsidiaries

(a) *Hengxin (Jiangsu)*

- (i) nature of the company: Wholly-foreign owned enterprise
- (ii) incorporation date: 26 June 2003
- (iii) term of business operation: commencing on 26 June 2003 and expiring on 23 December 2054
- (iv) registered capital: US\$48,000,000
- (v) total investment: US\$85,000,000
- (vi) shareholders: The Company
- (vii) legal representative: Cui Genxiang
- (viii) scope of business: Research, design, development, manufacture and packaging services of communications and technological products (where there is specific regulations by the State, such business may be carried out subject to approval), production of RF coaxial cables, RF cables for mobile communications, mobile communications system exchange equipment (including connectors, antennas, lightning arresters, receivers and transmitters, etc) and wood drums (the business scope does not fall into the restricted and prohibited categories)

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(b) *Hengxin (India)*

- | | | |
|-------|---------------------------------------|--|
| (i) | nature of the company: | Private limited company |
| (ii) | incorporation date: | 10 June 2009 |
| (iii) | authorised share capital: | INR 10,000,000 divided into 1,000,000 equity shares of INR 10 each |
| (iv) | issued and paid-up capital: | INR 9,522,000 |
| (v) | attributable interest of the company: | 99.99 % held by our Company and 0.01% (100 shares) are being held by Mr. Leow Chin Boon, our chief financial officer who does not have any beneficial interest in the shares and holds the shares on behalf of our Company. The beneficial interest in the shares held by Mr. Leow Chin Boon lies with our Company |
| (vi) | principal activities: | To facilities direct sales of our Company's products to the Indian telecommunications operators. |

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND OUR [●]

1. Disclosure of interests

Directors

Immediately following completion of the [●] and the [●] (but taking no account of the options which have been or may be granted under the Share Option Scheme), the interests and short positions of our Directors and our chief executive of our Company in our Shares, underlying Shares and debentures of our Company and its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the [●] pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he or she is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be recorded in the register referred to therein or which will be required

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

to be notified to our Company and the [●] pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the [●], will be as follows:

Long positions in Shares

[●]

2. Particulars of our Directors' service contracts

(1) Executive Director

Mr. Cui entered into a service agreement with the Company on 29 April 2010, pursuant to which he has been re-designated and appointed as an executive Director and chairman, and his service agreement is of an initial period of three (3) years commencing on 1 January 2010, with an annual basic salary of [S\$120,000]. Dr. Song Haiyan has entered into a service agreement with our Company on [●], pursuant to which Dr. Song Haiyan agreed to act as an executive Directors for an initial term of three (3) years commencing on [●] Date, with an annual basic salary of [S\$60,000]. All travelling and travel-related expenses, entertainment expenses and other out-of-pocket expenses reasonably incurred by Mr. Cui and Dr. Song Haiyan during such appointment shall be borne by our Company. We shall also bear the reasonable medical expenses incurred by them in accordance with the Company's staff policy. The services agreements may be terminated by either party giving not less than six (6) months' prior notice in writing to the other, or in accordance with other terms of the service agreement.

Each of our executive Directors is entitled to the respective basic salary, subject to an annual review by the Board and the Remuneration Committee which is in line with the Company's annual year-end salary review exercise. Any increase in the Director's salary shall be subject to the approval of the Remuneration Committee.

(2) Non executive Director and independent non-executive Directors

The appointments of our non-executive Director, Ms. Zhang, and independent non-executive Directors, Mr. Tay Ah Kong Bernard, Mr. Chee Teck Kwong Patrick and Mr. Tam Chi Kwan Michael, are subject to the provisions of the Articles with regard to vacation of the office of Directors, removal and retirement by rotation of Directors. The annual fee of Ms. Zhang, our non-executive Director, is expected to be S\$[50,000], and the annual fees for Mr. Tay Ah Kong Bernard, Mr. Chee Teck Kwong Patrick and Mr. Tam Chi Kwan Michael, our independent non-executive Directors, are expected to be S\$[115,000], S\$[105,000] and S\$50,000.

Save as disclosed above, none of our Directors has or is proposed to have entered into any service contracts with any members of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

3. Directors' remuneration

- (1) Our Company determines our Directors' remuneration based on factors including, but not limited to duties, qualifications, experience and performance of our Directors. For the [●], the aggregate remuneration paid to our Directors by us or any of our subsidiaries was approximately RMB3.2 million, RMB3.5 million, RMB5.0 million and RMB1.5 million respectively.
- (2) Our Directors confirm that our Company's remuneration policies for Directors will remain the same immediately after the [●].
- (3) None of the directors or any past directors or any members of our Group was paid any sum of money for each of the three years ended 31 December 2009:
 - (a) as an inducement to join or upon joining our Company; or
 - (b) for his loss of office as a director of any member of our Group in connection with the management of the affairs of any member of our Group; or
 - (c) There was no arrangement under which a Director has waived or agreed to waive any emoluments for each of the three years ended 31 December 2009; or
 - (d) Save as disclosed above, no remuneration or benefit in kind have been made or are payable, in respect of the three years ended 31 December 2009, by our Group to or on behalf of any Directors.

4. Fees or commissions received

Save as disclosed in this document, none of our Directors or any of the persons whose names are listed in the paragraph headed "Consents" in this appendix had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group from our Group within the two years preceding the date of this document.

5. Related party transactions

Our Group had entered into related party transactions within the two years immediately preceding the date of this document as mentioned in note 31 headed "Related party transactions" of the accountants' report as set out in Appendix I to this document and the section headed "[●]" in this document.

6. Disclaimers

Save as disclosed in this document:

- (a) none of our Directors has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of our Group;

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (b) none of the experts named in the section headed "Other Information – 7. Consents of experts" in this appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) none of our Directors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (d) none of our Directors or chief executives of our Company has any interest or short position in our Shares, underlying Shares or debentures of our Company or any of its associated corporation (within the meaning of the SFO) which will have to be notified to our Company and the [●] pursuant to Divisions 7 and 8 of Part XV of the SFO or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required to be notified to our Company and the [●] pursuant to the Model Code for Securities Transactions by Directors of Listed Companies once our Shares are listed;
- (e) not taking into account of Shares which may be taken up under the [●] and [●], none of our Directors knows of any person (not being a Director or chief executive of our Company) who will, immediately following completion of the [●] and [●], have an interest or short position in our Shares or underlying Shares of our Company which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of SFO or be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of our Group;
- (f) so far as is known to our Directors, none of our Directors, their respective associates (as defined under the [●]) or shareholders of our Company who are interested in more than 5% of the issued share capital of our Company has any interests in the five largest customers or the five largest suppliers of our Group; and
- (g) none of our Directors has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)).

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

D. OTHER INFORMATION

1. Share Option Scheme

The following is a summary of the principal terms of the Share Option Scheme and adopted conditionally approved by a resolution of our Shareholders in an extraordinary general meeting held on 27 October 2010 (the "Adoption Date"):

For the purpose of this section, unless the context otherwise requires:

"[●]" has the meaning as ascribed thereto under the [●] Manual.

"[●]" means the date of grant of the Option in accordance with the Share Option Scheme;

"Grantee" means any Participant (as defined below) who accepts an offer of grant of any Option in accordance with the terms of the Share Option Scheme of (where the context so permits) a person entitled, in accordance with the laws of succession, to any Option in consequence of the death of the original Grantee;

"Options" means the options to subscribe for Shares pursuant to the Share Option Scheme; and

"Option Period" means the period of time where the Grantee may exercise the Option, which period shall not be more than 10 years from the Offer Date to be notified by the remuneration committee of our Company (the "Committee") to each Grantee which period of time shall commence on the Offer Date and expire on such earlier date as may be determined by the Committee.

(a) Who may join

The Directors may at their absolute discretion grant Options to all Directors (whether executive or non-executive and whether independent or not), any employee (whether full-time or part-time) of our Company or our Group (whether on an employment or contractual or honorary basis and whether paid or unpaid), who, in the absolute opinion of the Committee, have contributed to our Company or our Group and each of the persons mentioned above is referred to as a "Participant".

(b) Purpose of the scheme

The purpose of the Share Option Scheme is to provide the people and the parties working for the interests of our Group with an opportunity to obtain an equity interest in our Company, thus linking their interest with the interest of our Group and thereby providing them with an incentive to work better for the interest of our Group.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(c) Conditions

The Share Option Scheme is conditional upon:

[●]

(d) Duration and administration

The Share Option Scheme shall continue in force for the period commencing from the Adoption Date and expiring at the close of business on the tenth anniversary of the Adoption Date (the "Scheme Period"), after which period no further Options shall be granted but the provisions of the Share Option Scheme shall remain in full force and effect in all other respects in respect of Options remaining outstanding and exercisable on the expiry of the Scheme Period.

The Share Option Scheme shall be subject to the administration of the Committee whose decision (save as otherwise provided in the Scheme) shall be final and binding on all parties.

(e) Grant of Options

An offer of the grant of Options shall be made to a Participant in writing in such form as the Committee may from time to time determine specifying, inter alia, the maximum number of Shares in respect of which such offer is made and requiring the Participant to undertake to hold the Options on the terms of which they are to be granted and to be bound by the provisions of the Share Option Scheme and shall remain open for acceptance by the Participant to whom the offer is made for a period of twenty eight (28) days (or such other period as the Committee may determine) from the Offer Date provided that no such offer shall be open for acceptance after the expiry of the Share Option Scheme Period or after the Share Option Scheme has been terminated in accordance with the terms of the Share Option Scheme.

On and subject to the terms of the Share Option Scheme, the Committee shall be entitled at any time during the Scheme Period to offer to grant Options to any Participant as the Committee may at its absolute discretion select, and subject to such conditions and restrictions as the Committee may think fit.

An offer shall be deemed to have been accepted when the duplicate letter comprising acceptance of the Options, duly signed by the Participant, together with the remittance of S\$1.00 in favor of our Company, irrespective of the number of Shares in respect of which the Options is accepted, as consideration for the grant is received by our Company within twenty eight (28) days from the Offer Date (or such other period as the Committee may determine).

The Offer Date shall be the date on which the offer relating to such Options are duly approved by the Committee in accordance with the Share Option Scheme.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(f) Subscription price

The subscription price in respect of each share issued pursuant to the exercise of any particular Options shall be such price as the Committee may at its absolute discretion determine at the time of the grant of the relevant Options (and shall be stated in the letter containing the offer of the grant of the Options (the "Subscription Price")), but in any case the Subscription Price must be at least the highest of (i) the closing price of the Shares as stated in the [●]'s or the SGX-ST's (whichever is higher) daily quotations sheet on the Offer Date, which must be a business day; and (ii) the average closing price of the Shares as stated in the [●]'s or the SGX-ST's daily quotations sheets for the five (5) Consecutive business days immediately preceding the Offer Date (whichever is higher). For the purpose of calculating the Subscription Price where our Company has been listed for less than five (5) business days before the Offer Date, the Subscription Price shall be used as the closing price of any business day falling within the period before [●].

(g) Rights are personal to Grantee

Options shall be personal to the Grantee and shall not be assignable or transferable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (whether legal or beneficial) in favor of any third party over or in relation to any Options or enter into any agreement to do so.

(h) Exercise of Options

Subject to any condition or restriction in connection with the exercise of the Options which may be imposed by the Committee when granting the Options and other provisions of the Schemes, the Options may be exercised in whole or in part by the Grantee (or his legal personal representative) anytime after the first (1st) anniversary of the Offer Date and during the Option Period, provided that paragraph (j), (k) or (l) below have been satisfied.

(i) Grant of Options to [●]

Where a grant of Options to a Connected Person of our Company under the Share Option Scheme must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options).

Where any Options granted to a substantial shareholder (as defined in the [●]) of our Company or an independent non-executive Director or any of their respective associates would result in the number and value of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding but excluding Options which have lapsed) to such person in the 12-month period up to and including the date of such grant (i)

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

exceeding in aggregate over 0.1% of the Shares in issue; and (ii) exceeding an aggregate value, (based on the closing price of the Shares on the [●]'s daily quotations sheet at the Offer Date) in excess of HK\$5,000,000, such further grant of Options must be approved by the Shareholders by taking of a poll in a general meeting. The Company must send a circular to the Shareholders. All Connected Persons of our Company must abstain from voting (except that any Connected Person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular) at the general meeting. The circular must contain: (i) details of the number and terms (including the Subscription Price) of the Options to be granted to each Participant, which must be fixed before the general meeting concerned; (ii) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is the Grantee of the Options) to the independent Shareholders as to voting; and (iii) the information required under the relevant provisions of Chapter 17 of the [●] and the [●] Manual.

In addition, grant of Options to [●] and their associates must be approved by Shareholders, such Shareholders' resolution stating the number and terms of Options to be granted to each such Participant.

(j) Rights on ceasing employment

In the event that the Grantee ceases to be a Participant for any reason (other than on his death) including the termination of his employment or engagement with our Group on one or more of the grounds specified in (q)(vi) below, the Option granted to such Grantee will lapse on the date of such cessation (to the extent not already exercised) and will not be exercisable unless the Committee otherwise determines to grant an extension at the absolute discretion of the Committee in which event the Grantee may exercise the Option within such period of extension and up to a maximum entitlement directed at the absolute discretion of the Committee on the date of grant of extension (to the extent which has become exercisable and not already exercised) and subject to any other terms and conditions decided at the discretion of the Committee. For the avoidance of doubt, such period of extension (if any) shall be granted within and in any event ended before the expiration of the period of one month following the date of his cessation to be a Participant or the relevant Option Period, whichever is earlier.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(k) Rights on death

In the event the Grantee who is an individual dies before exercising the Option in full and none of the events which would be a ground for termination of his employment or engagement under (q)(vi) arises, the personal representative(s) of the Grantee shall be entitled to exercise the Option up to the entitlement of such Grantee as at the date of death (to the extent which has become exercisable and not already exercised) within a period of 12 months from the date of death (provided that such exercise is made during the Option Period) or such longer period as the Committee may at its absolute discretion determine.

(l) Rights on a take-over or share repurchase

If a general or partial offer, whether by way of take-over or share re-purchase offer (but other than by way of scheme of arrangement), is made to all the Shareholders (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert (within the meaning of the Hong Kong Takeovers Codes and the Singapore Code) with the offeror) and if such offer becomes or is declared unconditional prior to the expiry of the relevant Option Period, the Grantee (or his personal representative(s)) shall be entitled to exercise the Option in full (to the extent which has become exercisable on the date of the notice of the offeror and not already exercised) at any time within one (1) month after the date on which the offer becomes or is declared unconditional.

(m) Rights on a compromise or arrangement

Other than a general or partial offer by way of a scheme of arrangement contemplated under the Share Option Scheme, if a compromise or arrangement between our Company and its Shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of our Company or its amalgamation with any other company or companies, our Company shall give notice thereof to all the Grantees on the same date as it dispatches the notice which is sent to each member or creditor of our Company summoning the meeting to consider such a compromise or arrangement, and thereupon each Grantee may by notice in writing to our Company accompanied by the remittance for the full amount of the Subscription Price in respect of the relevant Option (such notice to be received by our Company not later than two (2) Business Days before the proposed meeting) exercise any of his Options (to the extent which has become exercisable and not already exercised) whether in full or in part, but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court of competent jurisdiction and becoming effective. Our Company shall as soon as possible and in any event no later than the Business Day immediately prior to the date of the proposed meeting referred to above, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise credited as fully paid and register the Grantee as holder of such Shares. Upon such

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under the Share Option Scheme. Our Company may require the Grantee (or his personal representative(s)) to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

(n) Rights on winding-up by court order

If a notice is given by our Company to the Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith after it despatches such notice to each member of our Company give notice thereof to all the Grantees and thereupon, each Grantee (or his respective personal representative(s)) may, subject to the provisions of all applicable laws, by notice in writing to our Company, accompanied by the remittance for the full amount of the Subscription Price in respect of the relevant Option (such notice to be received by our Company not later than two (2) Business Days prior to the proposed general meeting of our Company) exercise the Option (to the extent which has become exercisable and not already exercised) whether in full or in part and our Company shall as soon as possible and, in any event, no later than one (1) Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue such number of Shares to the Grantee which falls to be issued on such exercise credited as fully paid and register the Grantee as holder of such Shares.

(o) Ranking of shares

The Shares to be allotted and issued upon the exercise of Options will be subject to the Articles of Association in force at that time including with respect to voting and transfer rights and rights arising on a liquidation of our Company and will rank *pari passu* in all respects with the fully paid Shares in issue as of the date of allotment and thereafter the holders thereof will be entitled to participate in all dividends or other distributions paid or made on or after the date of allotment other than any dividends or other distributions previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the date of allotment.

(p) Performance target

The Grantee will not be required to achieve, meet or exceed any performance targets before that particular Grantee can exercise the Options granted, except those otherwise imposed by the Committee pursuant to paragraph (e) above and/or stated in the offer of grant of the Options.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(q) Lapse of options

The right to exercise an Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
- (ii) the expiry of the periods referred to in paragraph (j), (k) or (m), where applicable;
- (iii) subject to the court of competent jurisdiction not making an order prohibiting the offeror from acquiring the remaining shares in the offer, the expiry of the period referred to in paragraph (l);
- (iv) subject to the scheme of arrangement becoming effective, the Grantee may thereafter (but only until such time as shall be notified by our Company, after which it shall lapse) exercise the Option (to the extent which has become exercisable and not already exercised) to its full extent or to the extent specified in such notice;
- (v) subject to the expiry of the period of extension (if any) referred to in paragraph (j), the date on which the grantee ceases to be a Participant for any reason other than his death or the termination of his employment or engagement on one or more grounds specified in (vi) below;
- (vi) the date on which the grantee of an option ceases to be a Participant by reason of the termination of his employment or engagement on grounds including, but not limited to, misconduct, bankruptcy, insolvency, and conviction of any criminal offence. For the avoidance of doubt, Options granted shall survive a Grantee's termination of employment on grounds other than the aforementioned;
- (vii) subject to paragraph (n) the date of the commencement of the winding-up of our Company;
- (viii) the date on which the grantee commits a breach of paragraph (g); or
- (ix) the date on which the option is cancelled by the Committee as set forth in paragraph (c).

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(r) *Maximum number of Shares available for subscription*

The maximum aggregate number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Share Option Scheme and any other schemes of our Company must not exceed in aggregate 15 per cent. of the Shares of our Company in issue from time to time (the "Overall Scheme Limit"). No Options may be granted under any schemes of our Company (or its subsidiaries) if such grant will result in the Overall Scheme Limit being exceeded. The total number of Shares which may be issued upon exercise of all Options to be granted under the Share Option Scheme and any other schemes must not in aggregate exceed 10 per cent. of the Shares of our Company issue on the Adoption Date (the "Scheme Mandate Limit") for this purpose. Options lapsed in accordance with the terms of the Share Option Scheme shall not be counted for the purpose of calculating the Scheme Mandate Limit.

Subject to the Overall Scheme Limit, our Company may seek approval from our Shareholders in general meeting for "refreshing" the Scheme Mandate Limit. However, the total number of Shares which may be issued upon exercise of all Options to be granted under all of the schemes of our Company under the limit as "refreshed" must not exceed 10 per cent. of the Shares in issue as of the date of approval by our Shareholders of the renewed limited (the "Refreshed Scheme Mandate Limit"); Options previously granted under any existing schemes (including those outstanding, cancelled or lapsed in accordance with the Share Option Scheme or exercised Options) shall not be counted for the purpose of calculating the Refreshed Scheme Mandate Limit. The Company must send a circular to our Shareholders containing the information required under the relevant provisions of Chapter 17 of the [●] and the [●] Manual. Subject to the Overall Scheme Limit, our Company may seek approval from our Shareholders in general meeting for "refreshing" the Scheme Mandate Limit.

Subject to the Overall Scheme Limit, our Company may seek separate approval from our Shareholders in a general meeting for granting Options to subscribe for Shares beyond the Scheme Mandate Limit or the Refreshed Scheme Mandate Limit (as the case may be) provided that the Options in excess of the Scheme Mandate Limit or the Refreshed Scheme Mandate Limit are granted only to Participants specifically identified by our Company before such approval is sought and our Company must send a circular to our Shareholders containing the information specified in the relevant provisions of the [●] and the [●] Manual. Unless approved by our Shareholders in general meeting at which the relevant Participant and his/her associates abstain from voting in the manner prescribed by the relevant provisions of Chapter 17 of the [●] and the [●] Manual, the total number of Shares issued and to be issued upon exercise of the Options granted to such Participant (including exercised, cancelled and outstanding Options) in any 12-month period must not exceed 1% of the Shares in issue (the "Individual Limit") at such time. With respect to any further grant of Options to an Participant exceeding in aggregate the

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Individual Limit, our Company must send a circular to our Shareholders and the circular must disclose the identity of the Participant, the number and terms of the Options to be granted (and Options previously granted to such Participant), and the information required under the relevant provisions of Chapter 17 of the [●] and the [●] Manual. The number and terms (including the Subscription Price) of Options to be granted to such Participant must be fixed before the general meeting at which the same are approved, and the date of the Board meeting for proposing such further grant should be taken as the Option Date for the purpose of calculating the Subscription Price.

In addition, grant of Options to [●] and their associates must be approved by our Shareholders, such Shareholders' resolution stating the number and terms of Options to be granted to reach Participant.

The aggregate number of Shares available to [●] and their associates must not exceed 25% of the maximum number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Share Option Scheme.

The aggregate number of Shares available to each [●] or his associates must not exceed 10% of the maximum number of Shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Share Option Scheme.

(s) Price sensitive information

No offer of Options shall be made after a price sensitive development has occurred or a price sensitive matter has been the subject of a decision, until such price sensitive information has been published by our Company. In particular, during the period commencing one (1) month immediately preceding the earlier of (i) the date of the Board meeting (as such date is first notified to the [●] or the SGX-ST in accordance with the [●] and the [●] Manual) for the approval of our Company's results for any year, half-year, quarterly or other interim period (whether or not required under the [●]), and (ii) the deadline of our Company to publish its interim or annual results announcement under the [●] or the [●] Manual, or quarterly or any other interim period (whether or not required under the [●] or the [●] Manual), and ending on the date of the results announcement, no Options may be granted. The period during which no Options may be granted will cover any period of delay in the publication of a results announcement.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(t) Cancellation of Options

The Committee may, with the consent of the relevant Grantee and such consent shall not be unreasonably withheld, at any time cancel any Option granted but not exercised. Where our Company cancels the Options and offers new Options to the same Option holder, the offer of such new Options may only be made under the Share Option Scheme with available Options (to the extent not yet granted and excluding the cancelled Options) within the limit approved by our Shareholders as mentioned in paragraph(s) above.

(u) Alteration of capital structure

In the event of any alteration in the capital structure of our Company whilst any Options remain exercisable, whether by way of capitalization issue, rights issue, subdivision, consolidation, or reduction of the share capital of our Company or otherwise howsoever in accordance with legal requirements and requirements of the [●]. The issue of securities as consideration for an acquisition will normally not be regarded as a circumstance requiring adjustment. Such corresponding alterations (if any) must be made in such a way that a Participant will not receive a benefit that a Shareholder does not receive, and shall be made to:

- (i) the number of Shares subject to the Options so far as unexercised; or
- (ii) the Subscription Price for the Shares subject to the Option so far as unexercised; or
- (iii) the Shares to which the Option relates; or
- (iv) the method of exercise of the Option (if applicable);

or any combination thereof, as an independent financial adviser or the auditors for the time being of our Company shall at the request of the Committee certify in writing to the Directors, either generally or as regards any particular Grantee, to be in their opinion fair and reasonable and that any such alterations shall satisfy the requirements set out in the note to Rule 17.03(13) of the [●] and shall give a Grantee the same proportion of the issued share capital of our Company as that to which the Grantee was previously entitled provided that no such alterations shall be made to the effect of which would be to enable a Share to be issued at a less than nominal value and/or cause the Grantee to receive a benefit that our Shareholders do not receive and in no event shall adjustments be made to the advantage of a Grantee without specific prior Shareholder's approval in accordance with the [●] and the [●] Manual. The capacity of the independent financial adviser or the auditors for the time being of our Company in this paragraph is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on our Company and the Grantees. The costs of the independent financial adviser or the auditors for the time being of our Company shall be borne by our Company.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(v) Alteration of Scheme

- (i) subject to (ii) below, the terms and conditions of the Share Option Scheme may be altered by resolution of the Committee in any respect, or in any way to the extent necessary to cause the Scheme to comply with any statutory provision or regulations of any regulatory or other relevant authority or body (including the SGX-ST, the [●], or any other stock exchange on which the Shares are quoted or listed), from time to time except that the provisions relating to matters contained in Rule 17.03 of the [●] and all such matters as set out in Rules 844 to 849 and 853 to 854 of the [●] Manual shall not be altered to extend the class of persons eligible for the grant of Options or to the advantage of Grantees or Participants except with the prior approval of the Shareholders in general meeting, with Grantees and their associates abstaining from voting, and no such alteration shall not operate to affect materially and adversely the terms of issue of any option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the grantees as would be required of the Shareholders under the Articles of our Company for the time being for a variation of the rights attached to the Shares;
- (ii) any alterations of the terms and conditions of the Share Option Scheme, which are of a material nature or change the authority of the Committee, shall be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme;
- (iii) the amended terms of the Share Option Scheme or the Options must still comply with the relevant requirements of Chapter 17 of the [●] and Chapter 8 of the [●] Manual. If required, no modification or alteration shall be made without the prior approval of the SGX-ST, the [●], or any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary; and
- (iv) any change to the authority of our Directors or scheme administrators, if any, in relation to any alteration to the terms of the Share Option Scheme must be approved by the Shareholders in general meeting.

Shareholders who are Grantees shall abstain from voting on any alteration to the Share Option Scheme.

(v) Termination of Scheme

Our Company by ordinary resolution in general meeting or the Committee may at any time terminate the operation of the Share Option Scheme and in such event no further Options shall be offered but in all other respects the provisions of the

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Share Option Scheme shall remain in full force and effect. Options granted prior to such termination but not exercised shall continue to be valid and exercisable subject to and in accordance with the Share Option Scheme.

2. **Litigation**

Please refer to the paragraph headed "Legal Compliance and Proceedings" under the section headed "Business" for details as to the legal proceedings involving our Group. As of the [●], no member of our Group was engaged in any litigation, arbitration or claim of material importance and no litigation, arbitration or claim of material importance was known to our Directors to be pending or threatened against any member of our Group that would have a material adverse effect on our Group's results of operations or financial condition.

3. [●]

4. **Preliminary expenses**

Our preliminary expenses are estimated to be approximately RMB30,000 and are payable by us.

5. **Promoter**

We have no promoter and no cash, securities or other benefit has been paid, allotted or given, or proposed to be paid, allotted or given, to any promoters within two years preceding the date of this document.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

6. Qualifications of experts

The following are the qualifications of the experts who have given opinion or advice which are contained in, or referred to in, this document:

Name of expert	Qualifications
[●]	

7. Consents of experts

Each of [●], Deloitte Touche Tohmatsu, Shanghai Veritas Law Corporation, WongPartnership LLP, DSK Legal and CB Richard Ellis Limited has given and has not withdrawn its consent to the issue of this document with the inclusion of its report and/or letter and/or summary of valuations and/or legal opinion (as the case may be) and/or references to its name included in the form and content in which it is respectively included.

As of the [●], none of the experts named above has any shareholding interests in our Group or the right (whether legally enforceable or not) to subscribe for or, to nominate persons to subscribe for securities in any member of our Group.

8. Estate duty

Our Directors have been advised that no material liability for estate duty is likely to fall on our Company or any of its subsidiaries under the laws of Singapore, the PRC or India, being jurisdictions in which one or more of the companies comprised the Group are incorporated.

9. Taxation of holders of Shares

(i) Hong Kong

The sale, purchase and transfer of Shares registered with the Hong Kong Branch Share Registrar will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.1% of the consideration of, if higher, of the fair value of the Shares being sold or transferred. Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

(ii) Singapore

Dividend Distributions

A one-tier corporate system took effect from 1 January 2003 under which the tax collected on corporate profits is final and Singapore dividends are tax exempt in the hands of all shareholders. There will be no tax credits attached to such dividends.

Our Company falls under the one-tier system. Thus dividends of our Company will be tax exempt to all Shareholders. The dividends will have no tax credit attached.

No withholding tax is imposed on dividend payments made, whether to resident or non-resident Shareholders.

Gains on Disposal of Ordinary Shares

Singapore does not impose tax on capital gains. However, gains arising from the disposal of the Shares (irrespective of the Shares registered with the Singapore Principal Share Registrar or the Hong Kong Branch Share Registrar) that are construed to be of an income nature will be subject to tax. Hence, any profits from the disposal of the Shares are not taxable in Singapore unless the seller is regarded as having derived gains of an income nature in Singapore, in which case the gains on disposal of the Shares would be taxable.

Similarly, if the gains are regarded by the Inland Revenue Authority of Singapore as having arisen from the carrying on of a trade or business in Singapore, such gains may be taxed as trading income.

Stamp Duty

Where existing Shares evidenced in certificated form are acquired in Singapore, stamp duty is payable on the instrument of transfer of the Shares at the rate of S\$2.00 for every S\$1,000 or any part thereof of the consideration for or market value of, the Shares, whichever is higher. The purchaser is liable for stamp duty, unless otherwise agreed.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

No stamp duty is payable if no instrument of transfer is executed (such as in the case of scripless shares, the transfer of which does not require instruments of transfer to be executed) or if the instrument of transfer is executed outside Singapore. However, stamp duty will be payable if the instrument of transfer which is executed outside Singapore is subsequently received in Singapore.

(iii) Consultation with professional advisers

Potential holders of the Shares are recommended to consult their professional advisers if they are in any doubt about the taxation implications of the subscription, holding or disposal of, dealing in, or the exercise of any rights in relation to, the Shares. It is emphasised that none of our Company, the [●], any of their respective directors, agents, employees, advisors or affiliates or any other person involved in the [●] accepts responsibility for any tax effects on, or liabilities of, any person resulting from the subscription, holding or disposal of, dealing in, or the exercise of any rights in relation to, the Shares.

10. Register of members and branch register of members

Subject to the provisions of the Singapore Companies Act, the principal register of members of our Company will be maintained in Singapore and the branch register of members of our Company will be maintained in Hong Kong. Unless the Directors otherwise agree, all transfers and other documents of title of Shares which are traded on the [●] must be lodged for registration with and registered by, Hong Kong Branch Share Registrar and may not be lodged in Singapore.

11. [●]

12. [●]

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

13. Particulars of the [●]

The particulars of the [●] are set out as follows:

[●]

14. Miscellaneous

- (1) Save as disclosed below, within the two years immediately preceding the date of this document:
 - (i) no share or loan capital of our Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
 - (ii) no share or loan capital of our Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) no founders, management or deferred shares of our Company or any of its subsidiaries have been issued or agreed to be issued;
 - (iv) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of our Company or any of its subsidiaries;
 - (v) no commission has been paid or payable (except commissions to the Underwriters) for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares in our Company; and
 - (vi) our Group has no outstanding convertible debt securities or debentures.
- (2) Save for our Company, no member of our Group is presently listed on any stock exchange or traded on any trading system.
- (3) There has not been any interruption in the business of our Group which may have or have had a significant effect on the financial position of our Group in the twelve (12) months immediately preceding the date of this document.
- (4) All necessary arrangements have been made to enable our Shares to be admitted into CCASS for clearing and settlement.
- (5) Our Directors confirm that there has not been any material adverse change in the financial or trading position or prospects of our Group since 30 September 2010 (being the end of the period reported on in the audited consolidated financial statements of our Group).