

CIRCULAR DATED 04 MARCH 2016

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

If you are in any doubt as to the contents herein or as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or any other professional adviser immediately.

If you have sold or transferred all your shares in the capital of YuuZoo Corporation Limited (the "**Company**"), please forward this Circular with the Notice of Special General Meeting immediately to the purchaser or the transferee or to the bank, stockbroker or agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the correctness of any statements made, reports contained or opinions expressed in this Circular.



YUUZOO CORPORATION LIMITED
(Company Registration Number: 36658)
(Incorporated in Bermuda)
(the "**Company**")

CIRCULAR TO SHAREHOLDERS IN RELATION TO:

- (1) THE PROPOSED ALLOTMENT AND ISSUE OF UP TO 280,000,000 ORDINARY SHARES OF THE COMPANY TO GEM GLOBAL YIELD FUND LLC SCS ("INVESTOR") FOR UP TO AN AGGREGATE OF S\$30,000,000.00, IN ACCORDANCE WITH THE AGREEMENT (AS DEFINED HEREIN); AND**
- (2) THE PROPOSED ALLOTMENT AND ISSUE OF (I) 55,000,000 WARRANTS EXERCISABLE INTO 55,000,000 SHARES ("WARRANT SHARES") AT AN EXERCISE PRICE OF S\$0.70 PER SHARE; AND (II) UP TO 55,000,000 WARRANT SHARES, EACH IN ACCORDANCE WITH THE TERMS OF THE WARRANT CONDITIONS (AS DEFINED HEREIN).**

IMPORTANT DATES AND TIMES:

Last date and time for lodgement of Proxy Form	:	19 March 2016 at 1:00 pm
Date and time of Special General Meeting	:	21 March 2016 at 1:00 pm
Place of Special General Meeting	:	Conference Room, 20 Science Park Road, Level 1 Teletech Park, Singapore 117674

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DEFINITIONS

Except where the context otherwise requires, the following definitions apply through this Circular:

- "Acquiring Entity"** : Means, in each case in relation to a Corporate Change, the person purchasing such assets or Shares or the acquiring company or successor resulting from such Corporate Change;
- "Agreement"** : The capital commitment agreement dated 4 September 2015 entered into between the Company, GEM Global Yield Fund LLC SCS and GEM Investments America LLC, as amended by the amendment agreement dated 27 November 2015 and clarification amendment dated 8 January 2016;
- "Applicable Price"** : Means, if the Company issues or sells, or in accordance with Section 7.4 of Appendix 1 is deemed to have issued or sold, any Shares (including the issue or sale of Shares owned or held by or for the account of the Company, but excluding Shares deemed to have been issued or sold by the Company upon exercise of the Warrant issued pursuant to the Agreement or in connection with any employee share option scheme approved by the board of director of the Company pursuant to which the Company's Shares may be issued to any employee, officer or director for services provided to the Company), for a consideration per Share less than either (i) the Closing Price of the Shares on the date of such issue or sale; or (ii) the Exercise Price in effect at that time, whichever being the greater;
- "Bermuda Companies Act"** : The Companies Act, 1981 of Bermuda or any statutory modification, amendment or re-enactment thereof, for the time being in force;
- "Black Scholes Value"** : Means the value of any Warrants (whether issued or to be issued) based on the Black and Scholes Option Pricing Model obtained from the "OV" function on Bloomberg reflecting (i) a risk-free interest rate corresponding to the treasury rate for a period equal to the term of such Warrants, (ii) an expected volatility equal to the greater of 60% and the 100 day volatility obtained from the HVT function on Bloomberg as of the date of calculation and (iii) the underlying price per Share used in such calculation shall be the Closing Bid Price on the date of calculation;
- "Bloomberg"** : Means Bloomberg Financial Markets;
- "Board of Directors"** : The board of directors of the Company for the time being;
- "Business Day"** : Means any day (except Saturday, Sunday or public holiday in Singapore or New York) on which banks in the city of New York and Singapore are open for business;

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- “Calculation Agent”** : Means the auditors of the Company for the time being or other public accounting firm or independent, reputable bank selected by the Company and approved by the Holder which is appointed by the Company to act as calculation agent in accordance with the Warrant Conditions from time to time;
- “Capital Distribution”** : Means, for the purposes of the Warrant Conditions and without prejudice to the generality of that phrase, (a) any distribution of assets in specie charged or provided for in the accounts for any financial period (whenever paid or made and however described other than a distribution on a winding-up, if exercise of the Warrant is no longer then permitted) but excluding (i) a distribution of assets in specie in lieu of, and to a value not exceeding, a cash dividend which would not have constituted a Capital Distribution under (b) below (and for these purposes a distribution of assets in specie includes an issue of shares or other Securities credited as fully or partly paid-up by way of capitalisation of reserves) and (ii) any issue of Shares pursuant to a Scrip Dividend Scheme in lieu of a cash dividend; and (b) any cash dividend or distribution of any kind howsoever described, charged or provided for in the accounts for any financial period (whenever paid or made and however described) unless (and to the extent that) it is paid or made out of the aggregate of the profits available for distribution in accordance with the laws of Singapore for any financial periods as shown in the audited consolidated accounts of the Company and/or the Group, including for the avoidance of doubt any profits transferred from any reserves; and for the avoidance of doubt, Capital Distribution shall not include any amounts declared, made or paid out of the Company's accumulated profits (less accumulated losses) or reserves arising on revaluation of its assets in each case which are permitted under the laws of Singapore to be so declared, distributed or made or paid but shall include any amounts of capital, share premium, capital redemption reserve of the Company;
- “CDP”** : The Central Depository (Pte) Limited;
- “Circular”** : This circular to Shareholders dated 04 March 2016;
- “Closing Bid Price”** : Means for the Shares on any day, the last closing bid price for the sale and purchase of such Shares on the SGX-ST as reported by Bloomberg. All such prices are to be appropriately adjusted for any Variation (to the extent that any such Variation shall not already be reflected in such closing bid price);
- “Closing Date”** : Means, subject to the satisfaction (or waiver by the Investor in writing) of the conditions set out in Section 3.3.2(c), the third (3rd) Trading Day following the Closing Notice Date;
- “Closing Notice Date”** : Means the Trading Day following the last Trading Day of each Evaluation Period;
- “Closing Notice”** : Means a notice issued by the Investor to the Company

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- pursuant to the Proposed Placement;
- “Closing Price”** : Means on any Trading Day, for the Shares, the last price of such Shares reported on Bloomberg at which Shares are reported to have been sold on that Trading Day;
- “Commitment Fee”** : Means the fee of S\$450,000 to be paid by the Company to GEMIA calculated as one and a half per cent (1.5%) of the Total Commitment;
- “Commitment Period”** : Means the period commencing on (and including) the date of the Agreement and expiring upon the earlier of (i) the third (3rd) anniversary of the date of the Agreement, and (ii) the date on which the aggregate of the Purchase Prices paid by or by order of the Investor for the subscription for Shares under the Agreement (but excluding any Share subscribed under any Warrant) equals the Total Commitment;
- “Companies Act”** : The Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time;
- “Company”** : YuuZoo Corporation Limited;
- “Convertible Securities”** : Means shares or Securities (other than Options) directly or indirectly convertible into or exchangeable or exercisable for Shares;
- “Corporate Change”** : Means any reorganisation, merger, reconstruction, amalgamation or sale of all or substantially all of the assets of the Company and/or the Group to another person or other transaction which in any such case is effected in such a way that holders of Shares are entitled to receive (either directly or upon subsequent liquidation) shares, Securities or assets of any person other than the Company (including, without limitation, cash) in exchange for or by way of consideration for the cancellation of, or with respect to, Shares.
- “Daily Trading Volume”** : Means, with respect to any Trading Day, the trading volume of the Shares on the SGX-ST as reported by Bloomberg, and for such purposes all odd lot trades - "D", manual trades - "M", official close - "OC", direct non-automatching transactions - "X", and any block trades of fifty thousand (50,000) Shares or more shall be excluded;
- “Daily Purchase Amount”** : Means, with respect to each Trading Day during the relevant Evaluation Period, the number of Shares which is calculated by multiplying the applicable Number of Sales Shares by one-fifteenth (1/15th), provided that the daily purchase amount shall be equal to zero (0) for any Knockout Day;
- “Determination”** : Means the issue of a certificate following a decision of the

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	Calculation Agent pursuant to the Warrant Conditions;
"EPS"	: Earnings per share;
"Evaluation Period Obligation"	: Means, with respect to any Evaluation Period, a number of Shares equal to the sum of the Daily Purchase Amount for each Trading Day during such Evaluation Period;
"Evaluation Period"	: Means a period of fifteen (15) consecutive Trading Days immediately following a Sales Notice Date provided that the Evaluation Period shall start only on receipt by the Investor of Loan Shares in respect of such Sales Notice in accordance with the Master Agreement for Share Lending Transactions;
"Exercise Price"	: Means, at the date of issue of the Warrants, S\$0.70 per Warrant Share which price may be subject to adjustments under certain circumstances set out in the Warrant Conditions;
"Expiration Date"	: Means the 5 th anniversary of the Issue Date or if such day is not a Trading Day, the immediately following Trading Day;
"GEMIA"	: GEM Investments America, LLC;
"Group"	: The Company, its subsidiaries and associated companies;
"Holder"	: Means as specified in the Warrant Certificate, the registered holder of the relevant Warrant;
"Indemnity Amount"	: Means the amount the Company shall pay to the Investor to satisfy its indemnity obligations in the event that the Company fails to deliver freely Tradable and Listed Sales Shares specified in a Closing Notice within three (3) Trading Days of a Closing Date;
"Investor"	: GEM Global Yield Fund LLC SCS;
"Issue Date"	: Means the date on which the Warrants are issued;
"Knockout Day"	: Means any Trading Day during an Evaluation Period: <ul style="list-style-type: none">(a) on which ninety per cent (90%) of the Closing Bid Price is less than the Sales Price stated in the Sales Notice last delivered by the Company under this Agreement to the Investor; or(b) during which Trading of Shares has been suspended by the SGX-ST for more than one (1) hour; or(c) in respect of which the Investor has made an election in accordance with Section 3.3.3 that such Trading

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Day is a Knockout Day;

- "Latest Practicable Date"** : 6 February 2016, being the latest practicable date prior to the printing of this Circular;
- "Liquidated Damages"** : Means, in the event that the Company fails to meet certain obligations set out in Section 3.3.2(c) the amount payable in cash by the Company to the Investor, on the first (1st) Trading Day following the date of the Investor's notice to the Company for the purpose of nullifying the relevant Sales Notice, which equal to one per cent (1%) of the product of (A) the Number of Sales Shares specified in the relevant Sales Notice and (B) the Sales Price which would be applicable if the Investor proceeded with the sale of Shares;
- "Listed"** : Means the admission to listing and permission to Trade on the main board of the SGX-ST and the terms "**List**" and "**Listed**" shall be construed accordingly;
- "Listing Manual"** : The listing manual of the SGX-ST, as amended, modified or supplemented from time to time;
- "Loan Shares"** : Means such number of Shares in aggregate equal to one hundred per cent (100%) of such Number of Sales Shares stipulated in the relevant Sales Notice lent by the Share Lender and transferred to the Investor, pursuant to and in accordance with the terms of the Master Agreement for Share Lending Transactions;
- "Master Agreement for Share Lending Transactions"** : Means the agreement to be entered into between the Share Lender and the Investor for the lending of Shares from the Share Lender to the Investor, the form of which is set out in Schedule 4 of the Agreement;
- "Material Adverse Change"** : Means either (i) the audited or unaudited accounts or the accounting records of the Company and/or the Group contain a material inaccuracy or misstatement or otherwise fail to accurately reflect the financial or business condition of the Company and/or the Group as of the date on which such accounts or accounting records were prepared or in respect of the period to which such accounts and records relate; or (ii) the Shares of the Company cease to be listed on the SGX-ST; or (iii) the Trading of the Shares is suspended continuously for more than five (5) Trading Days (without the written consent of the Investor); or (iv) the Company has failed to make, file or furnish any material announcements, circulars, offering memoranda, prospectus, instruments, documents or other material information to or with the SGX-ST or required by any other governmental or regulatory body or otherwise as required by the listing rules or any applicable law or governmental or other regulation to which the

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Company is subject; or (v) any information in relation to the financial or business condition of the Company and/or its Subsidiaries contained in any announcements, circulars, offering memoranda or prospectus or any other public documents issued by the Company and/or the Group is or has become incorrect, untrue or misleading in any material respects; or (vi) there has been any material change in the nature of the business activities of the Company and/or the Group since the date of the Agreement (including where the business of the Company and/or the Group has not been carried on in the ordinary and usual way); or (vii) any Material Adverse Effect on the business, operations, assets, liabilities, properties, financial condition or performance, profits, losses or prospects of the Company and/or the Group, if any, taken as a whole, or (viii) any Material Adverse Effect on the Shares, or on the authority or ability of the Company to perform its obligations in respect of this Agreement, the Warrants or the Shares (as the case may be);

“Material Adverse Effect” : Means any effect, whether financial or otherwise, which, individually or taken as a whole, could reasonably be expected to be material and adverse to a person and/or any condition, circumstance or situation that would prohibit or otherwise interfere with the ability of a party to the Agreement or the Master Agreement for Share Lending Transactions to enter into and perform any of its obligations under such agreement in any material respect;

“Material Change in Ownership” : Means, in relation to Section 3.3.2(c)(xiii), any change in the control or beneficial ownership of the Shares by officers and directors of the Company (including but not limited to the Share Lender) as at the date of the Agreement resulting in such officers and directors controlling or owning less than 125,000,000 Shares in aggregate;

“Number of Sales Shares” : Means in respect of each Sales Notice, the aggregate number of Shares stated in the relevant Sales Notice (which number may be different in each Sales Notice) that the Company wishes the Investor to subscribe for provided that:

- (a) the Number of Sales Shares stated in any Sales Notice shall not exceed five hundred per cent (500%) of the average Daily Trading Volume during the fifteen (15) Trading Days immediately preceding the relevant Sales Notice Date;
- (b) the Number of Sales Shares in any Sales Notice shall not exceed the number of unissued Shares which the directors of the Company are authorised to allot and issue to the Investor as at the relevant Sales Notice Date;

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- (c) the Number of Sales Shares stated in any Sales Notice shall not exceed such number that, when multiplied by ninety per cent (90%) of the Closing Bid Price on the Trading Day immediately prior to the issue of the relevant Sales Notice, and then added to the Purchase Prices for all the Shares subscribed pursuant to all prior Closing Notices (for the avoidance of doubt, excluding Shares issued by the Company upon exercise of the Warrant), would exceed the Total Commitment;
- “Options”** : Means any rights, warrants or options to subscribe for or purchase Shares or Convertible Securities;
- “Paid Amount”** : Means any portion of the Commitment Fee the Company pays to GEMIA or the Investor on any date prior to the Payment Date (as that term is defined in the Promissory Note);
- “Promissory Note”** : Means the promissory note provided by the Company as evidence of its obligation to pay the Commitment Fee;
- “Proposed Placement”** : Means the proposed issue(s) of Shares by the Company to the Investor up to an aggregate of S\$30,000,000 under the terms of the Agreement;
- “Proposed Transactions”** : Means the the Proposed Placement and the Proposed Warrant and Share Issue collectively;
- “Proposed Warrant and Share Issue”** : Means the allotment and issuance of Warrants by the Company to the Investor under the terms of the Agreement;
- “Purchase Price”** : Means, in respect of a Closing Notice, a sum of money which equals the product of (i) the number of Shares set out in the relevant Closing Notice and (ii) the applicable Sales Price;
- “Purchase Right”** : Means any grant, issuance or sale by the Company of any Options, Convertible Securities or rights to purchase shares, warrants, Securities or other property pro rata to the holders of Shares;
- “Purchase Rights Notice”** : Means a notice, issued by the Company to the Holder at the same time as sending any relevant notice of a Purchase Right to the existing holders of Shares who are being invited to participate, setting out the aggregate Purchase Rights which the Holder would have if the Holder held the number of Shares issuable upon complete exercise of the relevant Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the record date as at which the

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- holders of Shares are to be determined for the grant, issue or sale of such Purchase Rights;
- “Sales Notice Date”** : Means the date upon which a Sales Notice is treated as delivered by the Company to the Investor pursuant to the Proposed Placement;
- “Sales Notice”** : Means a notice from the Company to the Investor pursuant to Section 3.2.1 of the Agreement executed by a designated officer in the form set out at Schedule 2 of the Agreement delivered on any Trading Day during the Commitment Period;
- “Sales Price”** : Shall be the consideration per share that the Investor shall pay being the price set by the Company in each Sales Notice (which price may be different in each Sales Notice);
- “Sales Shares”** : Means the Shares which the Investor wishes to buy from the Company pursuant to a Closing Notice;
- “Scrip Dividend Scheme”** : Means any scheme or arrangement adopted by the Company whereby in respect of any dividend declared or to be declared by the Company in respect of the Shares, the holders of such Shares shall be given the right in whole or in part to elect to receive new Shares credited as fully paid up in lieu of the right to receive a cash dividend;
- “Securities”** : Means any shares, stocks, debentures, debenture stock, loan stocks, funds, bonds or notes of, or issued by, any body whether incorporated or unincorporated, or of any government or government agency or authority, any interest in any partnership agreement, any unit or interest in a unit trust and includes any rights, options or interests in, or in respect of, any of the foregoing and any certificates of interest or participation in, or temporary or interim certificates for, receipts for, or warrants to subscribe for, or purchase, any of the foregoing or any other instruments which are commonly known or regarded as securities;
- “SGM”** : Means the Special General Meeting of the Company, notice of which is set out on page E-1 of this Circular;
- “Share Lender”** : Means Mobile FutureWorks Inc. controlled by Thomas Zilliacus, the Shareholder who is anticipated to enter into the Master Agreement for Share Lending Transactions to lend Shares to the Investor;
- “Share Lending”** : Means the lending and transfer of Loan Shares by the Share Lender to the Investor, pursuant to and in accordance with the terms of the Master Agreement for Share Lending Transactions on each relevant Sales Notice Date (unless a later date is agreed in writing with the Investor), in aggregate

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- equal to one hundred per cent (100%) of such Number of Sales Shares stipulated in the relevant Sales Notice prior to such Sales Notice Date;
- “Shareholders”** : Registered holders of Shares in the register of members of the Company, except where the registered holder is CDP, the term **“Shareholders”** shall, where the context admits, mean the persons named as depositors in the depository register maintained by CDP and whose securities accounts those Shares are credited into;
- “Shares”** : Means the ordinary shares in the share capital of the Company or shares of any class or classes resulting from any subdivision consolidation or reclassification of such shares which as between themselves have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation or distribution of the Company;
- “Shares Deemed Outstanding”** : Means at any time, the number of Shares actually outstanding in the share capital of the Issuer being the number of Shares in issue or agreed to be issued by the Issuer at such time, plus the number of Shares deemed to be outstanding pursuant to Sections 7.4.1 and 7.4.2 of Appendix 1 hereof, regardless of whether the Options or Convertible Securities are actually exercisable at such time, but excluding any Shares owned or held by or for the account of the Issuer or issuable upon exercise of any Warrant issued pursuant to the Agreement;
- “Total Commitment”** : Means S\$30,000,000;
- “Trading Day(s)”** : Means a day on which the SGX-ST is open for the general trading of securities (and whether or not the Shares are suspended from Trading for all or part of such day);
- “Trading”** : Means trading of the Shares on the SGX-ST (without restrictions) and the terms **“Traded”** and **“Tradable”** shall be construed accordingly;
- “Valuation Event”** : Means, in relation to Appendix 1, the occurrence of an event requiring valuation, including but not limited to an event requiring the valuation of (i) any Shares, Options or Convertible Securities to be issued or sold for a consideration other than cash, (ii) any Shares, Options or Convertible Securities to be issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity; (iii) any consideration other than cash or Securities will be determined jointly by the Company and the Holder.

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- “Variation”** : Means any variation to the share capital of the Company (including without limitation any subdivision, consolidation, capitalisation, issue of scrip dividend or issue of new Shares other than for arm’s length consideration) after the date of the Agreement;
- “VWA Price”** : Means the volume weighted average price of a Share on the SGX-ST for a Trading Day (excluding "D" - Odd lot trades, "M" - manual trades, "OC" - Official Close, "X" - direct non automatching transactions and any block trades of 50,000 or more Shares), as reported by Bloomberg for the Company’s page "VAP"; if the VWA Price is for any reason not reported on Bloomberg on any date on which such price is required to be used for determining any calculation herein, the VWA Price on such date shall be the volume weighted averaged price of a Share on the SGX-ST for a Trading Day as mutually determined by the Company and the Holder. If the Company and such Holder are unable to agree upon the VWA Price of such security within one (1) Business Day, then such VMA price shall be determined by the Calculation Agent by reference to, as far as possible, the definition of VMA Price provided herein;
- “Warrant(s)”** : Means a warrant or warrants to subscribe for Shares by the Holder to be issued pursuant to the terms and conditions of the Agreement;
- “Warrant Certificate”** : Means the certificate to be executed as a deed by the Company and issued and delivered to the Holder with respect to the relevant Warrant;
- “Warrant Conditions”** : Means the conditions, as specified in Schedule 7 of the Agreement, on and subject to which each Warrant shall be issued;
- “Warrant Shares”** : Means the number of Shares the Holder shall be entitled to subscribe for under the Warrant;
- “Warrants Delivery Date”** : Means the one hundred and fiftieth (150th) day after satisfaction of the conditions precedent set out in Section 3.1;
- “Warrants Fee”** : Means an amount equal to the greater of (i) the Black Scholes Value of the Warrants as calculated on the Warrants Delivery Date (assuming all of the Warrants had been delivered on such date) or (ii) S\$2,690,000;
- “S\$” and “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; and

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“%” or “per cent.” : Per centum or percentage.

The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act (Cap. 289).

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.

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 Listing Manual or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Companies Act, the Listing Manual or any statutory modification thereof, as the case may be, unless the context requires otherwise.

Any reference in this Circular to Shares being allotted/transferred to a person includes allotment/transfer to CDP for the account of that person.

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

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

LETTER TO SHAREHOLDERS

YUUZOO CORPORATION LIMITED
(Company Registration Number: 36658)
(Incorporated in Bermuda)

Board of Directors:

Thomas Zilliacus (Executive Chairman)
Anthony Williams (Independent Director)
Ozi Amanat (Independent Director)
Mikael Stewen (Independent Director)

Registered Office:

Canon's Court 22 Victoria
Street Hamilton, HM 12
Bermuda

04 March 2016

To: The Shareholders of YuuZoo Corporation Limited

Dear Sir/Madam

CIRCULAR TO SHAREHOLDERS IN RELATION TO:

- (1) **THE PROPOSED ALLOTMENT AND ISSUE OF UP TO 280,000,000 ORDINARY SHARES OF THE COMPANY ("SALES SHARES") TO GEM GLOBAL YIELD FUND LLC SCS ("INVESTOR") FOR UP TO AN AGGREGATE OF S\$30,000,000.00, IN ACCORDANCE WITH THE AGREEMENT (AS DEFINED HEREIN); AND**
- (2) **THE PROPOSED ALLOTMENT AND ISSUE OF (I) 55,000,000 WARRANTS ("WARRANTS") EXERCISABLE INTO 55,000,000 SHARES ("WARRANT SHARES") AT AN EXERCISE PRICE OF S\$0.70 PER WARRANT SHARE; AND (II) UP TO 55,000,000 WARRANT SHARES, EACH IN ACCORDANCE WITH THE TERMS OF THE WARRANT CONDITIONS (AS DEFINED HEREIN).**

1. INTRODUCTION

1.1. On 4 September 2015, the Company entered into a capital commitment agreement ("**Agreement**") with GEM Global Yield Fund LLC SCS (the "**Investor**"), a discretionary investment fund managed by GEM Investments America, LLC ("**GEMIA**"), and GEMIA, pursuant to which *inter alia*:

- (a) the Investor shall grant the Company an option to require the Investor to subscribe for Sales Shares for up to an aggregate of S\$30,000,000 ("**Proposed Placement**"); and
- (b) the Company shall allot and issue to the Investor Warrants exercisable into up to 55,000,000 Warrant Shares at an exercise price ("**Exercise Price**") of S\$0.70 per Warrant Share (subject to adjustments) ("**Proposed Warrant and Share Issue**"),

each in accordance with and subject to the terms and conditions of the Agreement (collectively, "**Proposed Transactions**").

1.2. On 27 November 2015, the Company, the Investor and GEMIA entered into an amendment agreement extending the 60-day application period set out in clause 1.3(b) of the Agreement for the Company to gain all relevant approvals of the Proposed Transactions (being the

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approval of SGX-ST and the Company's shareholders). Such extension was for an additional 90-day application period, granting a total application period of one hundred and fifty (150) days. In exchange for this extension, the Company paid to GEMIA one hundred and twenty-five thousand US dollars (US\$125,000), that will be accounted for any amounts payable by or on behalf of the Company in relation to either of the following as they become due, as applicable: (i) the break-up fee of US\$250,000, which may become due under clause 1.3(b) of the Agreement; or (ii) the fee due pursuant to the Promissory Note. The Company, the Investor and GEMIA further clarified the terms of the 27 November 2015 amendment agreement under the clarification amendment dated 8 January 2016, which served the sole purpose of restating and clarifying the terms stated above in this section 1.2.

- 1.3. The purpose of this Circular is to provide Shareholders with relevant information relating to the Proposed Transactions to be tabled at a Special General Meeting ("**SGM**") and to seek Shareholders' approval for the same.
- 1.4. The Proposed Placement and Proposed Warrant and Share Issue are inter-conditional. That means that if any resolution is not approved, no other resolution will be passed.
- 1.5. **The SGX-ST assumes no responsibility for the correctness of any statements made, reports contained or opinions expressed in this Circular.**

2. APPROVAL IN PRINCIPLE FROM THE SGX-ST

Listing and quotation of the Sales Shares and Warrant Shares

- 2.1 On 19 February 2016, the SGX-ST granted in-principle approval for the listing of and quotation for the Sales Shares and Warrant Shares on the Main Board of the SGX-ST. The in-principle approval granted is subject to, amongst others, the following conditions:
 - (a) Compliance with the Exchange's listing requirements;
 - (b) Shareholders' approval for the Proposed Placement and Proposed Warrant and Share Issue;
 - (c) Disclosure in the Circular on the maximum discount that the Board will set as the Sales Price in each Sales Notice and a statement that the Board will act in the best interests of the Company in determining the Sale Price in each Sales Notice; and
 - (d) Submission of the following documents:-
 - (i) A written undertaking from the Company that it will comply with Rule 704(30) and Rule 1207(20) of the Listing Manual in relation to the use of the proceeds from the proposed Issue and where proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in the Company's announcements on use of proceeds and in the annual report;
 - (ii) A written undertaking from the Company that it will announce on a quarterly basis the following:-
 - (A) Date of issue and Number of New Shares and Warrant Shares issued;

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- (B) Sales Price and Warrant exercise price;
 - (C) In the case of the Sales Price, percentage discount from the market price prevailing at the date of the Sales Notice; and
 - (D) Intended use of proceeds, including a breakdown of the amount to be set aside for each purpose;
- (ii) A written undertaking from the Company that it will comply with Listing Rule 803;
 - (iii) A written confirmation from the Company that it will not issue the New Shares and Warrant Shares to persons prohibited under Rule 812(1) of the Listing Manual;
 - (iv) A written undertaking from the Company that it will comply with Listing Rule 831; and
 - (v) A written undertaking from the Company to announce any adjustment made pursuant to Listing Rule 829(1).
- 2.2 It should be noted that approval in-principle by the SGX-ST is not to be taken as an indication of the merits of the Proposed Transactions, the Company, the Group, the issue, the Sales Shares and/or the Warrant Shares.
- 2.3 The Sales Shares and the Warrant Shares will be fully-paid up and free from all encumbrances and will rank *pari passu* in all respects with the then existing and issued Shares, save for any rights, benefits, dividends and entitlements, the record for which is before the date of issue of such shares.
- 2.4 As required by SGX in 2.1(c) above, the Board of Directors advise that the maximum discount that the Board will set as the Sales Price in each Sales Notice is 10% of the market price. The Board will act in the best interests of the Company in determining the Sales Price in each Sales Notice.

3. THE PROPOSED PLACEMENT

3.1. Conditions Precedent to the Proposed Transactions

The conditions precedent to the Proposed Transactions are the express approvals of the Shareholders and the SGX-ST. For the avoidance of doubt, except for any amounts paid for the extension referred to in Section 1.2 above, no monies shall be paid, nor shall rights or obligations accrue, until such time the Proposed Transactions are approved by Shareholders and the SGX-ST.

In the event that the approvals set forth in this Section 3.1 have not been obtained by the Company within one hundred and fifty (150) days of the date of the Agreement, then, on the one hundred and fiftieth (150th) day after the date of the Agreement, the Agreement shall be deemed cancelled, with all rights and obligations unexercised, and the Company shall pay to the Investor the balance of the break-up fee amounting to US\$125,000.

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3.2. Sales Notice

3.2.1 Delivery of Sales Notice

Subject to the satisfaction (or waiver in writing by the Investor) of the conditions set forth in Section 3.2.2, the Company shall be entitled to issue and deliver a Sales Notice to the Investor on any Trading Day during the Commitment Period, specifying, *inter alia* (i) the Number of Sales Shares; (ii) Sales Price; and (iii) be signed by a designated officer, certifying that all conditions precedent to the delivery of a Sales Notice as set out in Section 3.2.2 below have been satisfied (or waived in writing by the Investor).

Each Sales Notice shall be irrevocable once issued (except as otherwise expressly provided herein). The Company may issue as many Sales Notices as it may elect during the Commitment Period provided that it may not, without the prior written consent of the Investor, deliver a Sales Notice until (i) the expiry of the Evaluation Period relating to any Sales Notice previously issued by the Company; and (ii) the Sales Shares specified in the relevant Closing Notice have been Listed, save that this latter requirement shall not apply if the Investor exercises its right to assign to the Share Lender its right under the Closing Notice to receive Shares subscribed pursuant to the relevant Closing Notice.

3.2.2 Conditions Precedent to the Delivery of a Sales Notice

The Company may deliver a Sales Notice only if the following conditions have been satisfied (or waived by the Investor in writing):

- (a) the Loan Shares relating to the relevant Sales Notice have been delivered to the reasonable satisfaction of the Investor, and are freely tradable and unrestricted and remain in the Investor's account;
- (b) the Company has obtained all the requisite approvals which shall be in full force and effect such that at least Shares equal to the sum of (i) the Number of Sales Shares under the relevant Sales Notice and (ii) Warrant Shares may be duly allotted and issued to the Investor pursuant to the Agreement;
- (c) the Company shall have delivered, and the Investor shall have received originals, of the Agreement, and the Promissory Note duly executed by the Company, and those agreements remain in full force and effect, enforceable against the Company in accordance with their terms and the Share Lenders shall have delivered and the Investor shall have received an original of the Master Agreement for Share Lending Transactions duly executed by the Share Lender, and the Master Agreement for Share Lending Transactions shall remain in full force and effect, enforceable against the Share Lender in accordance with its terms;
- (d) the Company shall at each applicable Sales Notice Date, and shall thereafter during each applicable Evaluation Period and up to the Listing of Shares as may be specified in the corresponding Closing Notice, have maintained a reserve of unissued Shares adequate for (i) allotting and issuing the Sales Shares specified in a Closing Notice in respect of the applicable Sales Notice, and (ii) allotting and issuing the Warrant Shares issuable by the Company upon exercise of the Warrants to or to the order of the Investor pursuant to the Agreement;

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- (e) the representations and warranties of the Company contained in the Agreement shall be true and correct in all respects as at the date made and as at the relevant Sales Notice Date as repeated at that time (except that representations and warranties that are expressed by their terms to be made, or by their nature are made, as at a specific date need be true and correct in all respects only as at such specific date);
- (f) the Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Agreement to be performed, satisfied or complied with by the Company at or prior to the applicable Sales Notice Date;
- (g) Listing or Trading of Shares shall not have been suspended or subject to a real or imminent threat of suspension by the SGX-ST at any time during the thirty (30) Trading Days prior to the relevant Sales Notice Date, other than any suspension for the purpose of consummation or further reporting requirements/disclosure of any transaction for a period of not more than three (3) Trading Days in aggregate;
- (h) the delivery of the Sales Notice and the subscription and payment for the Shares under the Agreement: (i) shall not be prohibited or enjoined (temporarily or permanently) by any applicable law or governmental or other regulation; and (ii) shall not subject the Investor to any penalty, or in the Investor's reasonable judgment, other onerous condition and/or obligations under or pursuant to any applicable law or governmental or other regulation to which the Investor is subject;
- (i) no event or circumstance has arisen or is threatening to arise which would entitle the Investor to terminate the Agreement;
- (j) the Investor shall have given notice to the Company (and shall not have withdrawn the same) on or before the applicable Sales Notice Date that it has entered into a Master Agreement for Share Lending Transactions with respect to the lending and borrowing of Shares of not less than one hundred per cent (100%) of the Number of Sales Shares set forth in the relevant Sales Notice which may be borrowed from time to time by and on demand of the Investor. For the avoidance of any doubt, the Investor undertakes to give notice to the Company immediately after the Master Agreement for Share Lending Transactions is duly executed by the Investor and Share Lender; and
- (k) the Investor has not given notice to the Company on or before the applicable Sales Notice Date that the Share Lender has failed to duly perform its obligations pursuant to the terms of the Master Agreement for Share Lending Transactions (which includes an obligation on the Share Lender to lend and deliver to the Investor such number of Shares which in aggregate equal one hundred per cent (100%) of the Number of Sales Shares set forth in the relevant Sales Notice to be issued by the Company (or lesser number of Shares as the Investor shall elect from time to time)). In the event that the Investor has not received delivery of the Loan Shares or where the Loan Shares delivered by the Share Lender pursuant to an Offer (as defined in the Master Agreement for Share Lending Transactions) and received by the Investor are in aggregate less than one hundred per cent (100%) of the Number of Sales Shares set forth in the relevant Sales Notice, the Investor shall be entitled, at its sole discretion, to elect to treat the relevant Sales Notice issued by the Company as null and void notwithstanding any other provision in the Agreement.

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- (l) For the avoidance of doubt, the Share Lender does not receive any direct or indirect financial benefit from the Share Lending arrangements and has no recourse to the Company under all circumstances.

3.2.3 Evaluation Period Obligation Limitation

- (a) With respect to any Sales Notice and Evaluation Period, the Investor shall be obligated to subscribe for or procure the subscription for and the Company shall be bound to issue and allot, such number of Shares as the Investor may specify in the relevant Closing Notice, provided that the number of Shares to be subscribed under any Closing Notice shall be reduced to such smaller number of Shares so that the number of Shares subscribed under a Closing Notice will, when added to other Shares held by the Investor as legal and/or beneficial owner, would not cause the Investor to be required under the laws and regulations of Singapore, to make a mandatory offer for all the Shares of the Company.
- (b) For the purpose of calculating the Evaluation Period Obligation, if there has been a Material Adverse Change on any Trading Day during an Evaluation Period, the Investor shall be entitled, at its sole discretion, to elect to treat such Trading Day and any further Trading Days following such Trading Day during the relevant Evaluation Period as a Knockout Day. The Investor shall notify the Company of the exact number of Shares it wishes to subscribe for in a Closing Notice delivered pursuant to the Agreement.
- (c) Notwithstanding any other provision in the Agreement the Investor shall not be obliged to subscribe for or procure the subscription for any Share with respect to a Sales Notice if the Investor does not receive the Loan Shares in respect of such Sales Notice in accordance with the terms of the Master Agreement for Share Lending Transactions.
- (d) The Investor undertakes that it shall not:
 - (i) on each Trading Day during the Evaluation Period, dispose or procure to be disposed of any number of Shares over and above one-fifteenth ($\frac{1}{15^{\text{th}}}$) of the applicable Number of Sales Shares, provided that where the Investor has disposed or procured to be disposed of Shares on a Trading Day which number is less than one-fifteenth ($\frac{1}{15^{\text{th}}}$) of the applicable Number of Sales Shares, the Investor may dispose or procure to be disposed of the remaining balance for that Trading Day on any subsequent Trading Day during and/or after the Evaluation Period;
 - (ii) at any point in time hold directly or indirectly in excess of nineteen point nine per cent (19.9%) in aggregate of the outstanding share capital of the Company; or
 - (iii) sell, lend or otherwise dispose of any securities that are the subject of the Agreement that the Investor does not own or have the right to subscribe to.
- (e) The Company undertakes that it shall not submit a Sales Notice resulting in Investor being required to file a change in substantial shareholding notification under the Securities and Futures Act, unless Investor otherwise consents.

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3.3. Allotment and Issue of Sales Shares

3.3.1 Delivery of Closing Notice

On the Trading Day following the last Trading Day of each Evaluation Period (the "**Closing Notice Date**"), the Investor shall deliver a Closing Notice to the Company setting out *inter alia* (i) the exact number of Shares it wishes to subscribe from the Company; (ii) the applicable Sales Price; and (iii) the manner of delivery of Shares by the Company to the Investor or to the Investor's order.

3.3.2 Closing Obligations

- (a) Subject to the satisfaction (or waiver by the Investor in writing) of the conditions set out in Section 3.3.2(c) below, on the third (3rd) Trading Day following the Closing Notice Date (the "**Closing Date**"), the Company shall issue to the Investor or its nominee(s) (to the extent set forth in the relevant Closing Notice) the number of Sales Shares set forth in the relevant Closing Notice (which shall be freely Tradeable and Listed) and credit such Sales Shares to an account or accounts designated by the Investor.
- (b) Subject to the satisfaction (or waiver by the Investor in writing) of the conditions set out in Section 3.3.2(c) below and against compliance by the Company with its obligations pursuant to Section 3.3.2(a), on the relevant Closing Date, the Investor shall subscribe or procure to be subscribed for the number of Sales Shares set forth in the relevant Closing Notice (conditionally upon such Shares being Listed at opening of Trading on the Closing Date) and shall remit or cause to be remitted by wire transfer the Purchase Price to the Company's account notified by the Company to the Investor.
- (c) The obligation for the Investor to subscribe for or to procure the subscription for Shares set forth in a Closing Notice on the relevant Closing Date shall be subject to and conditional upon the following:
 - (i) the Company has obtained all the requisite approvals (in a form reasonably acceptable to the Investor) and such requisite approvals shall be in full force and effect as at the Closing Date;
 - (ii) the subscription and payment for the Shares pursuant to the relevant Closing Notice shall not be prohibited or enjoined (temporarily or permanently) by any applicable law or governmental or judicial authority or other regulation to which the Investor and/or the Company are subject;
 - (iii) there being no change, during the period between the date of the Agreement and on the applicable Closing Date, in any law, governmental or other regulation applicable in Singapore which would adversely affect in any material aspect the holding or disposal of Shares by or by order of the Investor or any other rights of the Investor or any Person acting by order of the Investor in respect of these Shares;
 - (iv) there being no Singapore law and/or Singapore governmental or other regulation on the applicable Closing Date which would require the Investor and/or any person acting by the Investor's order to make a mandatory offer for all the issued Shares of the Company;

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- (v) there being no law or governmental or other regulation applicable in Singapore on the applicable Closing Date which would require the Investor and/or any Person acting by order of the Investor to comply with prospectus registration requirements in Singapore;
- (vi) the Company shall at each applicable Closing Date have unissued Shares in the authorised capital of the Company adequate for (i) allotting and issuing the Shares as may be specified in a Closing Notice in respect of the applicable Number of Sales Shares attributable to the Company set forth in the relevant Sales Notice and (ii) allotting and issuing the Shares issuable by the Company upon exercise of the Warrants issued pursuant to the Agreement;
- (vii) the representations and warranties of the Company contained in the Agreement shall remain true and correct in all material respects as at the date made and as at the relevant Closing Date as repeated at that time (except that representations and warranties that are expressed by their terms to be made, or by their nature are made, as at a specific date need be true and correct in all respects only as at such specific date);
- (viii) the Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Agreement to be performed, satisfied or complied with by the Company at or prior to the applicable Closing Date;
- (ix) no event or circumstance has arisen or is threatening to arise which would entitle the Investor to terminate the Agreement in accordance with the Agreement;
- (x) the Listing and Trading of the issued Shares have not been suspended, have not been suspended continuously for more than twenty (20) trading days, or are subject to a real or imminent threat of suspension by the SGX-ST on the Closing Date;
- (xi) the share borrowing facility entered into by the Investor remains in effect and there is no existing or threatened event of default by a Share Lender under the Master Agreement for Share Lending Transactions;
- (xii) the Company is not in breach of any of its material obligations under the Agreement or its ancillary agreements; and
- (xiii) there has been no Material Change in Ownership.

3.3.3 Dealing with Shares Prior to Subscription

- (a) The Investor undertakes and agrees that it shall not sell any Shares in the Company which (i) it does not own; or (i) which it has no right to subscribe for from time to time, or (iii) which it has no presently exercisable and unconditional right to vest the shares in the buyer of them. For the avoidance of doubt, nothing in this Section 3.3.3(a) shall prevent the Investor from trading in the Loan Shares subject to the restrictions provided in the Agreement, and the Investor shall be deemed to have a present right to subscribe for Shares when it receives a Sales Notice under the Agreement.

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- (b) The Company undertakes that it shall not and shall procure that its directors shall not:
- (i) pay any cash dividends or make any other rights or distributions with respect to any Shares;
 - (ii) propose or declare the payment of any cash dividends or the granting of any other rights or the making of any other distributions in respect of the Shares to a Shareholders' Meeting of the Company;
 - (iii) set any record date for the payment of any cash dividends or the granting of any other rights or the making of any other distributions in respect of the Shares,

at any time during the period starting from the issuance of the Sales Notice up to the day the relevant Shares required to be issued by the Company to the Investor under the corresponding Closing Notice are Listed and issued to the Investor or to the Investor's order, as the case may be, pursuant to the terms of the Agreement.

3.3.4 Share Lending

- (a) The Company undertakes and agrees that it shall use its best endeavours:
- (i) prior to each relevant Sales Notice Date, to procure that the Share Lender enter into and shall remain bound by a Master Agreement for Share Lending Transactions with the Investor; and
 - (ii) on each relevant Sales Notice Date (unless a later date is agreed in writing with the Investor), to procure that the Share Lender lend and transfer to the Investor, pursuant to and in accordance with the terms of the Master Agreement for Share Lending Transactions, such number of Shares (the "**Loan Shares**") in aggregate equal to one hundred per cent (100%) of such Number of Sales Shares stipulated in the relevant Sales Notice prior to such Sales Notice Date, and all Loan Shares delivered to the Investor shall be Listed and free of all Encumbrances and trading restrictions (the "**Share Lending**").
 - (iii) The Investor shall have the right to redeliver the Loan Shares to the Share Lender by assigning, or procuring the assignment to the Share Lender of, the rights, title and claims the Investor or any Person acting by order of the Investor may have against the Company pursuant to a Closing Notice or the exercise of a Warrant for the issue and/or delivery of Shares (or any portion thereof) which the Company is obliged to issue to the Investor or to the Investor's order, whether or not such Shares have been issued by the Company and/or are Listed, and such assignment shall satisfy the Investor's redelivery obligation under the Master Agreement for Share Lending Transactions to the extent of the rights over Shares assigned.
 - (iv) The Company undertakes that it shall and it shall use its best endeavours to procure that the Share Lender comply with all applicable notification obligations resulting from any Share Lending under any applicable laws, rules and regulations in Singapore and shall otherwise duly comply with any applicable laws, rules and regulations in Singapore.

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- (v) The Investor shall use reasonable endeavours to ensure a copy of each fully executed Master Agreement for Share Lending is promptly provided to the Company upon execution, and in any event shall promptly provide a copy of each such executed Master Agreement for Share Lending Transactions to the Company upon request.

3.4. Other Agreements

3.4.1 Fees and Expenses

- (a) The Company has, prior to entry into the Agreement paid an aggregate non-accountable sum of up to US\$20,000 against the actual reasonable legal fees and expenses incurred by the Investor and GEMIA as a result of the transactions contemplated under the Agreement (irrespective of whether the transaction contemplated under the Agreement is successfully completed). To the extent the actual reasonable legal fees and expenses incurred by the Investor and GEMIA as a result of the transactions contemplated thereunder are less than US\$20,000, the difference will be refunded to the Company.
- (b) In addition to the Company's liability for reasonable legal fees and expenses as capped under Section 3.4.1(a) above, where the Investor and GEMIA consider it necessary to take further legal action to recover such fees and expenses, all of such reasonable fees and expenses together with any additional reasonable fees and expenses incurred in such recovery action shall be payable by the Company as directed by GEMIA upon GEMIA's request, provided however that said reasonable fees and/or expenses and the legal action/s taken to recover such reasonable fees and expenses are determined in a final judgment, by a court of competent jurisdiction, to have legal basis under the governing law of the Agreement.

3.4.2 Commitment Fee

- (a) The Company shall pay GEMIA a commitment fee of four hundred and fifty thousand Singapore dollars (S\$450,000) calculated as one and a half per cent (1.5%) of the Total Commitment ("**Commitment Fee**") without any tax deduction, unless a tax deduction is required by law, in which case the amount of the payment due from the Company shall be increased to an amount which (after making any tax deduction) leaves an amount equal to the payment which would have been due if no tax deduction had been required.
- (b) The Company shall, on the date of the Agreement, provide a promissory note as evidence of its obligation to pay such Commitment Fee ("**Promissory Note**").
- (c) The Commitment Fee shall be paid in full by the Company to GEMIA on the earlier of (i) the first anniversary of the date of the Agreement (irrespective of whether any Sales Notices have been delivered), or (ii) within forty-eight (48) hours of the Company's receipt or deemed receipt of the Purchase Price under the first (1st) Closing Notice.
- (d) GEMIA shall be entitled, at any time and prior to payment of Purchase Price under a Closing Notice, to assign to the Investor the right to receive the Commitment Fee or any part thereof from the Company. In the event of such assignment, GEMIA shall promptly notify the Company of such assignment in writing. Upon such assignment, the Investor shall be entitled to set-off such Commitment Fee or any part thereof against

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any Purchase Price which the Investor shall be obliged to pay to the Company. Any such assignment shall be without prejudice to any other rights or remedies which GEMIA or the Investor may have against the Company.

- (e) It is acknowledged that if, on any date prior to the Payment Date (as that term is defined in the Promissory Note), the Company pays any portion of the Commitment Fee (the "**Paid Amount**") to GEMIA or the Investor, the amount due to GEMIA under the Promissory Note shall be reduced by an amount equal to the Paid Amount. In such circumstances, the Company shall issue a new Promissory Note to GEMIA for an amount equal to the Commitment Fee minus the Paid Amount (or if a number of payments have been made, the aggregate of all such Paid Amounts) against surrender by GEMIA of its existing Promissory Note to the Company.

3.4.3 Specific Indemnification

- (a) Without prejudice to any other rights or remedies which the Investor may have against the Company, in the event that the Company fails to deliver freely Tradeable and Listed Sales Shares specified in a Closing Notice within three (3) Trading Days of a Closing Date the Company shall indemnify the Investor (or any Person acting by order of the Investor) on a full indemnity basis for:

- (i) all reasonable costs and losses incurred by the Investor or any person acting by order of the Investor as a result of such failure; and
- (ii) all liabilities which the Investor or any Person acting by order of the Investor may incur,

provided that:

- (1) any such costs, losses and/or liabilities are not primarily due to the action or inaction of the Investor or GEMIA or any Person acting by order, or under the control, of the Investor or GEMIA; and
 - (2) the Investor promptly notifies the Company of all reasonably foreseeable costs, losses and liabilities; and
 - (3) the Investor takes, or procures to be taken, all reasonable actions to limit all such costs, losses and/or liabilities.
- (b) The Company shall satisfy its indemnity obligations under Section 3.4.3(a) by making the following payments (the "**Indemnity Amount**") to the Investor:
- (i) for each Trading Day or part of a Trading Day, and up to a maximum of five (5) Trading Days, following the third (3rd) Trading Day after the relevant Closing Date, where (A) the Company has failed to deliver the relevant Sales Shares which should have been delivered, or (B) the Company has failed to cause the relevant Sales Shares to be Listed and freely Tradable, an amount equal to two percent (2%) of the Purchase Price in respect of those Shares that the Company failed to deliver and/or failed to procure to be Listed and be freely Tradable (as the case may be); and

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- (ii) if the Company shall fail to either (A) deliver the required Sales Shares, or (B) cause the Sales Shares to be Listed and Tradable, by the opening of Trading on the ninth (9th) Trading Day immediately following the relevant Closing Date, a sum equal to the actual losses and liabilities incurred or suffered by the Investor, provided that:
 - (1) the aggregate liability of the Company shall not exceed the Purchase Price of the Shares which the Company has failed to deliver or List on or before the relevant Trading Day as required hereunder;
 - (2) the Investor shall use all reasonable endeavours to mitigate all losses and liabilities; and
 - (3) the Investor shall promptly provide the Company with reasonable evidence as to such losses and/or liabilities the Investor may incur or suffer in respect of which a claim is made under the Agreement.
- (c) In full and final settlement of any and all rights or remedies which it may have against the Company, in the event that any condition set out in Section 3.3.2(c) has not been satisfied on the applicable Closing Date, the Investor shall be entitled to (i) elect, by notice to the Company, not to proceed with satisfying its obligations under the Agreement and treat the relevant Sales Notice issued by the Company as null and void without prejudice to other provisions of the Agreement; and (ii) liquidated damages in respect of the Investors' wasted costs and expenses ("**Liquidated Damages**") payable in cash by the Company to the Investor, on the first (1st) Trading Day following the date of the Investor's notice to the Company for the purpose of nullifying the relevant Sales Notice, which equal to one per cent (1%) of the product of (A) the Number of Sales Shares specified in the relevant Sales Notice and (B) the Sales Price which would be applicable if the Investor proceeded with the sale of Shares.
- (d) Without prejudice and in addition to any other rights or remedies which it may have against the Company, the Investor may, by notice to the Company, terminate the Agreement if two (2) or more consecutive Sales Notices issued have been treated as null and void by the Investor pursuant to Section 3.4.3(c). Upon such termination notice being given, the obligation of the Investor under the Agreement shall terminate and be of no further effect, without prejudice to any claims available to any Party in respect of any prior breaches in the performance of the Parties' respective obligations under the Agreement.
- (e) Without prejudice to any other rights or remedies which it may have against the Company, the Investor shall be entitled to set-off any amount due to it under this Section 3.4.3 against the Purchase Price which it, in the event of the issue and Listing of the Shares pursuant to the Agreement, would have been or shall be obliged to pay to the Company. The Investor and the Company have confirmed that the Indemnity Amount and the Liquidated Damages are reasonable estimates of the damage likely to be suffered by the Investor in the event of such failure by the Company to deliver the Shares or to procure the Shares to be Listed as required under the Agreement.

4. PROPOSED WARRANTS AND SHARES ISSUE

- 4.1 The Company shall, on or before the sixtieth (60th) day after satisfaction of the conditions precedent set out in Section 3.1 (the "**Warrants Delivery Date**"), issue to the Investor or to

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the Investor's order 55,000,000 Warrant(s) represented by a Warrant Certificate to subscribe for up to 55,000,000 Shares at the exercise price of S\$0.70 per Share, subject to adjustment in accordance with the terms thereof. The Exercise Price (being S\$0.70) represents approximately three hundred and ninety-nine per cent (399%) premium to the volume weighted average price of S\$0.1403 of the Shares traded on the SGX-ST for the five (5) Trading Days preceding 4 September 2015, being the day on which the Agreement was signed.

- 4.2 The Exercise Price shall be subject to adjustments under certain circumstances set out in the Warrant Conditions including without limitation, in the event of (i) a declaration of a capital distribution; (ii) the grant of options or convertible securities pro rata to the holders of Shares; (iii) corporate changes of the Group, including without limitation reorganization, merger, amalgamation or sale of all or substantially all the assets of the Group effected in such a way that shareholders are entitled to receive shares, securities or assets of any person other than the Company in exchange for their shares; (iv) subdivisions such as stocks splits, stock dividends, recapitalizations or otherwise; and/or (v) the participation by the holders of Shares to subscribe or purchase shares and/or convertible securities issued by the Company *pro rata* to shareholders.
- 4.3 If, on the first and/or second anniversary of the Issue Date, the Closing Bid Price for the Shares is less than ninety percent (90%) of the then-current Exercise Price, the Exercise Price shall be adjusted, as of such anniversary date, to one hundred ten percent (110%) of the Closing Price on such date; provided that if such anniversary date is not a Trading Day, the Closing Price and, if applicable, any adjustment to the Exercise Price, shall be determined on the next succeeding Trading Day immediately following such anniversary date.
- 4.4 The Company will announce any adjustment to the Exercise Price as required under SGX-ST Rule 830.
- 4.5 All adjustments to the Exercise Price will be certified by the Calculation Agent to be in accordance with the Warrant Conditions.
- 4.6 The Warrant Certificate and the Warrant represented thereby shall be issued on and subject to the terms set out in the Warrant Conditions and the relevant Warrant Certificate, provided that any Warrant issued pursuant to the Agreement shall be exercisable within five (5) years of the date of grant of the relevant Warrant. No additional consideration shall be payable by the Investor or otherwise for the issue of the Warrants.
- 4.7 The Company undertakes that it shall procure that all requisite approvals for the issuance of the Warrants are obtained on or before the date of the Agreement.
- 4.8 If the Warrants are not issued and delivered by the Company to the Investor by the Warrants Delivery Date, the Company shall pay to the Investor an amount equal to the greater of (i) the Black Scholes Value of the Warrants as calculated on the Warrants Delivery Date (assuming all of the Warrants had been delivered on such date) or (ii) S\$2,690,000 (the "**Warrants Fee**").
- 4.9 Where the Warrants Fee becomes due, it shall be payable in cash on the first Business Day following the Warrants Delivery Date days as follows:
- (a) the Warrants Fee may be payable by the Company, at Investor's option, either in cash or in free unrestricted Shares; and

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- (b) that part of the Warrants Fee payable in cash must be paid by the Company by telegraphic transfer (for same day value) to an account of which the Investor shall have given written details to the Company for this purpose; and
 - (c) if any part of the Warrants Fee is to be settled by the delivery of Shares:
 - (i) such part of the Warrants Fee must be paid by the Company by delivering to the Investor (at the securities account that it designates for such purposes) the relevant Shares on the first Business Day following the Warrants Delivery Date; and
 - (ii) in order to calculate the number of Shares to be delivered by the Company to the Investor, the relevant Shares shall be valued at the average of the VWAP of the Shares during the five Trading Days immediately prior to the Warrants Delivery Date.
 - (d) If any sum payable under the Warrants Fee is not paid on the due date of payment, interest shall accrue on such sum from and including the due date for payment to but excluding the date on which payment is made at a rate of three per cent (3%) above the base rate of The Hong Kong and Shanghai Banking Corporation Limited from time to time.
- 4.10 The key terms of the Warrant Conditions, including all adjustment events, are set out in Appendix 1 to this Circular.

5. INFORMATION ON THE INVESTOR AND GEMIA

The information in this section relating to the Investor and GEMIA is based on information provided by and/or representations made by the Investor and GEMIA. The Directors have not conducted an independent review or verification of the accuracy of the statements and information below.

Background

GEM Global Yield Fund LLC SCS is one of a worldwide series of diverse investment vehicles managed by GEM (www.gemny.com). Global Emerging Markets (“GEM”), founded in 1991, is a US\$3.4 Billion alternative investment group having completed 365 transactions in 65 countries. The firm manages a diverse set of investment vehicles across the world. In addition to GEM Global Yield Fund, GEM’s other managed funds include: CITIC/GEM Fund; Kinderhook; GEM India and VC Bank / GEM Mena Fund*. GEMIA is an affiliate of GEM.

(*GEM exited both its LP and GP stakes in Q1 2010.)

Prior to the Proposed Transactions, there was no connection (including business dealings) between the Investor and the Company, its controlling shareholders or its directors. The Investor is not holding the Sales Shares and/or the Warrant Shares in trust or as nominees for other persons.

The Company became aware of the Investor as a potential source of funds during the reverse takeover of YuuZoo Corporation in 2014. Although the Investor played no part in the reverse takeover process, the Company, in its recent efforts to secure appropriate ongoing sources of

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funds, approached the Investor (and others) to negotiate a funding commitment appropriate for the Company's needs.

6. RATIONALE FOR THE PROPOSED TRANSACTIONS

The Proposed Transactions are being put in place in order to provide the Company strong options and alternatives for its capital requirements as it secures funding for continued growth and development of the Company over the next three years. This capital commitment places the Company in a strong position to continue its expansion plans. While the Company already has a debt-free balance sheet, in an unpredictable financial world, the Board deems it prudent to put in place a funding line to give greater flexibility for future growth.

7. USE OF PROCEEDS

Assuming (i) the Company fully draws down the Total Commitment; and (ii) the Investor fully exercise the Warrants, initially at an Exercise Price of S\$0.165 per Warrant Share (being one hundred and ten per cent (110%) of the Closing Bid Price on the Trading Day immediately preceding the Latest Practicable Date), and pays the Aggregate Exercise Price (as defined in Section 2 of Appendix 1), the Proposed Transactions are expected to raise approximately S\$39,075,000.00 (before fees and expenses payable pursuant to the Proposed Transactions).

The proceeds from the full issuance of the Sales Shares and Warrant Shares will be utilised by the Company in the estimated proportions as set out below:

Use of Proceeds	Percentage of Allocation (%)
1. Working capital requirements of the current Company businesses.	The structure and purpose of the Proposed Transactions allow maximum flexibility to the Company and draw downs will only be made as and when funds are required by the Company. The size and timing of future business opportunities cannot, at this time, be quantified. There is no requirement for the Company to use all (or any) of the Total Commitment if it is not in the Company's best interest to do so. Accordingly, at this point in time, it is not possible to allocate percentages of potential proceeds to specific business requirements.
2. Marketing and other initiatives to accelerate and drive growth in the current suite of Company businesses.	
3. Acquisition of assets and/or businesses that are operating in the same market as the Group.	

Pending the deployment of the net proceeds from the Proposed Transactions, such proceeds may be placed as deposits with banks and/or financial institutions, invested in short term money markets or debt instruments or for any other purpose on a short term basis as the Directors may, in their absolute discretion, deem fit from time to time. The Company will make periodic announcements on the utilisation of the proceeds from the Proposed Transactions, after the funds from the Proposed Transactions are materially disbursed. The Company will also provide a status report on the use of proceeds in its annual report. Where the proceeds are to be used for working capital purposes, the Company will disclose a breakdown with specific details on the use of proceeds for working capital in its announcements and annual reports.

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8. FINANCIAL EFFECTS OF THE PROPOSED TRANSACTIONS

Shareholders should note that (i) as at the Latest Practicable Date the Sales Prices and total Sales Shares to be issued are not ascertainable as they are dependent on the future market prices of the Shares; (ii) the risks and implications of the potential dilution to Shareholders arising from the issue and allotment of the Sales Shares by the Company to the Investor cannot be fully ascertained at this point in time; and (iii) it is not possible as at the Latest Practicable Date to determine precisely the financial effects of the Proposed Transactions on the Company and the Group until the actual Closing Notices has been delivered by the Investor.

Notwithstanding the above, in order to facilitate Shareholders' understanding of the Proposed Transactions, illustrations of the financial effects of the Proposed Transactions on the share capital, EPS, NTA and gearing of the Company and the Group are set out below. **Shareholders should note that the illustrations on the financial effects as set out below are prepared with the following illustrative assumptions:**

- (a) an aggregate of 222,222,222 Sales Shares are allotted and issued in full, equivalent to the Total Commitment at S\$0.135 per Sales Share (being ninety per cent (90%) of the Closing Bid Price on the Trading Day immediately preceding the Latest Practicable Date), pursuant to the Proposed Placement;
- (b) an aggregate of fifty-five million (55,000,000) Warrant Shares are allotted and issued in full to the Investor in consideration for payment of nine million and seventy five thousand Singapore dollars (S\$9,075,000) by the Investor, being the aggregate amount of the Exercise Price pursuant to the Proposed Warrants and Shares Issue (based on an assumed price of one hundred and ten per cent (110%) of the Closing Bid Price on the Trading Day immediately preceding the Latest Practicable Date);
- (c) the Proposed Transactions are completed concurrently;
- (d) for the purpose of computing the earnings per Share ("EPS") of the Group after the completion of the Proposed Transactions, it is assumed that the Proposed Transactions were completed on 1 January 2014; and
- (e) for the purpose of computing the net tangible assets ("NTA") and gearing of the Group, it is assumed that the Proposed Transactions were completed on 31 December 2014.

<u>Share Capital</u>	<u>Number of Shares</u>	<u>Issued share capital (US\$'000)</u>
Before the Proposed Transactions	634,383,682	63,437
After the Proposed Transactions	911,605,904	91,159

<u>EPS/(LPS)</u>	<u>Loss after Tax (US\$'000)</u>	<u>Weighted average number of fully- paid ordinary shares</u>	<u>US\$ cents</u>
Before the Proposed	(45,600)	513,830,000	(8.87)

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Transactions			
After the Proposed Transactions	(45,600)	791,052,222	(5.76)

<u>NTA</u>	<u>NTA</u> <u>(US\$'000)</u>	<u>Weighted average</u> <u>number of fully-</u> <u>paid ordinary</u> <u>shares</u>	<u>US\$ cents</u>
Before the Proposed Transactions	31,790	513,830,000	6.19
After the Proposed Transactions	59,541	791,052,222	7.53

<u>Gearing</u>	<u>Total borrowings</u> <u>(US\$'000)</u>	<u>Shareholders' funds</u> <u>(US\$'000)</u>	<u>Gearing</u>
Before the Proposed Transactions	0	42,761	0%
After the Proposed Transactions	0	70,512	0%

Shareholders should note that as the Sales Price is to be determined based on the prevailing prices of the Shares on the SGX-ST at the relevant time when the Sales Notice and Closing Notice are delivered. The Sales Price as used for illustrations in this Circular are purely for illustrative purposes and the actual Sales Price may differ materially. For the avoidance of doubt, Shareholders should note that nothing in this Circular may be treated as a representation by the Company as to the trading price of the Shares on the SGX-ST.

9. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

(a) Director's Interest

The interests of the Directors in the Shares, based on information as recorded in the Register of Directors of the Company as at the Latest Practicable Date are as follows:

Name	Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	%⁽¹⁾	No. of Shares	%	No. of Shares	%
Thomas Zilliacus	7,696,677	1.2	171,755,362	27.1	179,452,039	28.3
Anthony Williams	1,058,609	0.17	-	-	1,058,609	0.17
Ozi Amanat	-	-	-	-	-	-
Mikael Stewen	-	-	-	-	-	-

Notes:

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- (1) The percentage shareholding interest is computed based on 634,383,682 Shares excluding treasury shares as at the Latest Practicable Date.
- (2) Mr. Thomas Henrik Zilliacus is deemed interested in 84,055,391 shares held by Mobile FutureWorks Inc., 82,955,391 shares held by Mobile FutureWorks Inc., through Raffles Nominees (Pte.) Ltd. and 4,744,580 shares held by Arlington Marble Holdings Inc. by virtue of his shareholding in Mobile FutureWorks Inc., and Arlington Marble Holdings Inc.

Unexercised share options held by the Directors as at the Latest Practicable Date are as follows:

Name	No. of Options
Thomas Zilliacus	6,320,759
Anthony Williams	-
Ozi Amanat	-
Mikael Stewen	-

(b) **Substantial Shareholders' Interest**

The interests of the Substantial Shareholders in the Shares, based on information as recorded in the Share register of the Company as at the Latest Practicable Date are as follows:

Name	Direct Interest		Deemed Interest		Total Interest	
	No. of Shares	%⁽¹⁾	No. of Shares	%	No. of Shares	%
Thomas Zilliacus	7,696,677	1.2	171,755,362	27.1	179,452,039	28.3
Mobile FutureWorks Inc.	84,055,391	13.2	87,699,971	13.8	171,755,362	27.1

Notes:

- (1) The percentage shareholding interest is computed based on 634,383,682 Shares excluding treasury shares as at the Latest Practicable Date.
- (2) Mr. Thomas Henrik Zilliacus is deemed interested in 84,055,391 shares held by Mobile FutureWorks Inc., 82,955,391 shares held by Mobile FutureWorks Inc., through Raffles Nominees (Pte.) Ltd. and 4,744,580 shares held by Arlington Marble Holdings Inc. by virtue of his shareholding in Mobile FutureWorks Inc., and Arlington Marble Holdings Inc.
- (3) Mobile FutureWorks Inc. is deemed interested in 82,955,391 shares held through Raffles Nominees (Pte) Ltd and 4,744,580 shares held by Arlington Marble Holdings Inc.

(c) **Interests in the Proposed Transactions**

None of the directors (other than in his capacity as a director or shareholder of the Company) and substantial shareholders of the Company has any interest, direct or indirect, in the Proposed Transactions.

To the best of the knowledge of the Board, there are no controlling shareholders in the Company (other than in their respective capacities as a shareholder of the Company) who has any interest, direct or indirect, in the Proposed Transactions.

(d) **Service Contracts**

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There are no directors who are proposed to be appointed as a director of the Company in connection with the Proposed Transactions.

10. DIRECTORS' RECOMMENDATION

Having considered *inter alia* the terms of the Agreement, the Proposed Placement and the Proposed Warrants and Shares Issue, the Directors are of the view that they are on normal commercial terms and are not prejudicial to the interests of the Company, and that these proposals are in the interests of the Company and accordingly recommend that Shareholders vote in favour of the Ordinary Resolutions set out in the Notice of SGM of the Circular.

11. SPECIAL GENERAL MEETING ("SGM")

The SGM, notice of which is set out on page E-1 of this Circular, will be held at Conference Room, 20 Science Park, Level 1 Teletech Park, Singapore 117674 on 21 March 2016 at 1:00 pm for the purpose of considering and, if thought fit, passing with or without any modifications, the ordinary resolution in respect of the Proposed Transactions as set out in the notice of SGM.

12. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the SGM and who wish to appoint a proxy to attend and vote at the SGM on their behalf should complete and sign the Proxy Form in accordance with the instructions printed thereon. The completed and signed Proxy Form should then be returned as soon as possible and in any event so as to arrive at the office of the Company's Share Transfer Agent, RHT Corporate Advisory Pte. Ltd. at Six Battery Road #10-01, Singapore 049909 not less than forty-eight (48) hours before the time fixed for the SGM. A proxy need not be a Shareholder. Shareholders who have completed and returned the Proxy Form may still attend and vote in person at the SGM, if they so wish, in place of their proxy.

A Depositor holding shares through CDP in Singapore shall not be regarded as a Shareholder entitled to attend the SGM and to speak and vote thereat unless his name appears on the Depository Register as certified by CDP, not less than 72 hours before the time fixed for the SGM.

13. 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 Transactions and the Group, 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.

14. DOCUMENTS FOR INSPECTION

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The following documents may be inspected the office of the Company's company secretary at RHT Corporate Advisory Pte. Ltd. at Six Battery Road #10-01, Singapore 049909 during normal business hours up to and including three (3) months from the date of this Circular:

- (a) the Agreement; and
- (b) the Promissory Note.

Yours faithfully
For and on behalf of the Board of Directors of

YUUZOO CORPORATION LIMITED

THOMAS ZILLIACUS
Executive Chairman

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APPENDIX 1

WARRANT CONDITIONS

The key terms of the Warrant Conditions are set out below:

1. The Warrants and Exercise Period

Subject to the conditions and limitations specifically provided in the Warrant Conditions, each Warrant may be exercised by the Holder, in whole or in part, at any time and from time to time on any Trading Day on or after the Issue Date and prior to the Expiration Date ("**Exercise Period**") and any Warrant or part of such Warrant which has not been exercised by that time shall become null and void and the rights of the Holder to exercise such Warrant shall lapse. Where required by applicable laws and regulations, the expiry of the Warrants shall be announced and the notice of expiry sent to the Holder at least one (1) month before the Expiration Date.

2. Payment of the Exercise Price

In order to exercise any Warrant, the Holder shall send by facsimile transmission, or otherwise deliver to the Company (with a copy to the Registrar) an exercise notice (the "**Exercise Notice**") executed by the Holder stating the Warrant Certificate number and the number of Warrant Shares to which such notice applies, the calculation of the Aggregate Exercise Price therefor, together with details of a remittance by wire transfer to the designated custody account of the Aggregate Exercise Price (as defined below) pending issue and delivery of the Warrant Shares.

The Exercise Notice shall be delivered or deemed delivered to the respective addresses or sent to the respective facsimile numbers of the Company and the Registrar set out in the Warrant Certificate or as otherwise notified to the Holder from time to time (provided that for such notification of change of address or facsimile number to be effective it must have been received by the Holder at least two (2) Business Days prior to any relevant Exercise Date). The date of delivery of an Exercise Notice (the "**Exercise Date**") shall be, for any Exercise Notice delivered on a Trading Day in the Exercise Period, (i) if such Exercise Notice is delivered at any time on or prior to 12:00 noon, Singapore time, that Trading Day, or (ii) if such Exercise Notice is delivered to the Company after 12:00 noon, Singapore time, the next Trading Day. If the Exercise Notice is delivered otherwise than on a Trading Day, the Exercise Date shall be the next Trading Day after delivery of the Exercise Notice. The custody bank account is such account in Singapore as shall be agreed by the Company and the Holder from time to time, provided that such notification of change of bank account is given at least two (2) Business Days prior to any Exercise Date.

The "**Aggregate Exercise Price**", in respect of any Exercise Notice, is the amount equal to the Exercise Price multiplied by the number of Warrant Shares for which the relevant Warrant is exercised.

3. Ranking

Warrant Shares falling to be issued upon the exercise of any Warrant will be issued and allotted no later than the second (2nd) Trading Day (or, if applicable, such shorter period as prescribed by the SGX-ST) after the relevant Exercise Date and will rank *pari passu* with fully paid Shares in issue on the relevant Exercise Date and accordingly shall entitle the holders of

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Shares thereof to participate in all dividends or other distributions declared, paid or made on or after the relevant Exercise Date unless adjustment therefor has been made as provided in the Warrant Conditions and other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the relevant Exercise Date and notice of the amount and record date for which shall have been given to the SGX-ST prior to the relevant Exercise Date.

4. Delivery of Warrant Shares

Upon receipt or deemed receipt of an Exercise Notice, the Company shall as soon as possible, but in any event before 3:00 pm, Singapore time, on the fourth (4th) Trading Day following the relevant Exercise Date (the "**Share Delivery Date**") issue and deliver or cause to be delivered to the direction of the Holder the number of Warrant Shares to be issued on such exercise. The Company shall effect delivery of Warrant Shares to the Holder by either, at the sole discretion of the Holder (i) issuing and making available for collection from the Registrar, a certificate or certificates registered in the name of the Holder or its nominee or designee, the number of Warrant Shares to which the Holder is entitled or (ii) where the Holder has elected in the Exercise Notice to have the delivery of Warrant Shares to be effected by the crediting of the securities account of the Holder or, as the case maybe, the securities account of the nominee, as specified in the Exercise Notice, the Company shall as soon as practicable but not later than four (4) Business Days after the relevant Exercise Date dispatch the certificate(s) relating to such Warrant Shares in the name of, and to, The Central Depository (Pte) Limited ("**CDP**") for the credit of the securities account of such holder as specified in the Exercise Notice. The Company shall be responsible for paying all at any cost of the CDP incurred or due upon any deposit of such Shares with CDP, and shall be responsible for paying all and any costs incurred as a result of or in connection with the application for and maintenance of the Listing of the Warrant Shares from time to time.

5. Delivery Failure

If the Company shall fail for any reason to issue and deliver to the Holder any Warrant Share on the applicable Share Delivery Date, then, without prejudice to the Holder's other rights and claims, the Company shall pay as liquidated damages (which have been determined on the basis of a reasonable estimate of the damage likely to be suffered by the Holder in the event of such failure by the Company to issue and deliver any Warrant Share on the Share Delivery Date) ("**Warrants Liquidated Damages**") an amount equal to two percent (2%) of the product of (A) the sum of the number of Warrant Shares not issued and delivered to the Holder or to the Holder's order on a timely basis and to which the Holder or its nominee or designee is entitled and (B) the average of the VWA Price of a Share for the three (3) consecutive Trading Days immediately preceding the relevant Share Delivery Date in cash to the Holder on each day, that the delivery of the relevant Warrant Share(s) is not timely effected (excluding the relevant Share Delivery Date but including the day on which the outstanding Warrant Share(s) are effectively issued and delivered) until the earlier of (i) the issue and delivery of the relevant Warrant Shares; or (ii) the day on which the Holder exercises its right to require refund of the relevant Aggregate Exercise Price.

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6. Payment of the Exercise Price

The Exercise Price represents approximately 399% premium to the VWAP of S\$0.1403 of the Shares traded on the SGX-ST for the five (5) Market Days preceding 4 September 2015, being the day on which the Agreement was signed.

The payment of the Aggregate Exercise Price to the Company in respect of the exercise of any Warrant by the Holder is in all respect conditional upon the issue of all the relevant Warrant Shares to the Holder on the Shares Delivery Date and upon the Listing of the Warrant Shares becoming effective during the Trading Day immediately following the Share Delivery Date (or such later date as the Holder may agree in writing).

If the conditions set out above are not satisfied (or waived by the Holder), without prejudice to the Holder's other legitimate rights and remedies for other damages, the Company shall:

- (a) If required by the Holder at any time after the applicable Share Delivery Date, cause the refund to the Holder as the Holder directs the relevant Aggregate Exercise Price in respect and to the extent of the relevant outstanding Warrant Shares (and upon refund of such Aggregate Exercise Price in respect and to the extent of the relevant outstanding Warrant Shares, the relevant Exercise Notice shall be terminated and treated as null and void in respect and to the extent of the relevant outstanding Warrant Shares); and
- (b) without prejudice and in addition to the remedies for Warrants Liquidated Damages, indemnify and keep indemnified the Holder and any person acting by order of the Holder on a full indemnity basis from and against all losses and damages incurred by the Holder or any person acting by order of the Holder as a result of or in connection with the relevant Warrant Shares not being issued and delivered on the Share Delivery Date or the Listing of any such Warrant Shares not being effective during the Trading Day immediately following the Share Delivery Date (or such later date as the Holder may agree in writing).

7. Adjustments to the Exercise Price

The Exercise Price shall be subject to adjustments under certain circumstances provided for in the Warrant Conditions, which are set out below.

7.1 **Rights upon Distribution of Assets**

If the Company shall declare or make a Capital Distribution, at any time in the Exercise Period, then, in each such case, any Exercise Price in effect immediately prior to the close of business in Singapore on the record date fixed for the determination of holders of Shares entitled to receive the Capital Distribution shall be reduced, effective as of the close of business in Singapore on such record date, to a price determined by multiplying such Exercise Price by a fraction of which (i) the numerator shall be the Closing Price of the Shares on the Trading Day immediately preceding such record date minus the value of the Capital Distribution (as determined in good faith by the Calculation Agent) applicable to one Share and (ii) the denominator shall be the Closing Price of the Shares on the Trading Day immediately preceding such record date.

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7.2 Purchase Rights

If at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase shares, warrants, Securities or other property pro rata to the holders of Shares (a "**Purchase Right**"), then the Company shall send to the Holder at the same time as sending any relevant notice of such Purchase Right to the existing holders of Shares who are being invited to participate, a notice setting out the aggregate Purchase Rights which the Holder would have if the Holder held the number of Shares issuable upon complete exercise of the relevant Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the record date as at which the holders of Shares are to be determined for the grant, issue or sale of such Purchase Rights (the "**Purchase Rights Notice**"). The Holder shall be entitled (but not under any obligation) to acquire the aggregate Purchase Rights set out in the Purchase Rights Notice, or any part thereof, provided that it confirms in writing to the Company, within fourteen (14) Business Days of receipt of the Purchase Rights Notice, its intention to do so.

7.3 Corporate Changes

7.3.1 Any reorganisation, merger, reconstruction, amalgamation or sale of all or substantially all of the assets of the Company and/or the Group to another person or other transaction which in any such case is effected in such a way that holders of Shares are entitled to receive (either directly or upon subsequent liquidation) shares, Securities or assets of any person other than the Company (including, without limitation, cash) in exchange for or by way of consideration for the cancellation of, or with respect to, Shares is referred to herein as "**Corporate Change**".

7.3.2 Prior to and conditional upon the completion of any:

7.3.2.1 sale of all or substantially all of the assets of the Company and/or the Group comprising a Corporate Change; or

7.3.2.2 a Corporate Change following which the Company is to become the subsidiary of another person or to be wound up

the Company will secure from the person purchasing such assets or Shares or the acquiring company or successor resulting from such Corporate Change (in each case, the "**Acquiring Entity**") a written agreement to deliver to the Holder, in exchange for its Warrants, Securities of the Acquiring Entity evidenced by a written instrument substantially similar in form and substance to the Warrant and the terms of such Securities (including, for the avoidance of doubt, the exercise price and the number of shares in the Acquiring Entity in respect of which such new warrant may be exercised) shall fairly and reasonably reflect the offer to or arrangement with the holders of Shares pursuant to the Corporate Change. The Company shall procure that the Acquiring Entity shall issue Securities to the Holder in accordance with this Section 7.3 upon completion of such Corporate Change and the Holder shall as soon as practicable thereafter submit the relevant Warrant Certificate to the Acquiring Entity for cancellation. The relevant Warrant shall not be capable of exercise after the date of completion of such Corporate Change provided that the Acquiring Entity has entered into an agreement in the terms of this Section 7.3.

7.3.3 Prior to and conditional upon the consummation of any Corporate Change other than as described in Section 7.3.2, the Company shall make appropriate provision (in form and substance reasonably reflecting the offer to or arrangement with the holders of Shares pursuant to the Corporate Change and satisfactory to the Holder) to ensure that the Holder will thereafter have the right to subscribe for and receive, in lieu of or

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in addition to (as the case may be) the Shares immediately previously available for subscription and receivable upon the exercise of the relevant Warrant, such shares, Securities or assets that would have been issued or transferred in such Corporate Change with respect to or in exchange for the number of Shares which would have been available for subscription and receivable upon the complete exercise of the relevant Warrant as at the date of such Corporate Change (without taking into account any limitations or restrictions on the exercise of the relevant Warrant).

7.3.4 The Company shall give written notice to the Holder at least ten (10) Trading Days prior to the date on which the Company closes its books or takes a record (i) with respect to any dividend or distribution upon the Shares; or (ii) with respect to any pro rata subscription offer to holders of Shares; or (iii) for determining rights to vote with respect to any Corporate Change, dissolution or liquidation; provided that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder.

7.3.5 The Company shall also give written notice to the Holder at least ten (10) Trading Days prior to the date on which any Corporate Change, dissolution or liquidation will take place, provided that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder.

7.4 Other Adjustment of Exercise Price

If the Company issues or sells, or in accordance with this Section 7.4 is deemed to have issued or sold, any Shares (including the issue or sale of Shares owned or held by or for the account of the Company, but excluding Shares deemed to have been issued or sold by the Company upon exercise of the Warrant issued pursuant to the Agreement or in connection with any employee share option scheme approved by the board of director of the Company pursuant to which the Company's Shares may be issued to any employee, officer or director for services provided to the Company), for a consideration per Share less than either (i) the Closing Price of the Shares on the date of such issue or sale; or (ii) the Exercise Price in effect at that time, whichever being the greater (the "**Applicable Price**"), then immediately after such issue or sale, the Exercise Price then in effect shall be reduced to an amount equal to the product of (x) the Exercise Price in effect immediately prior to such issue or sale and (y) the quotient of (1) the sum of (I) the product of the Applicable Price and the number of Shares Deemed Outstanding immediately prior to such issue or sale and (II) the consideration, if any, received by the Company upon such issue or sale, divided by (2) the product of (I) the Applicable Price multiplied by (II) the number of Shares Deemed Outstanding immediately after such issue or sale. For the purpose of determining the adjusted Exercise Price under this Section 7.4, the following further terms shall apply:

7.4.1 Issue of Options

If the Company in any manner grants or sells Options and the lowest price per Share for which one Share is issuable upon the exercise of any such Option or upon conversion, exchange or exercise of any Convertible Securities issuable upon exercise of such Option is less than the Applicable Price, then such Shares subject to such Options shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Options for such price per Share. For purposes of this Section 7.4.1, the "**lowest price per Share for which one Share is issuable upon the exercise of any such Option or upon conversion, exchange or exercise of any Convertible Securities issuable upon exercise of such Option**" shall be equal to the sum of the lowest amount of consideration (if any) received or receivable by the Company with respect to any one Share upon granting or sale of such Option, upon exercise of such Option and upon

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conversion, exchange or exercise of any Convertible Security issuable upon exercise of such Option. No further adjustment of the Exercise Price shall be made upon the actual issue of such Shares or of such Convertible Securities upon the exercise of such Options or upon the actual issue of such Shares upon conversion, exchange or exercise of such Convertible Securities.

7.4.2 Issue of Convertible Securities

If the Company in any manner issues or sells Convertible Securities and the lowest price per Share for which one Share is issuable upon such conversion, exchange or exercise of such Convertible Securities is less than the Applicable Price, then such Shares subject to Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issue or sale of such Convertible Securities for such price per Share. For the purposes of this Section 7.4.2, the "**lowest price per Share for which one Share is issuable upon such conversion, exchange or exercise of such Convertible Securities**" shall be equal to the sum of the lowest amount of consideration (if any) received or receivable by the Company with respect to any one Share upon the issue or sale of such Convertible Securities and upon the conversion, exchange or exercise of such Convertible Security. No further adjustment of the Exercise Price shall be made upon the actual issue of such Shares upon conversion, exchange or exercise of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Option for which adjustment of the Exercise Price had been or are to be made pursuant to other provisions of this Section 7.4, no further adjustment of the Exercise Price shall be made by reason of the issue or sale of such Convertible Securities.

7.4.3 Change in Option Price or Rate of Conversion

If the purchase price provided for in any Option, the additional consideration, if any, payable upon the issue, conversion, exchange or exercise of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable or exercisable for Shares changes at any time, the Exercise Price in effect at the time of such change shall be adjusted to the Exercise Price which would have been in effect at such time had such Options or Convertible Securities provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 7.4.3, if the terms of any Option or Convertible Security that was outstanding as at the Issue Date are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Shares deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have issued at the date of such change.

7.4.4 Calculation of Consideration Received

If any Shares, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of the consideration received by the Company for such Share, Option or Convertible Security will be the fair value of such non-cash consideration, except where such consideration consists of Securities, in which case the amount of consideration received by the Company will be the Closing Price of such Securities on the date of receipt. If any Shares, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration of such Shares, Options or Convertible Securities issued will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is

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attributable to such Shares, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or Securities will be determined jointly by the Company and the Holder. If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the "**Valuation Event**"), the fair value of such consideration will be determined within five (5) Business Days after the tenth (10th) day following the Valuation Event by the Calculation Agent.

7.5 **Adjustment on Subdivision or Combination of Shares**

If the Company at any time subdivides (by any stock split, stock dividend, recapitalisation or otherwise) its outstanding Shares into a greater number of Shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares in effect or outstanding at the time of such subdivision shall be increased proportionately. If the Company at any time combines (by combination, reverse stock split or otherwise) its outstanding Shares into a smaller number of Shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares in effect or outstanding at the time of such subdivision shall be decreased proportionately.

7.6 **Periodic Adjustment**

If, on the first and/or second anniversary of the Issue Date, the Closing Price for the Shares is less than ninety percent (90%) of the then-current Exercise Price, the Exercise Price shall be adjusted, as of such anniversary date, to one hundred ten percent (110%) of the Closing Price on such date; provided that if such anniversary date is not a Trading Day, the Closing Price and, if applicable, any adjustment to the Exercise Price, shall be determined on the next succeeding Trading Day immediately following such anniversary date.

7.7 **Other Events**

If any event occurs of the type contemplated by the provisions of this Section 7 but not expressly provided for by such provisions (including, without limitation, the granting of share appreciation rights, phantom share rights or other rights with equity features), then the Calculation Agent will make an appropriate adjustment in the Exercise Price and the number of Warrant Shares outstanding so as to protect the rights of the Holder under this Warrant provided that no such adjustment will increase the Exercise Price or decrease the number of Warrant Shares then outstanding as otherwise determined pursuant to this Section 7.

7.8 **Non-Circumvention**

The Company hereby covenants and agrees that the Company will not, by amendment of its memorandum and articles of association or through any reorganisation, transfer of assets, consolidation, merger, dissolution, issue or sale of Securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the conditions in this Section 7 herein, and will at all times in good faith carry out all of the provisions of these conditions in this Section 7 and take all action as may be required to protect the rights of the Holder.

7.9 **Provisions in relation to adjustment**

The following provisions shall apply in relation to adjustments to be made pursuant to this Section 7:

7.9.1 **Rounding of Exercise Price**

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Any adjustment to the Exercise Price shall be made to the nearest one-tenth of a Singapore Cent (SGD0.001) so that any amount under half of one-tenth of a Singapore Cent (SGD0.0005) shall be rounded down and any amount of half of one-tenth of a Singapore Cent (SGD0.0005) or more shall be rounded up and in no event shall any adjustment (otherwise than upon the consolidation of Shares into Shares of a larger nominal amount) be made which would effect an increase in the Exercise Price then in effect.

7.9.2 **Determination**

Any adjustment to the Exercise Price which may be made by the Company pursuant to the terms hereof shall be certified in a Determination issued by the Calculation Agent. In making such a Determination or any other Determination pursuant to these conditions in this Section 7, the Calculation Agent shall be deemed to act as experts and not as arbitrators. The Company shall promptly supply to the Calculation Agent all such assistance, documentation and information as it may reasonably require for the purposes of making any such Determination. Any Determination of the Calculation Agent shall be contained in a certificate to be issued by the Calculation Agent and shall in the absence of manifest error be conclusive and binding on the Company and the Holder and any other Persons interested therein. The costs of any Determination shall be borne by the Company.

7.9.3 **No Adjustment**

Notwithstanding anything contained in these conditions in this Section 7, no adjustment shall be made to the Exercise Price in any case in which the amount by which the same would be adjusted in accordance with the foregoing provisions of this Section 7 would be less than one-tenth of a Singapore Cent (SGD0.001) and any adjustment that would otherwise be required then to be made shall not be carried forward.

7.9.4 **Notice of Adjustments**

Whenever the Exercise Price is adjusted as provided herein the Company shall give notice to the Holder that the Exercise Price has been so adjusted (setting out in such notice the event giving rise to the adjustment, the Exercise Price in effect prior to such adjustment, the adjusted Exercise Price, the number of the relevant Warrant Shares held in respect of the Holder as shown in the Warrant Register and the effective date thereof) and shall at all times thereafter so long as the relevant Warrant remains to be exercised make available for inspection at its registered office a signed copy of the Determination certificate issued by the Calculation Agent pursuant to Section 7.9.2 above and a certificate signed by an officer of the Company setting out brief particulars of the event giving rise to the adjustment, the Exercise Price in effect prior to such adjustment, the adjusted Exercise Price and the effective date thereof and shall, on request, send a copy thereof to the Holder.

7.10 **Notwithstanding any provision of these Conditions to the contrary**, no adjustment (other than upon the consolidation of Shares into Shares of a larger nominal amount) pursuant to these conditions in this Section 7 shall result in, in respect of any Warrant, a decrease in the number of Warrant Shares or in the Exercise Price to a value less than then the nominal value per Share.

8. Transfer of Warrants

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- (a) Each Warrant shall be transferable by an instrument of transfer ("**Instrument of Transfer**"). To transfer any Warrant, the Holder shall deliver to the Company the executed Instrument of Transfer together with the relevant Warrant Certificate relating to such transfer and where only part of a Warrant shall be transferred, the Company shall issue a new Warrant Certificate to the transferor representing the balance of the Warrant Shares with respect to the relevant Warrant registered in the Holder's name which is not transferred. The Instrument of Transfer must be executed both by the Holder and the transferee.
- (b) Subject to the execution of the Instrument of Transfer and the delivery to the Company of the relevant Warrant Certificate with respect to the Warrant to be transferred, the Company will, within three (3) Business Days of the request (or such longer period as may be required to comply with the Listing Rules or other laws or regulations applicable to the relevant Warrant), execute and deliver to the transferee the Instrument of Transfer (at the risk of the transferee) by mail to such address as the transferee may request a new Warrant Certificate.
- (c) The Holder will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular mail and except that the Company may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration of such transfer.
- (d) Subject to the Listing Rules, other laws and regulations applicable to a Warrant and the agreement of the Holder, the Company and/or all or part of the Group may at any time purchase any Warrant. Any Warrant or any part of any Warrant purchased as aforesaid shall be cancelled forthwith and may not be reissued or re-sold.

9. Maintenance of Register, calculation agent

The Company shall so long as any Warrant is outstanding:

- (a) maintain at its registered office the Warrant Register which shall, to the extent the Company is notified of the same in accordance with the terms hereof, show (i) the name and address of the registered holder of each Warrant (including, for the avoidance of doubt, all permitted transfers and changes of ownership of Warrants), (ii) all cancellations of each Warrant following its exercise and (iii) all replacements of Warrant Certificates;
- (b) subject to applicable laws and regulations at all reasonable times, during office hours and on prior written notice by the Holder make the Warrant Register available to the Holder for inspection and for the taking of copies or extracts;
- (c) appoint and maintain the appointment of a calculation agent in accordance with the Warrant Conditions.

10. Winding-up

The Holder shall be entitled to receive notice (as if a holder of Shares) of any general meeting of the Company convened to consider and if thought fit pass a resolution for the voluntary winding-up of the Company. The Holder shall be entitled to at any time within 21 days after the passing of such resolution for the voluntary winding-up of the Company or the date of an

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order of the court being made for the winding-up of the Company by irrevocable surrender to the Company of the relevant Warrant Certificate with the Exercise Notice duly completed in respect thereof, together with payment of the applicable Aggregate Exercise Price, to elect to be treated as if it had immediately prior to the commencement of such winding-up exercised the relevant Warrant to the extent specified in such Exercise Notice submitted by it and had on such date been the holder of the Shares to which it would have become entitled pursuant to such exercise and the Company and the liquidator of the Company shall, subject to, and to the extent permitted by the laws and regulations applicable to the relevant Warrant, the Company or such voluntary winding-up of the Company give effect to such election accordingly. The Company shall give notice to the Holder of the passing of any such resolution or the making of such order of the court within seven (7) days after the passing thereof or the making of such order and such notice shall contain a statement to the Holder with respect to its rights under the Warrant Conditions.

11. Amendments

No amendment, modification or other change may be made to the Warrant or the Warrant Conditions unless such amendment, modification or change is set forth in writing and is signed by the Company and the Holder. Where required by applicable laws and regulations, any such amendment, modification or other change shall also be subject to the approval of the Shareholders.

NOTICE OF SPECIAL GENERAL MEETING

YUUZOO CORPORATION LIMITED
(Company Registration Number: 36658)
(Incorporated in Bermuda)

NOTICE IS HEREBY GIVEN that a Special General Meeting (the “**SGM**”) of the shareholders (the “**Shareholders**”) of YuuZoo Corporation Limited (the “**Company**”) will be held at Conference Room, 20 Science Park, Level 1 Teletech Park, Singapore 117674 on 21 March 2016 at 1:00 pm for the purpose of considering and, if thought fit, passing the following ordinary resolutions with or without modification:

*Unless the context otherwise requires, all terms used herein shall have the same meaning ascribed to them in the Circular to Shareholders dated 4 March 2016 (“**Circular**”).*

ORDINARY RESOLUTION 1 - THE PROPOSED PLACEMENT

That subject to and contingent upon the passing of Resolution 2, approval be and is hereby given to the Directors:

- (a) to enter into and execute the Agreement, and do all such acts and things, and sign and execute all such documents and instruments as may be necessary, desirable or expedient to give effect to the terms of the Agreement;
- (b) to carry out and implement the Proposed Placement in accordance with the terms and conditions of the Agreement, including without limitation, upon receipt of the Closing Notice from the Investor, to issue and allot up to 280,000,000 Sales Shares as may be required, subject to and otherwise in accordance with the terms and conditions of the Agreement, whereby such Sales Shares shall rank *pari passu* in all respects with the then existing shares in the capital of the Company except for any dividend, rights, allotment or other distributions the record date for which is before the relevant issue and allotment date of the Sales Shares; and
- (c) pursuant to the terms of the Bermuda Companies Act and subject to and in accordance with the terms of the Memorandum of Association and Bye-laws of the Company, to carry out and implement the issue and allotment of the Sales Shares;
- (d) to complete and do and/or procure to be done all such acts and things including, without limitation, payment of any fees and expenses in connection with the Proposed Placement, executing all such documents and approving any amendments, alterations or modifications to any documents as they may consider necessary, desirable or expedient to give full effect to this Resolution 1.

ORDINARY RESOLUTION 2 - THE PROPOSED WARRANT AND SHARE ISSUE

That subject to and contingent upon the passing of Resolution 1, approval be and is hereby given to the Directors:

- (a) to carry out and implement the Proposed Warrant and Share Issue in accordance with the terms and conditions of the Agreement and the Warrant Conditions, including without limitation,

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- (i) to issue 55,000,000 Warrants of the Company to the Investors, subject to and otherwise in accordance with the Agreement;
- (ii) to issue and allot up to 55,000,000 Warrant Shares to the Investor in the capital of the Company as may be required or permitted to be issued and allotted on the exercise of the Warrant(s), and such Warrant Shares shall rank *pari passu* in all respects with the then existing shares in the capital of the Company except for any dividend, rights, allotment or other distributions the record date for which is before the relevant allotment date of the Warrant Shares;
- (iii) to issue such additional Warrants and additional Warrant Shares as may be required or permitted to be issued in accordance with the Warrant Conditions in respect of the Warrants, and the Bermuda Companies Act and the Memorandum of Association and Bye-laws of the Company in respect of the Warrant Shares;
- (iv) to make such adjustments to the Exercise Price as may be required or permitted to be made in accordance with the Warrant Conditions;
- (v) pursuant to the terms of the Bermuda Companies Act and subject to and in accordance with the terms of the Memorandum of Association and Bye-laws of the Company, to carry out and implement the issue of the Warrants and the issue and allotment of the Warrant Shares; and
- (vi) to complete and do and/or procure to be done all such acts and things including, without limitation, payment of any fees and expenses in connection with the Proposed Warrants and Shares Issue, executing all such documents and approving any amendments, alterations or modifications to any documents as they may consider necessary, desirable or expedient to give full effect to this Resolution 2.

BY ORDER OF THE BOARD

Thomas Zilliacus
Executive Chairman

Singapore
4 March 2016

Notes:

- (1) A member of the Company entitled to attend and vote at the SGM of the Company may appoint not more than two (2) proxies to attend and vote in his/her stead. A member of the Company which is a corporation is entitled to appoint its authorised representative or proxy to vote on its behalf. A proxy need not be a member of the Company.
- (2) Where a member appoints two (2) proxies, he shall specify the proportion of his shareholding to be represented by each proxy. If no such proportion or number is specified, the first named proxy may be treated as representing 100 per cent of the shareholding and any second named proxy as an alternate to the first named.
- (3) The instrument appointing a proxy must be signed by the appointer or his attorney duly authorised in writing. Where the instrument appointing a proxy is executed by a corporation, it must be executed either under its common seal or under the hand of any officer or attorney duly authorised. The power of attorney or other authority, if any, under which the instrument of proxy is signed on behalf of the member or duly certified copy of that power of attorney or other authority (failing previous registration with the Company) shall be attached to the instrument of proxy, failing which the instrument may be treated as invalid.
- (4) A depositor holding Shares through the CDP and whose name appears in the Depository Register who wishes to attend and vote at the Meeting may do so as CDP's proxy.
- (5) The duly completed proxy form must be deposited at the office of the Company's Share Transfer Agent, RHT Corporate Advisory Pte. Ltd. at Six Battery Road #10-01, Singapore 049909 not less than forty-eight (48) hours before the time appointed for the holding of the SGM.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the SGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the SGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the SGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty