

APPENDIX DATED 13 JULY 2022

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

If you are in any doubt as to the action you should take, you should consult your stockbroker or other professional adviser immediately.

If you have sold or transferred all your shares in the capital of AMOS Group Limited (the “**Company**”), you should immediately forward this Appendix to the purchaser or transferee, or to the bank, stockbroker or other agent through whom the sale or the transfer was effected for onward transmission to the purchaser or the transferee.

This Appendix has not been examined or approved by the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) and the SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Appendix.

This Appendix has been made available on SGXNET and the Company’s website and may be accessed at the URL <https://www.amosgroup.com/investor>. A printed copy of this Appendix will NOT be despatched to Shareholders.

As a precautionary measure and to minimize physical interactions and COVID-19 transmission risks, Shareholders will not be able to attend the 2022 AGM in person. Instead, alternative arrangements have been put in place to allow Shareholders to participate at the 2022 AGM by (a) watching the proceedings of the AGM 2022 via “live” webcast or listening to the 2022 AGM proceedings via “live” audio feed, (b) submitting questions in advance of the 2022 AGM, and/or (c) voting by proxy at the 2022 AGM.

Please refer to paragraph 9 of this Appendix and the Notice of AGM for further information, including the steps to be taken by Shareholders to participate at the 2022 AGM. The Notice of Annual General Meeting may also be accessed at the URL <https://www.amosgroup.com/investor>.

Due to the constantly evolving COVID-19 situation in Singapore, the Company may be required to change its AGM arrangements at short notice. Shareholders should check the Company’s website at the URL <https://www.amosgroup.com/investor> for the latest updates on the status of the AGM, if any.



APPENDIX TO THE NOTICE OF ANNUAL GENERAL MEETING DATED 13 JULY 2022 IN RELATION TO

- (1) THE PROPOSED RENEWAL OF THE SHARE BUY-BACK MANDATE**
- (2) THE PROPOSED EXTENSION OF THE AMOS EMPLOYEE SHARE OPTION SCHEME**
- (3) THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OPTIONS AT A DISCOUNT UNDER THE AMOS EMPLOYEE SHARE OPTION SCHEME**

IMPORTANT DATES AND TIMES:

Last date and time for lodgment of Proxy Form	:	25 July 2022 at 10.00 a.m.
Date and time of Annual General Meeting	:	28 July 2022 at 10.00 a.m.
Place of Annual General Meeting	:	Solely via ‘live’ webcast from 156 Gul Circle, Singapore 629613

TABLE OF CONTENTS

DEFINITIONS	2
LETTER TO SHAREHOLDERS	6
1 INTRODUCTION	6
2 THE PROPOSED RENEWAL OF THE SHARE BUYBACK MANDATE	6
3 THE PROPOSED EXTENSION OF AND CONTINUED IMPLEMENTATION OF THE AMOS EMPLOYEE SHARE OPTION SCHEME	19
4 THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OPTIONS AT A DISCOUNT UNDER THE AMOS EMPLOYEE SHARE OPTION SCHEME	26
5 INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS	27
6 DIRECTORS' RECOMMENDATION	27
7 ABSTENTION FROM VOTING	27
8 ANNUAL GENERAL MEETING	27
9 ACTION TO BE TAKEN BY SHAREHOLDERS	28
10 INSPECTION OF DOCUMENTS	29
11 DIRECTORS' RESPONSIBILITY STATEMENT	30
APPENDIX A RULES OF THE AMOS EMPLOYEE SHARE OPTION SCHEME	31

DEFINITIONS

In this Appendix, the following definitions shall apply throughout unless the context otherwise requires or unless otherwise stated:

“2022 AGM”	:	The annual general meeting of the Company to be held on 28 July 2022.
“AGM”	:	An annual general meeting of the Company.
“Annual Report”	:	The annual report of the Company for the financial year ended 31 March 2022.
“Appendix”	:	This appendix to the Notice of AGM.
“Associate”	:	(a) In relation to any director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and (b) in relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more.
“Average Closing Price”	:	Has the meaning ascribed to it in paragraph 2.3(d) of this Appendix.
“CDP”	:	The Central Depository (Pte) Limited.
“Companies Act”	:	The Companies Act (Chapter 50 of Singapore), as amended, modified or supplemented from time to time.
“Company”	:	AMOS Group Limited.
“concert parties”	:	Has the meaning ascribed to it in paragraph 2.9(b) of this Appendix.
“Constitution”	:	The constitution of the Company, as amended, modified or supplemented from time to time.

“control”	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company.
“Controlling Shareholder”	:	A person who: <ul style="list-style-type: none"> (a) holds directly or indirectly 15% or more of the total voting rights in the Company. The SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder; or (b) in fact exercises control over the Company.
“Court”	:	The High Court of the Republic of Singapore or a judge thereof.
“day of the making of the offer”	:	Has the meaning ascribed to it in paragraph 2.3(d) of this Appendix.
“Director”	:	A director of the Company for the time being.
“EPS”	:	Earnings per Share.
“ESOS”	:	AMOS Employee Share Option Scheme
“Group”	:	The Company and its subsidiaries.
“Latest Practicable Date”	:	29 June 2022, being the latest practicable date prior to the issue of this Appendix.
“Listing Manual”	:	The listing manual of the SGX-ST, as amended, modified or supplemented from time to time.
“Market Days”	:	A day on which the SGX-ST is open for trading in securities.
“Market Purchases”	:	Has the meaning ascribed to it in paragraph 2.3(c) of this Appendix.
“Maximum Price”	:	Has the meaning ascribed to it in paragraph 2.3(d) of this Appendix.
“Notice of AGM”	:	Has the meaning ascribed to it in paragraph 1.1 of this Appendix.
“NTA”	:	Net tangible assets.
“Off-Market Purchases”	:	Has the meaning ascribed to it in paragraph 2.3(c) of this Appendix.
“Prescribed Limit”	:	Has the meaning ascribed to it in paragraph 2.3(a) of this Appendix.

“Registrar”	:	The Registrar of Companies.
“related expenses”	:	Has the meaning ascribed to it in paragraph 2.3(d) of this Appendix.
“Relevant Period”	:	The period commencing from the date on which the renewal of the Share Buyback Mandate is approved by the Shareholders and expiring on the date the next AGM is held or is required by law to be held on, whichever is the earlier.
“Securities Account”	:	A securities account maintained by a depositor with CDP but not including a securities sub-account maintained with a depository agent.
“Securities and Futures Act”	:	The Securities and Futures Act (Chapter 289 of Singapore), as amended, modified or supplemented from time to time.
“SGX-ST”	:	Singapore Exchange Securities Trading Limited.
“Share Buyback Mandate”	:	General and unconditional mandate given by Shareholders to authorise the Directors to purchase Shares in accordance with the terms set out in the Ordinary Resolution, as more particularly described in this Appendix and in accordance with the rules and regulations set forth in the Companies Act and the Listing Manual.
“Shareholders”	:	Persons who are registered as holders of Shares in the register of members of the Company except that where the registered holder is CDP, the term “Shareholders” shall mean the depositors who have Shares credited to their Securities Accounts.
“Shares”	:	Ordinary shares in the capital of the Company.
“subsidiary holdings”	:	Shares referred to in Sections 21(4), 21(4B), 21(6A) and 21(6C) of the Companies Act.
“Substantial Shareholder”	:	A shareholder who has an interest or interests in one or more voting shares (excluding treasury shares) in the Company, and the total votes attached to that share, or those shares, is not less than 5% of the total votes attached to all the voting shares (excluding treasury shares) in the Company.
“Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as amended, modified or supplemented from time to time.
“\$” and “cents”	:	Singapore dollars and cents, respectively.
“%”	:	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 or any statutory modification thereof, as the case may be.

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 individuals, firms and corporations.

Any reference in this Appendix to any statute or enactment is a reference to that statute or enactment for the time being amended or re-enacted. Any term defined under the Companies Act, the Listing Manual, the Takeover Code or any modification thereof and used in this Appendix shall have the meaning assigned to it under the Companies Act, the Listing Manual, the Take-over Code or any modification thereof, as the case may be, unless otherwise provided.

Summaries of the provisions of any laws and regulations (including the Take-over Code and the Listing Manual) contained in this Appendix are of such laws and regulations (including the Take-over Code and the Listing Manual) as at the Latest Practicable Date.

Any reference to a time of day in this Appendix is made by reference to Singapore time unless otherwise stated.

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

AMOS GROUP LIMITED
(Company Registration No.: 201004068M)
(Incorporated in the Republic of Singapore)

LETTER TO SHAREHOLDERS

Directors:

Mr. Kyle Arnold Shaw, Jr (Executive Chairman)
Mr. David Wood Hudson (Lead Independent Non-Executive Director)
Mr. Lim Shook Kong (Independent Non-Executive Director)
Ms. Edwina Cheung Pui Yin (Independent Non-Executive Director)

Registered Office:

156 Gul Circle,
Singapore 629613

13 July 2022

To: The Shareholders of AMOS Group Limited

Dear Sir/Madam

1 INTRODUCTION

- 1.1 The Directors wish to refer Shareholders to the notice of AGM which has been announced on the same date as the date of this Appendix in relation to the 2022 AGM to be held by way of electronic means on 28 July 2022 (the “**Notice of AGM**”).
- 1.2 The proposed Resolution 7 in the Notice of AGM relates to the proposed renewal of the Share Buyback Mandate as set out in paragraph 2 below.
- 1.3 The proposed Resolution 8 in the Notice of AGM relates to the proposed extension of the AMOS Employee Share ESOS which was first approved by Shareholders at the extraordinary general meeting of the Company held on 24 September 2012 and as set out in Paragraph 3 below.
- 1.4 The proposed Resolution 9 in the Notice of AGM relates to the proposed grant of authority to offer and grant ESOS at a discount under the ESOS as set out in Paragraph 4 below.
- 1.5 The Directors wish to highlight that Resolution 9 in the Notice of AGM, which relates to the proposed grant of authority to offer and grant ESOS at a discount under the ESOS, is conditional upon the passing of Resolution 8. This means that if Resolution 8 is not approved, Resolution 9 would not be passed.
- 1.6 The purpose of this Appendix is to provide Shareholders with information relating to, and to seek Shareholders’ approval at the 2022 AGM for, the proposed renewal of the Share Buyback Mandate, the proposed extension of the ESOS, the proposed grant of authority to offer and grant Options at a discount under the ESOS.

2 THE PROPOSED RENEWAL OF THE SHARE BUYBACK MANDATE

2.1 The Proposed Renewal of the Share Buyback Mandate

It is a requirement under the Companies Act and the Listing Manual that a company, which wishes to purchase or otherwise acquire its own shares, has to obtain the approval of its shareholders to do so at a general meeting of its shareholders. In this regard, the Share Buyback Mandate was last renewed at an annual general meeting of the Company held on 29 July 2021. The Company proposes to renew the Share Buyback Mandate, subject to Shareholders’ approval at the 2022 AGM, to enable the Directors to continue to exercise all powers of the Company to purchase or otherwise acquire the Shares on the terms of the Share Buyback Mandate.

Unless renewed again, the Share Buyback Mandate will expire on the date of the forthcoming 2022 AGM of the Company. In this regard, the Company proposes to renew the Share Buyback Mandate for the Company to make market and off-market buybacks of Shares from time to time of up to 10% of the total number of Shares (excluding treasury shares and subsidiary holdings) in accordance with the terms set out below.

2.2 Rationale for the Proposed Renewal of the Share Buyback Mandate

The approval of the renewal of the Share Buyback Mandate authorizing the Company to purchase or acquire its Shares would give the Company the flexibility to undertake Share purchases or acquisitions up to the Prescribed Limit (as defined in paragraph 2.3(a) below) at any time, subject to market conditions, during the period when the Share Buyback Mandate is in force.

The rationale for the Company to undertake the purchase or acquisition of its Shares is as follows:

- (a) in managing the business of the Group, the management team strives to increase shareholder value by improving, *inter alia*, the return on equity of the Group. A share buyback at the appropriate price levels is one of the ways in which the return on equity of the Group may be enhanced;
- (b) Shares purchased or acquired under the Share Buyback Mandate can also be held by the Company as treasury shares to satisfy the Company's obligations to furnish Shares to participants in any share-based incentive schemes it may implement from time to time, thus giving the Company greater flexibility to select the method of providing Shares to employees that is most beneficial to the Company and its Shareholders;
- (c) the Share Buyback Mandate is an expedient, effective and cost-efficient way for the Company to return to Shareholders surplus cash/funds which is/are over and above its ordinary capital requirements and in excess of the financial and possible investment needs of the Group, if any. In addition, the Share Buyback Mandate will allow the Company to have greater flexibility over, *inter alia*, the Company's share capital structure with a view to enhancing the EPS and NTA per Share of the Company; and
- (d) the Share Buyback Mandate will provide the Company with the means to mitigate short-term market volatility, offset the effects of short-term speculation and bolster the confidence of investors and Shareholders.

While the Share Buyback Mandate would authorize a purchase or acquisition of Shares up to the Prescribed Limit during the period referred to in paragraph 2.3(b) below, Shareholders should note that purchases or acquisitions of Shares pursuant to the Share Buyback Mandate may not be carried out to the full Prescribed Limit as authorized and the purchases or acquisitions of Shares pursuant to the Share Buyback Mandate will be made only as and when the Directors consider it to be in the best interests of the Company and/or Shareholders and in circumstances which they believe will not result in any material adverse effect on the financial condition of the Company or the Group, or result in the Company being delisted from the SGX-ST. The Directors will use their best efforts to ensure that after a purchase or acquisition of Shares pursuant to the Share Buyback Mandate, the number of Shares remaining in the hands of the public will not fall to such a level as to cause market illiquidity or adversely affect the orderly trading and listing status of the Shares on the SGX-ST.

2.3 Authority and Limits on the Share Buyback Mandate

The authority and limitations placed on purchases or acquisitions of Shares by the Company under the Share Buyback Mandate are summarized below:

(a) Maximum Number of Shares

Only Shares which are issued and fully paid-up may be purchased or acquired by the Company. The total number of Shares which may be purchased or acquired pursuant to the Share Buyback Mandate is limited to that number of Shares representing not more than 10% of the total number of issued Shares as at the date of the 2022 AGM (excluding treasury shares and subsidiary holdings) at which the renewal of the Share Buyback Mandate is approved, unless the Company has, at any time during the Relevant Period, reduced its share capital by a special resolution under Section 78C of the Companies Act, or the Court has, at any time during the Relevant Period, made an order under Section 78I of the Companies Act confirming the reduction of share capital of the Company, in which event the total number of issued Shares shall be taken to be the total number of issued Shares as altered by the special resolution of the Company or the order of the Court, as the case may be (the “**Prescribed Limit**”). Any Shares which are held as treasury shares or subsidiary holdings will be disregarded for the purposes of computing the Prescribed Limit.

For illustrative purposes only, based on the general rule in the foregoing paragraph, on the basis of 178,569,456 Shares in issue (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date and assuming no further Shares are issued on or prior to the 2022 AGM, and that the Company does not reduce its share capital, not more than 17,856,945 Shares (representing not more than 10% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at that date) may be purchased or acquired by the Company pursuant to the Share Buyback Mandate during the Relevant Period.

(b) Duration of Authority

Purchases or acquisitions of Shares pursuant to the Share Buyback Mandate may be made, at any time and from time to time, on and from the date of the 2022 AGM, at which the renewal of the Share Buyback Mandate is approved, up to:

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

whichever is the earliest.

The authority conferred on the Directors by the Share Buyback Mandate to purchase or acquire Shares may be renewed by the Shareholders in any general meeting of the Company, such as at the next annual general meeting or at an extraordinary general meeting to be convened immediately after the conclusion or adjournment of the next annual general meeting. When seeking the approval of the Shareholders for the renewal of the Share Buyback Mandate, the Company is required to disclose details pertaining to purchases or acquisitions of Shares pursuant to the proposed Share

Buyback Mandate made during the previous 12 months, including the total number of Shares purchased or acquired, the purchase price per Share or the highest and lowest prices paid for such purchases or acquisitions of Shares, where relevant, and the total consideration paid for such purchases or acquisitions.

(c) Manner of Purchase or Acquisition

Purchases or acquisitions of Shares may be made by way of:

- (i) on-market purchases (“**Market Purchases**”), transacted on the SGX-ST through the ready market, and which may be transacted through one or more duly licensed stockbrokers appointed by the Company for the purpose; and/or
- (ii) off-market purchases (“**Off-Market Purchases**”) effected pursuant to an equal access scheme in accordance with Section 76C of the Companies Act.

The Directors may impose such terms and conditions which are not inconsistent with the Share Buyback Mandate, the Listing Manual, the Companies Act and the Constitution, as they consider fit in the interests of the Company in connection with or in relation to any equal access scheme or schemes. An Off-Market Purchase must, however, satisfy all of the following conditions:

- (i) offers for the purchase or acquisition of Shares shall be made to every person who holds Shares to purchase or acquire the same percentage of their Shares;
- (ii) all of the abovementioned persons shall be given a reasonable opportunity to accept the offers made to them; and
- (iii) the terms of all the offers shall be the same, except that there shall be disregarded (A) differences in consideration attributable to the fact that offers may relate to Shares with different accrued dividend entitlements, (B) differences in consideration attributable to the fact that offers may relate to Shares with different amounts remaining unpaid, and (C) differences in offers introduced solely to ensure that each Shareholder is left with a whole number of Shares.

Pursuant to Rule 885 of the Listing Manual, if the Company wishes to make an Off-Market Purchase in accordance with an equal access scheme, it will issue an offer document to all Shareholders containing at least the following information:

- (1) the terms and conditions of the offer;
- (2) the period and procedures for acceptances;
- (3) the reasons for the proposed purchase or acquisition of Shares;
- (4) the consequences, if any, of the purchases or acquisitions of Shares by the Company that will arise under the Take-over Code or other applicable take-over rules;
- (5) whether the purchases or acquisitions of Shares, if made, would have any effect on the listing of the Shares on the SGX-ST;

(6) details of any purchases or acquisitions of Shares made by the Company in the previous 12 months (whether by way of Market Purchases or Off-Market Purchases), giving the total number of Shares purchased or acquired, the purchase price per Share or the highest and lowest prices paid for the purchases or acquisitions of Shares, where relevant, and the total consideration paid for the purchases or acquisitions; and

(7) whether the Shares purchased or acquired by the Company will be cancelled or kept as treasury shares.

(d) Maximum Price

The purchase price (excluding brokerage, stamp duties, commission, applicable goods and services tax and other related expenses (“**related expenses**”)) to be paid for a Share will be determined by the Directors. However, the purchase price to be paid for the Shares pursuant to the purchases or acquisitions of the Shares must not exceed:

(i) in the case of a Market Purchase, 105% of the Average Closing Price (as defined hereinafter); and

(ii) in the case of an Off-Market Purchase pursuant to an equal access scheme, 120% of the Average Closing Price (as defined hereinafter),

(the “**Maximum Price**”), in either case, excluding related expenses.

For the above purposes:

“**Average Closing Price**” means (i) the average of the closing market prices of the Shares traded on the SGX-ST over the last five (5) Market Days, on which transactions in the Shares were recorded, immediately preceding the day of the Market Purchase by the Company or, as the case may be, the day of the making of the offer pursuant to the Off-Market Purchase, and (ii) deemed to be adjusted for any corporate action that occurs during the period between the relevant five Market Days and on the date which the purchases are made; and

“**day of the making of the offer**” means the day on which the Company announces its intention to make an offer for the purchase of Shares from Shareholders, stating the purchase price (which shall not be more than the Maximum Price calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

2.4 Status of Purchased or Acquired Shares

Any Share purchased or acquired by the Company is deemed cancelled immediately on purchase or acquisition (and all rights and privileges attached to the Share will expire on such cancellation) unless such Share is held by the Company as a treasury share. At the time of each purchase or acquisition of Shares by the Company, the Directors will decide whether the Shares purchased or acquired will be cancelled or kept as treasury shares, or partly cancelled and partly kept as treasury shares, depending on the needs of the Company at that time. The total number of issued Shares will be diminished by the number of issued Shares purchased or acquired by the Company which are not held as treasury shares. It is presently intended by the Company that all or a significant portion of the Shares which are purchased or acquired by the Company under the Share Buyback Mandate will be held as treasury shares, up to the maximum number of treasury shares permitted by law to be held by the Company.

All Shares purchased or acquired by the Company (unless held as treasury shares by the Company to the extent permitted under the Companies Act) will be automatically delisted from the SGX-ST, and certificates (if any) in respect thereof will be cancelled and destroyed by the Company as soon as reasonably practicable following the settlement of any such purchase or acquisition.

2.5 Treasury Shares

Under the Companies Act, Shares purchased or acquired by the Company may be held or dealt with as treasury shares. Some of the provisions on treasury shares under the Companies Act are summarised below:

(a) Maximum Holdings

The number of Shares held as treasury shares cannot at any time exceed 10% of the total number of issued Shares. In the event that the Company holds more than 10% of the total number of its Shares as treasury shares, the Company shall cancel or dispose of the excess treasury shares in the manner set out under paragraph 2.5(c) below within six (6) months beginning with the day on which that contravention occurs, or such further period as the Registrar may allow.

(b) Voting and Other Rights

The Company cannot exercise any rights in respect of treasury shares. In particular, the Company cannot exercise any right to attend or vote at meetings and for the purposes of the Companies Act, the Company shall be treated as having no right to vote and the treasury shares shall be treated as having no voting rights.

In addition, no dividend may be paid, and no other distribution of the Company's assets (whether in cash or otherwise) may be made, to the Company in respect of treasury shares. However, the allotment of Shares as fully-paid bonus shares in respect of treasury shares is allowed. Also, a subdivision or consolidation of any treasury share into treasury shares of a greater or smaller number is allowed so long as the total value of the treasury shares after the subdivision or consolidation is the same as before such subdivision or consolidation.

(c) Disposal and Cancellation

Where Shares are held as treasury shares, the Company may at any time:

- (i) sell the treasury shares for cash;
- (ii) transfer the treasury shares for the purposes of, or pursuant to, any share scheme, whether for employees, Directors or other persons;
- (iii) transfer the treasury shares as consideration for the acquisition of shares in or assets of another company or assets of a person;
- (iv) cancel the treasury shares; or
- (v) sell, transfer or otherwise use the treasury shares for such other purposes as may be prescribed by the Minister for Finance.

In addition, under the Listing Manual, an immediate announcement must be made of any sale, transfer, cancellation and/or use of treasury shares. Such announcement must include details such as the date of the sale, transfer, cancellation and/or use of such treasury shares, the purpose of such sale, transfer, cancellation and/or use of such treasury shares, the number of treasury shares which have been sold, transferred, cancelled and/or used, the number of treasury shares before and after such sale, transfer, cancellation and/or use, the percentage of the number of treasury shares against the total number of issued shares (of the same class as the treasury shares) which are listed before and after such sale, transfer, cancellation and/or use and the value of the treasury shares if they are used for a sale or transfer, or cancelled.

2.6 Reporting Requirements

Within 30 days of the passing of a Shareholders' resolution to approve the purchase or acquisition of Shares by the Company, the Directors shall lodge a copy of such resolution with the Registrar.

The Directors shall notify the Registrar within 30 days of a purchase or acquisition of Shares on the SGX-ST or otherwise. Such notification shall include details of the purchase or acquisition including:

- (a) the date of the purchase or acquisition;
- (b) the total number of Shares purchased or acquired by the Company;
- (c) the number of Shares cancelled;
- (d) the number of Shares held as treasury shares;
- (e) the Company's issued share capital before and after the purchase or acquisition;
- (f) the amount of consideration paid by the Company for the purchase or acquisition;
- (g) whether the Shares were purchased or acquired out of the profits or capital of the Company; and
- (h) such other information as may be required in the prescribed form.

The Listing Manual specifies that a listed company shall notify the SGX-ST of all purchases or acquisitions of its Shares not later than 9.00 a.m.:

- (a) in the case of a Market Purchase, on the Market Day following the day on which the Market Purchase was made; and
- (b) in the case of an Off-Market Purchase, on the second Market Day after the close of acceptances of the offer for the Off-Market Purchase.

The notification of such purchases or acquisitions of Shares to the SGX-ST shall be in such form and shall include such details that the SGX-ST may prescribe. The Company shall make arrangements with its stockbrokers to ensure that they provide the Company in a timely fashion the necessary information which will enable the Company to make the notifications to the SGX- ST.

The Company, upon undertaking any sale, transfer, cancellation and/or use of treasury shares, will comply with Rule 704(28) of the Listing Manual, which provides that an issuer must make an immediate announcement thereof, stating the following:

- (i) date of the sale, transfer, cancellation and/or use;
- (ii) purpose of such sale, transfer, cancellation and/or use;
- (iii) number of treasury shares sold, transferred, cancelled and/or used;
- (iv) number of treasury shares before and after such sale, transfer, cancellation and/or use;
- (v) percentage of the number of treasury shares against the total number of Shares outstanding in a class that is listed before and after such sale, transfer, cancellation and/or use; and
- (vi) value of the treasury shares if they are used for a sale or transfer, or cancelled.

2.7 Source of Funds

The Company may only apply funds for the purchase or acquisition of Shares as provided in the Constitution and in accordance with the applicable laws in Singapore. Only funds legally available for purchasing Shares in accordance with the Companies Act shall be utilised. Under the Companies Act, any purchase or acquisition of the Shares may be made only if the Company is solvent and out of the Company's distributable profits which are available for payment as dividends or capital.

For this purpose, pursuant to Company Act, a company is solvent if at the date of the payment the following conditions are satisfied:

- (a) there is no ground on which the company could be found to be unable to pay its debts;
- (b) if –
 - (i) it is intended to commence winding up of the company within the period of 12 months immediately after the date of the payment, the company will be able to pay its debts in full within the period of 12 months after the date of commencement of the winding up; or
 - (ii) it is not intended so to commence winding up, the company will be able to pay its debts as they fall due during the period of 12 months immediately after the date of the payment; and
- (c) the value of its assets is not less than the value of its liabilities (including contingent liabilities) and will not, after the proposed purchase or acquisition of Shares, become less than the value of its liabilities (including contingent liabilities).

The Company intends to use internal resources and/or external borrowings to finance the Company's purchase or acquisition of Shares pursuant to the Share Buyback Mandate. The Board will principally consider the availability of internal resources, and also the availability of external financing. However, in considering the option of external financing, the Board will particularly consider the prevailing gearing level of the Company. The Board will only make purchases or acquisitions of Shares pursuant to the Share Buyback Mandate in circumstances which they believe will not result in any material adverse effect on the financial condition of the Company. The purchase or acquisition of Shares will only be effected after considering relevant factors such as the working capital requirement, availability of financial resources, the expansion and investment plans of the Company and the prevailing market conditions.

The Directors do not propose to exercise the Share Buyback Mandate in a manner and to such extent that the liquidity, gearing levels and capital adequacy position of the Group would be materially adversely affected.

2.8 Financial Effects

It is not possible for the Company to realistically calculate or quantify the impact of purchases or acquisitions of Shares that may be made pursuant to the Share Buyback Mandate on the NTA per Share and EPS as the resultant effect would depend on, inter alia, the aggregate number of Shares purchased or acquired, whether the purchase or acquisition is made out of capital or profits, the purchase prices paid for such Shares, the amount (if any) borrowed by the Company to fund the purchase or acquisition and whether the Shares purchased or acquired are cancelled or held as treasury shares.

The purchase or acquisition of Shares will only be effected by the Company after the Directors have considered relevant factors such as the working capital requirements, the availability of financial resources and the expansion and investment plans of the Group, and the prevailing market conditions.

For illustrative purposes only, the financial effects of the Share Buyback Mandate on the Company and the Group, based on the audited financial statements of the Group for the financial year ended 31 March 2022 are based on the assumptions set out below:

- (a) based on 178,569,456 Shares in issue (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date and assuming no further Shares are issued and no reduction of share capital of the Company is effected on or prior to the AGM, and further based on a public float of approximately 18.82% as at the Latest Practicable Date, the purchase by the Company of up to 8.82% of its issued Shares (excluding treasury shares and subsidiary holdings) pursuant to the Share Buyback Mandate, up to an extent that would not affect adversely the listing status of the Shares on the SGX-ST, will result in the purchase of up to 15,753,695 Shares (representing 8.82% of the total number of issued Shares as at the date of the 2022 AGM (excluding treasury shares and subsidiary holdings)) may be purchased by the Company pursuant to the Share Buyback Mandate (if renewed).

As the Company does not hold any treasury shares as at the Latest Practicable Date, on the basis of paragraph 2.5(a), the maximum number of Shares the Company can purchase or acquire and hold as treasury shares pursuant to the proposed Share Buyback Mandate is 15,753,695 Shares;

- (b) in the case of Market Purchases by the Company and assuming that the Company purchases or acquires 15,753,695 Shares at the Maximum Price of S\$0.161 for one Share (being the price equivalent to 5% above the Average Closing Price of the Shares for the five consecutive Market Days on which the Shares were traded on the SGX-ST immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of the 15,753,695 Shares (excluding related expenses) is approximately S\$2.5 million; and
- (c) in the case of Off-Market Purchases by the Company and assuming that the Company purchases or acquires 15,753,695 Shares at the Maximum Price of S\$0.184 for one Share (being the price equivalent to 20% above the Average Closing Price of the Shares for the five consecutive Market Days on which the Shares were traded on the SGX-ST immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of the 15,753,695 Shares (excluding related expenses) is approximately S\$2.9 million.

For illustrative purposes only, and based on the assumptions set out in sub-paragraphs (a), (b) and (c) above and assuming that:

- (i) such purchase or acquisition of Shares is made entirely out of capital and financed solely by internal sources of funds;
- (ii) the Share Buyback Mandate had been effective on 1 April 2021;
- (iii) the Company had purchased or acquired 15,753,695 Shares on 31 March 2022; and
- (iv) related expenses incurred directly in the purchases or acquisitions by the Company of the Shares at the relevant time are not taken into account,

the financial effects of:

- (1) the purchase or acquisition of 15,753,695 Shares by the Company in a Market Purchase or Off-Market Purchase and which are held as treasury shares; and
- (2) the purchase or acquisition of 15,753,695 Shares by the Company in a Market Purchase or Off-Market Purchase and which are cancelled,

on the audited financial statements of the Group and the Company for the financial year ended 31 March 2022 pursuant to the Share Buyback Mandate, are summarised in the following tables:

(A) Market Purchase or Off-Market Purchase of 15,753,695 Shares and held as treasury shares

As at 31 March 2022 (As audited)	Before Share Purchase \$'000	Group After Market Purchase \$'000	After Off-Market Purchase \$'000	Before Share Purchase \$'000	The Company After Market Purchase \$'000	After Off-Market Purchase \$'000
Issued capital and reserves	97,538	97,538	97,538	175,869	175,869	175,869
Treasury shares	–	(2,536)	(2,899)	–	(2,536)	(2,899)
NTA ⁽¹⁾	94,340	91,804	91,441	172,909	170,373	170,010
Total equity	97,538	95,002	94,639	175,869	173,333	172,970
Current assets	73,913	71,377	71,014	6,040	6,040	6,040
Current liabilities	35,818	35,818	35,818	3,187	3,187	3,187
Working capital	38,095	35,559	35,196	2,853	2,853	2,853
Total borrowings	32,030	32,030	32,030	1,550	1,550	1,550
Cash and cash equivalents ⁽²⁾	7,278	4,742	4,379	1,246	1,246	1,246
Loss after tax and non-controlling interests	(13,862)	(13,862)	(13,862)	(749)	(749)	(749)
Number of Shares (excluding treasury shares) ('000) ⁽³⁾	178,569	162,815	162,815	178,569	162,815	162,815
Treasury shares ('000)	–	15,754	15,754	–	15,754	15,754
Financial ratios						
NTA per Share (\$)	52.83	56.39	56.16	96.83	104.64	104.42
EPS (cents)	(7.76)	(8.51)	(8.51)	(0.42)	(0.46)	(0.46)
Current ratio (times) ⁽⁴⁾	2.06	1.99	1.98	1.9	1.9	1.9
Net gearing ratio (%) ⁽⁵⁾	25%	29%	29%	0%	0%	0%

(B) Market Purchase or Off-Market Purchase of 15,753,695 Shares and cancelled

As at 31 March 2022 (As audited)	Before Share Purchase \$'000	Group After Market Purchase \$'000	After Off-Market Purchase \$'000	Before Share Purchase \$'000	The Company After Market Purchase \$'000	After Off-Market Purchase \$'000
Issued capital and reserves	97,538	95,002	94,639	175,869	173,333	172,970
Treasury shares	–	–	–	–	–	–
NTA ⁽¹⁾	94,340	91,804	91,441	172,909	170,373	170,010
Total equity	97,538	95,002	94,639	175,869	173,333	172,970
Current assets	73,913	71,377	71,014	6,040	6,040	6,040
Current liabilities	35,818	35,818	35,818	3,187	3,187	3,187
Working capital	38,095	35,559	35,196	2,853	2,853	2,853
Total borrowings	32,030	32,030	32,030	1,550	1,550	1,550
Cash and cash equivalents ⁽²⁾	7,278	4,742	4,379	1,246	1,246	1,246
Loss after tax and non-controlling interests	(13,862)	(13,862)	(13,862)	(749)	(749)	(749)
Number of Shares (excluding treasury shares) ('000) ⁽³⁾	178,569	162,815	162,815	178,569	162,815	162,815
Treasury shares ('000)	–	–	–	–	–	–
Financial ratios						
NTA per Share (\$)	52.83	56.39	56.16	96.83	104.64	104.42
EPS (cents)	(7.76)	(8.51)	(8.51)	(0.42)	(0.46)	(0.46)
Current ratio (times) ⁽⁴⁾	2.06	1.99	1.98	1.9	1.9	1.9
Net gearing ratio (%) ⁽⁵⁾	25%	29%	29%	0%	0%	0%

Notes:

- (1) NTA as disclosed above excludes non-controlling interests and intangible assets.
- (2) Funding from intercompany receivables for the share buyback, on the basis that such receivables are paid in full accordingly.
- (3) Based on the number of Shares in issue as at 31 March 2022 and adjusted for the effect of the Share purchase. As at the Latest Practicable Date, the Company has 178,569,456 Shares in issue. The Company has completed share consolidation exercise effectively on 11 August 2021 and now comprises 178,569,456 Consolidated Shares. Prior to the Share Consolidation Effective Date, the issued share capital of the Company comprised of 3,571,389,593 Shares.
- (4) Current ratio equals current assets divided by current liabilities.
- (5) Net gearing ratio equals total borrowings less cash and cash equivalents, divided by total equity.

Shareholders should note that the financial effects set out above are purely for illustrative purposes only and based on the abovementioned assumptions. In particular, it is important to note that the above pro-forma financial analysis is based on the audited historical numbers for the financial year ended 31 March 2022, and is not necessarily representative of future financial performance.

Although the Share Buyback Mandate (if renewed) would authorise the Company to purchase up to 10% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as determined in accordance with the applicable provisions of the Companies Act, the Company may not necessarily purchase or be able to purchase the entire 10% of the total number of its issued Shares (excluding treasury shares and subsidiary holdings). In addition, the Company may cancel all or part of the purchased Shares or hold all or part of the purchased Shares as treasury shares.

Shareholders who are in doubt as to their tax positions or any tax implications in their respective jurisdictions should consult their own professional tax advisers.

2.9 Take-over Implications

Appendix 2 to the Take-over Code contains the Share Buy-Back Guidance Note applicable as at the Latest Practicable Date. The take-over implications arising from any purchase or acquisition by the Company of its Shares are set out below.

(a) Obligation to Make a Take-over Offer

If, as a result of any purchase or acquisition by the Company of the Shares, the percentage of voting rights in the Company of a Shareholder and persons acting in concert with him increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Take-over Code. Consequently, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate effective control of the Company and become obliged to make an offer under Rule 14 of the Take-over Code.

(b) Persons Acting in Concert

Under the Take-over Code, persons acting in concert (“**concert parties**”) comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of the company.

Unless the contrary is established, the following persons will be presumed to be acting in concert:

- (i) a company, its parent company, its subsidiaries, its fellow subsidiaries, any associated companies of the foregoing companies, any company whose associated companies include any of the foregoing companies, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing companies for the purchase of voting rights;
- (ii) a company with any of its directors, together with their close relatives, related trusts and any companies controlled by any of the directors, their close relatives and related trusts;
- (iii) a company with any of its pension funds and employee share schemes;
- (iv) a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis, but only in respect of the investment account which such person manages;
- (v) a financial or other professional adviser, including a stockbroker, with its client in respect of the shareholdings of the adviser and the persons controlling, controlled by or under the same control as the adviser;
- (vi) directors of a company, together with their close relatives, related trusts and companies controlled by any of them, which is subject to an offer or where they have reason to believe a bona fide offer for their company may be imminent;
- (vii) partners; and

(viii) an individual, his close relatives, his related trusts, any person who is accustomed to act according to the instructions of the individual, companies controlled by any of the foregoing persons, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing persons and/or entities for the purchase of voting rights.

For this purpose, ownership or control of at least 20% but not more than 50% of the voting rights of a company will be regarded as the test of “**associated company**” status.

The circumstances under which Shareholders, including Directors and their concert parties respectively, will incur an obligation to make a take-over offer under Rule 14 of the Take-over Code after a purchase or acquisition of Shares by the Company are set out in Appendix 2 to the Take-over Code.

(c) Effect of Rule 14 of and Appendix 2 to the Take-over Code

In general terms, the effect of Rule 14 of and Appendix 2 to the Take-over Code is that, unless exempted, Directors and their concert parties will incur an obligation to make a take-over offer under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring Shares, the voting rights of such Directors and their concert parties would increase to 30% or more, or if such Directors and their concert parties hold between 30% and 50% of the Company’s voting rights, if the voting rights of such Directors and their concert parties would increase by more than 1% in any period of six months.

Under Appendix 2 to the Take-over Code, a Shareholder not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring its Shares, the voting rights of such Shareholder would increase to 30% or more, or, if such Shareholder holds between 30% and 50% of the Company’s voting rights, the voting rights of such Shareholder would increase by more than 1% in any period of six (6) months. Such Shareholder need not abstain from voting in respect of the resolution authorizing the Share Buyback Mandate.

Based on substantial shareholding notifications received by the Company under Part VII of the Securities and Futures Act as at the Latest Practicable Date, as set out in paragraph 3 below, none of the Substantial Shareholders would become obliged to make a mandatory offer for the Company under Rule 14 of the Take-over Code as a result of the purchase or acquisition by the Company of the maximum Prescribed Limit as at the Latest Practicable Date.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Take-over Code as a result of any purchase or acquisition of Shares by the Company should consult the Securities Industry Council of Singapore and/or their professional advisers at the earliest opportunity.

2.10 Listing Manual

While the Listing Manual does not expressly prohibit purchases or acquisitions of shares by a listed company during any particular time or times, the Company, in line with Rule 1207(19)(c) of the Listing Manual, will not purchase or acquire any Shares through Market Purchases during the period of one month immediately preceding the announcement of the Company’s half year and full year financial statements.

The Company's decision to purchase or acquire Shares would only be made with an arrangement that could reasonably be expected to ensure that information that is not generally available would not be communicated or informed to the person within the Company who makes the decision to transact.

The Company is required under Rule 723 of the Listing Manual to ensure that at least 10% of its issued Shares (excluding treasury shares, preference shares and convertible equity securities) in a class that is listed are in the hands of the public. The "public", as defined in the Listing Manual, are persons other than the Directors, chief executive officer, Substantial Shareholders or Controlling Shareholders of the Company and its subsidiaries, as well as the Associates of such persons.

As at the Latest Practicable Date, 33,610,641 Shares, representing 18.82% of the total number of issued Shares (excluding treasury shares), are held in the hands of the public. Assuming that the Company purchases the aggregate of 17,856,946 Shares through Market Purchases, being the full Prescribed Limit pursuant to the Share Buyback Mandate from the public (as defined in the Listing Manual), the number of Shares in the hands of the public would be reduced to 15,753,695 Shares, representing approximately 8.82% of the issued Shares of the Company (excluding treasury shares).

Notwithstanding the current level of the public float, the Company believes that having the flexibility to conduct more share buybacks under appropriate circumstances will be beneficial to the Company. The Company will continue to closely monitor the public float prior to undertaking any purchases or acquisitions of Shares through Market Purchases pursuant to the Share Buyback Mandate. The Company will consider investor interests when maintaining a liquid market in its securities, and will ensure that there is sufficient public float so that the purchases or acquisitions of Shares will not adversely affect the listing status of the Shares on the SGX-ST, cause market illiquidity or adversely affect the orderly trading of the Shares. **In particular, the Company will not undertake any purchase or acquisition of Shares under the Share Buyback Mandate (if approved) if the public float is below 10%, or if any such purchase or acquisition of Shares will result in the public float falling below 10%.**

In undertaking any purchases or acquisitions of Shares through Market Purchases, the Directors will use their best efforts to ensure that, notwithstanding such purchases, a sufficient float in the hands of the public will be maintained so that the purchases or acquisitions of Shares will not adversely affect the listing status of the Shares on the SGX-ST, cause market illiquidity or adversely affect the orderly trading of the Shares.

2.11 Previous Share Buybacks

The Company has not purchased any Shares in the twelve (12) months immediately preceding the Latest Practicable Date.

3 THE PROPOSED EXTENSION OF AND CONTINUED IMPLEMENTATION OF THE AMOS EMPLOYEE SHARE OPTION SCHEME

3.1 Background

The AMOS Employee Share Option Scheme (the "ESOS") was approved by Shareholders on 24 September 2012, the rules of which are set out in Appendix A below. The ESOS was adopted for an initial duration of up to a maximum period of ten (10) years, and, subject to compliance with the relevant rules of the SGX-ST as set out in Chapter 8 of the Listing Manual, may be continued beyond the above stipulated period with the approval of Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required. The initial duration of the ESOS will expire on 23 September 2022.

3.2 Rationale and Objectives for the extension of the ESOS are as follows:

- (a) to motivate participants to optimize their performance standards and efficiency and to maintain a high level of contribution to our Group;
- (b) to retain key employees and directors whose contributions are essential to the long-term growth and profitability of our Group;
- (c) to instill loyalty to and a stronger identification by participants with the long-term prosperity of our Group;
- (d) to attract potential employees with the relevant skill sets to contribute to our Group and to create value for our Shareholders; and
- (e) to align the interest of participants with the interests of our Shareholders

As the ESOS is a key part of the Group's compensation arrangements, the Directors propose that the ESOS be extended for a further period of ten (10) years from (and including) 24 September 2022 up to (and including) 23 September 2032.

3.3 Summary of ESOS

Besides the proposed extension of the ESOS, all other rules of the ESOS (the "**Rules**") remain unchanged. The detailed Rules are set out in Annex A below. In addition, for completeness, the salient features of the ESOS are set out below:

3.3.1. Participants

Under the rules of the ESOS, only confirmed full-time employees of our Group are eligible to participate in the ESOS.

For the avoidance of doubt, for the purpose of this extension of the ESOS, Controlling Shareholder(s) and their associates, and the non-executive directors of the Group are not seeking to participate in the ESOS.

3.3.2. Administration

The ESOS shall be administered by the Remuneration Committee with powers to determine, *inter alia*, the following:

- (a) persons to be granted Options;
- (b) number and terms of the Options to be granted; and
- (c) recommendations for modifications to the ESOS.

As at the Latest Practicable Date, the Remuneration Committee consists entirely of independent or non-executive Directors and will be administered by members of the Committee. However, no member of the Committee will be involved in any deliberation or decision-making in respect of any Options to be offered or granted to him, if applicable, or to his associates.

3.3.3. Size of the ESOS

The aggregate number of Shares in respect of which the Remuneration Committee may grant Options on any date under the ESOS, when added to those issued and issuable under the ESOS and other employee share benefit schemes, shall not exceed 15% of the issued share capital (excluding treasury shares and subsidiary holdings from time to time) of our Company on the day immediately preceding the date of the relevant grant.

For illustrative purposes only, the issued share capital of the Company as at the Latest Practicable Date is 178,569,456 Shares. The maximum number of Shares which may be issued pursuant to the ESOS is 26,785,418 Shares.

As at the date of this Appendix, except for the ESOS, there are no other employee share benefit schemes. We believe that the 15% limit gives our Company sufficient flexibility to decide the number of Option Shares to offer to our existing and new employees. Shareholders should note that any increase in the number of issued Shares will have the effect of diluting the percentage shareholding of the existing Shareholders.

3.3.4. Maximum entitlements

The aggregate number of Shares comprised in any Option to be offered to a participant under the ESOS shall be determined at the absolute discretion of our Remuneration Committee, which shall take into account (where applicable) criteria such as rank, past performance, years of service and potential for future development of that participant as the Committee may consider appropriate as well as other limitations set forth under the rules of the Listing Manual and the ESOS Rules.

As at the Latest Practicable Date, options in respect of 5,508,300 Shares have been granted to 4 participants since the adoption of the previous ESOS on 24 September 2012:

- (i) options in respect of 1,650,000 Shares are outstanding; and
- (ii) options in respect of 3,858,300[^] Shares have lapsed.

Assuming the previous ESOS have been extended, the aggregate number of Shares which may be issued under the new ESOS is 26,785,418 Shares based on 15% of the total number of issued Shares as at the Latest Practicable Date, of which 21,277,118 Shares remain available for the grant of Options.

[^] Adjusted for share consolidation exercise that was completed on 11 August 2021.

3.3.5. Options, exercise period and exercise price

The Options that are granted under the ESOS may have exercise prices that are, at our Remuneration Committee's discretion, set at a price (the "Market Price") equal to the average of the last dealt prices for the Shares on the Official List of the SGX-ST for the five consecutive Market Days immediately preceding the relevant date of grant of the relevant Option; or at a discount to the Market Price (subject to a maximum discount of 20%). Options which are fixed at the Market Price ("Market Price Option") may be exercised after the first anniversary of the date of grant of that Option while Options exercisable at a discount to the Market Price ("Discounted Option") may only be exercised after the second anniversary from the date of grant of the Option. Options granted under the ESOS will have a life span of ten (10) years.

3.3.6. Alteration of capital

If there is a variation in the issued share capital of our Company, then our Remuneration Committee must adjust the exercise price of the shares comprised in the Options and/or the class or number of Shares in respect of which additional Options may be granted to Participants. Such adjustments may include retrospective adjustments and other than on a bonus issue, shall only be made upon the written confirmation of the Auditors that in their opinion, such adjustment is fair and reasonable. The issue of securities as consideration for an acquisition of any assets by our Company will not be regarded as a circumstance requiring the aforementioned adjustment. Our Company shall notify each Participant upon any adjustment required to be made. Any adjustment shall take effect upon such written notification being given.

3.3.7. Grant of Options

Under the rules of the ESOS, there are no fixed periods for the grant of Options. As such, offers for the grant of Options may be made at any time from time to time at the discretion of our Remuneration Committee. However, no Option shall be granted during the period of 30 days immediately preceding the date of announcement of our Company's quarterly, half year or final year results (as the case may be).

In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price or trade sensitive information is imminent, offers may only be made after the second Market Day from the date on which the aforesaid announcement is made.

3.3.8. Termination of Options

Special provisions in the rules of the ESOS deal with the lapse or earlier exercise of Options in circumstances which include the termination of the participant's employment in our Group, the bankruptcy of the participant, the death of the participant, a take-over of our Company and the winding-up of our Company.

3.3.9. Acceptance of Options

The grant of Options shall be accepted within 30 days from the date of offer. Offers of Options made to grantees, if not accepted before the closing date, will lapse. Upon acceptance of the offer, the grantee must pay the Company a consideration of S\$1.00.

3.3.10. Rights of Shares arising

Shares arising from the exercise of Options are subject to the provisions of the Constitution of our Company. The Shares so allotted will upon issue rank pari passu in all respects with the then existing issued Shares, save for any dividend, rights, allotments or other distributions, the record date ("**Record Date**") for which is prior to the relevant exercise date of the Option. "**Record Date**" means the date as at the close of business on which Shareholders must be registered in order to participate in any dividends, rights, allotments or other distributions (as the case may be).

3.3.11. Duration of ESOS

The ESOS shall continue in operation for a further duration of ten (10) years commencing on 24 September 2022 (being the date on which it is proposed to be renewed) provided always that the ESOS may continue beyond the above stipulated period with the approval of our Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

3.3.12. Abstention from voting

Shareholders who are eligible to participate in the ESOS are to abstain from voting on any resolution of Shareholders relating to the ESOS.

3.3.13. Modifications to the ESOS

Our Remuneration Committee may modify the provisions of the ESOS by resolution. Any modification or alteration which shall alter materially and adversely the rights attaching to any Option may only be made with the written consent of participants who would have held not less than three-quarters in nominal amount of all the Shares if all outstanding Options had been exercised in full. Any modification or alteration which would be to the advantage of participants under the ESOS shall be subject to the prior approval of the Shareholders in general meeting. Written notice of any modification or alteration shall be given to all participants. The prior approval of the SGX-ST is required for all modifications or alterations.

3.4 Grant of Discounted Options

The ability to offer Options to participants of the ESOS with exercise prices set at a discount to the prevailing market prices of the Shares will operate as a means to recognise the performance of participants as well as to motivate them to continue to excel while encouraging them to focus more on improving the profitability and return of our Group above a certain level which will benefit our Shareholders when these are eventually reflected through share price appreciation. The ESOS will also serve to recruit new employees whose contributions are important to the long-term growth and profitability of our Group. Discounted Options would be perceived in a more positive light by the participants, inspiring them to work hard and produce results in order to be offered Discounted Options as only employees who have made significant contributions to the success and development of our Group would be granted Discounted Options.

The flexibility to grant Discounted Options is also intended to cater to situations where the stock market performance has overrun the general market conditions. In such events, our Remuneration Committee will have absolute discretion to:

- (a) grant Options set at a discount to the Market Price of a Share (subject to a maximum limit of 20.0%); and
- (b) determine the participants to whom, and the Options to which, such reduction in exercise prices will apply.

In determining whether to give a discount and the quantum of the discount, our Remuneration Committee shall be at liberty to take into consideration factors including the performance of our Company, our Group, the performance of the participant concerned, the contribution of the participant to the success and development of our Group and the prevailing market conditions.

At present, our Company foresees that Discounted Options may be granted principally in the following circumstances:

- (i) Firstly, where it is considered more effective to reward and retain talented employees by way of a Discounted Option rather than a Market Price Option. This is to reward the outstanding performers who have contributed significantly to our Group's performance and the Discounted Option serves as additional incentives to such Group employees. Options granted by our Company on the basis of market price may not be attractive and realistic in the event of an overly buoyant market and inflated share prices. Hence during such period, the ability to offer Discounted Options would allow our Company to grant Options on a more realistic and economically feasible basis. Furthermore, Discounted Options will give an opportunity to our Group employees to realize some tangible benefits even if external events cause the Share price to remain largely static.
- (ii) Secondly, where it is more meaningful and attractive to acknowledge a participant's achievements through a Discounted Option rather than paying him a cash bonus. For example, Discounted Options may be used to compensate employees and to motivate them during economic downturns when wages (including cash bonuses and annual wage supplements) are frozen or cut, or they could be used to supplement cash rewards in lieu of larger cash bonuses or annual wage supplements. Accordingly, it is possible that merit-based cash bonuses or rewards may be combined with grants of Market Price Options or Discounted Options, as part of eligible employees' compensation packages. The ESOS will provide our Group employees with an incentive to focus more on improving the profitability of our Group thereby enhancing shareholder value when these are eventually reflected through the price appreciation of our Shares after the vesting period.
- (iii) Thirdly, where due to speculative forces and having regard to the historical performance of the Share price, the Market Price of the Shares at the time of the grant of the Options may not be reflective of financial performance indicators such as return on equity and/or earnings growth.

Our Remuneration Committee will have the absolute discretion to grant Discounted Options, to determine the level of discount (subject to a maximum discount of 20.0% of the Market Price) and the grantees to whom, and the Options to which such discount in the exercise price will apply, provided that our Shareholders in general meeting shall have authorised, in a separate resolution, the making of offers and grants of Options under the ESOS at a discount not exceeding the maximum discount as aforesaid.

Our Company may also grant Options without any discount to the market price. Additionally, our Company may, if it deems fit, impose conditions on the exercise of the Options (whether such Options are granted at the market price or at a discount to the Market Price), such as restricting the number of Shares for which the Option may be exercised during the initial years following its vesting.

3.5 Outstanding Grant of Options

As at the Latest Practicable Date, a total of 1,650,000 Options have been granted under the Option Scheme and the Options remain unexercised and outstanding. The total of 1,650,000 Options were granted to 1 Participant. As none of the Options granted have been exercised, the Company has not issued or allotted any Shares under the Option Scheme as at the Latest Practicable Date. There were no material conditions to which the share options were subject.

As at Latest Practicable Date, there are no Options granted to Directors of the Company, and participants who are controlling shareholders and their associates.

Date of grant of Options	Number of Shares offered under the Options granted	Number of Shares issued and allotted upon exercise of Options	Number of Options cancelled/lapsed	Number of participants who were granted Options	Number of outstanding Options
25 March 2022	1,650,000	–	–	1	1,650,000

3.6 Cost of Options granted under the ESOS to our Company

The grant of Options under the ESOS will result in an increase in our Company's issued share capital to the extent that Options are exercised and new Shares are issued. This will in turn depend on, inter alia, the number of Shares comprised in the Options granted, the vesting schedules and the prevailing market price of the Shares on the SGX-ST.

The issue of new Shares upon the exercise of Options granted under the ESOS will have the effect of increasing our Company's consolidated NTA by the aggregate exercise price of the new Shares issued. On a per Share basis, the effect would be accretive if the exercise price is above the NTA per Share but dilutive otherwise.

No cash outlays would be expended by our Company at the time Options are granted by it (as compared with cash bonuses). Under Singapore Financial Reporting Standards ("SFRS") 102, Share-based Payment, whenever the Options are granted by our Company to subscribe for new Shares, such Options which have a fair value attached to them at the time of grant will need to be expensed and charged to income statement over the period in which the Options are vested. This fair value is the estimated value of the Option on its date of grant and may be derived by applying a variety of valuation techniques or pricing models developed for valuing traded options.

Under the ESOS, each participant to whom an Option is offered pays a nominal consideration of S\$1.00 to our Company on his acceptance of the offer of the Option. Insofar as such Options are granted at a consideration that is less than their fair value at the time of grant, there will be a cost to our Company (in that we will receive from the participant upon the grant of the Option to him, a consideration that is less than the fair value of the Option).

The cost to our Company in granting an Option would vary depending on the number of Options granted pursuant to the ESOS, whether these Options are granted at Market Price or at a discount and the validity period of the Options. Generally, a greater discount and a longer validity period for an Option will result in a higher potential cost to our Company.

The issuance of new Shares under the ESOS will have a dilutive impact on our consolidated EPS. However, the impact is not expected to be material in any given financial year as the Options are likely to be exercised over several years in accordance with the predetermined vesting schedules.

4 THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OPTIONS AT A DISCOUNT UNDER THE AMOS EMPLOYEE SHARE OPTION SCHEME

In accordance with Rule 845(5) of the Listing Manual and Rule 9.1 of the ESOS, the making of offers and grants of Options under the ESOS at a discount not exceeding the maximum discount of 20% of the Market Price is subject to the approval of Shareholders at a general meeting. For the avoidance of doubt, such prior approval shall be required to be obtained only once, and once obtained, shall, unless revoked, authorize the making of offers and grants of Option under the ESOS at such discount for the duration of the Scheme.

Under the ESOS, the Exercise Price of Options granted shall be determined by the Committee at its absolute discretion. The Committee has the discretion to grant Options with an Exercise Price set at a discount to the Market Price on a case by case basis, taking into consideration, including but not limited to, the criteria set out under Rule 9.2 of the ESOS. In the event that Options are granted at a discount, the discount shall not exceed 20% of the Market Price.

The ability to offer Options at a discount to the Market Price of the Shares will give the Company flexibility in structuring the Options granted, and ensures that the Company maintains the competitiveness of its compensation strategy. The Company may utilize the Options as a means to reward Participants for their outstanding performance and to motivate them to continue to excel, as well as attract new talent for the Company. Being able to grant Options at a discount allows the Company to acknowledge a Participant's contributions where such means is more meaningful than just paying a cash bonus, as these Options operate as a form of cashless reward from the Company with a greater potential for capital appreciation than Options granted at the Market Price. This serves as an additional method available to the Company for compensating employees rather than merely through salaries, salary increments and cash bonuses as it enables the Company to introduce an effective manner of motivating employees to maximize their performance, which will in turn create better value for the Shareholders.

Further, because Options granted with a discount under the ESOS are subject to a longer vesting period (2 years) than those granted at the Market Price (1 year), holders of such Options are encouraged to have a long-term view of the Group, thereby promoting staff and executive retention and reinforcing their commitment to the Group.

The Company believes that the maximum 20% discount to the Market Price of the Shares is sufficient to allow for flexibility in the ESOS, while minimizing the potential dilutive effect to the Shareholders arising from the ESOS.

The grant of authority to offer and grant Options at a discount under the ESOS was approved by Shareholders at the extraordinary general meeting of the Company held on 24 September 2012. In connection with the proposed extension of the ESOS, it is proposed that, subject to and contingent upon the approval of the extension of the ESOS, Shareholders' approval be sought at the 2022 AGM for the grant of authority to offer and grant Options at a discount under the ESOS.

5 INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

The interests of Directors and Substantial Shareholders of the Company as at the Latest Practicable Date, as recorded in the Company's register of Directors' shareholdings and register of Substantial Shareholders, respectively, are as follows:

Director	Direct Interests		Deemed Interests	
	No. of Shares	%	No. of Shares	%
Mr. Kyle Arnold Shaw, Jr ⁽¹⁾⁽²⁾	–	–	144,958,815	81.18
Mr. David Wood Hudson	–	–	–	–
Mr. Lim Shook Kong	–	–	–	–
Ms. Edwina Cheung Pui Yin	–	–	–	–

Substantial Shareholder	Direct Interests		Deemed Interests	
	No. of Shares	%	No. of Shares	%
PeakBayou Ltd.	117,203,527	65.64	–	–
Lighthouse Logistics Limited	27,755,288	15.54	–	–
Mr. Kyle Arnold Shaw, Jr ⁽¹⁾⁽²⁾	–	–	144,958,815	81.18

Notes:

- (1) Mr. Kyle Arnold Shaw, Jr is the sole manager of ShawKwei Investments LLC, which is the sole general partner of Shaw Kwei Asia Value Fund 2017, L.P., which is in turn the sole shareholder of PeakBayou Ltd.
- (2) Mr. Kyle Arnold Shaw, Jr is the director and shareholder of Shaw Kwei & Partners Ltd, which is the sole shareholder of Lighthouse Logistics Limited. Shaw Kwei & Partners Ltd, as the sole general partner, holds the shares of Lighthouse Logistics Limited on behalf of Asia Value Investment Fund 3, L.P.

6 DIRECTORS' RECOMMENDATION

The Directors are of the opinion that the proposed renewal of the Share Buyback Mandate, proposed extension of ESOS and proposed grant of authority to offer and grant ESOS at a discount is in the best interests of the Company, and accordingly, recommend that Shareholders vote in favour of the Ordinary Resolution as set out in the Notice of AGM to be proposed at the 2022 AGM.

7 ABSTENTION FROM VOTING

Any Shareholder entitled to participate in the proposed ESOS shall abstain from voting at the EGM in respect of the ordinary resolutions 8 and 9.

8 ANNUAL GENERAL MEETING

The 2022 AGM, notice of which has been announced on 13 July 2022, will be held on 28 July 2022 via 'live' webcast, at 10.00 a.m. for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions set out in the Notice of AGM.

9 ACTION TO BE TAKEN BY SHAREHOLDERS

9.1 Webcast

The AGM is being convened, and will be held, by electronic means pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020. No Shareholders or their corporate representatives will be admitted. The Company will also broadcast the 2022 AGM via 'live' webcast. Shareholders will not be able to vote through the 'live' webcast. The only way for Shareholders to exercise their voting rights at the 2022 AGM is via proxy voting. As such, the Company would like to encourage Shareholders to appoint the chairman of the 2022 AGM as proxy and direct the vote at the 2022 AGM. Please refer to the URL <https://complete-corp.com/amosgroup-agm/> and register by 10.00 a.m. on 25 July 2022 by completing the pre-registration form for the Company to authenticate your shareholder status.

Further details on registration of participation in the 2022 AGM via 'live' webcast or phone can be found in the Notice of AGM, at the Company's website at <https://www.amosgroup.com/investor> or by contacting Complete Corporate Services Pte Ltd at +65 6329 2745 or via email to amosgroup-agm@complete-corp.com.

9.2 Prior submission of questions

Members may also submit questions related to the resolutions to be tabled for approval at the AGM to the Chairman of the AGM, in advance of the AGM. In order to do so, their questions must be submitted in the following manner by 20 July 2022, 5.00 p.m.:

- (a) if submitted electronically, be submitted:
 - (i) via the Company's pre-registration website at the URL <https://complete-corp.com/amosgroup-agm/>; or
 - (ii) via email to the Company's Polling Agent, Complete Corporate Services Pte. Ltd., at amosgroup-agm@complete-corp.com; or
- (b) if submitted by post, be deposited at the office of the Company, at 156 Gul Circle, Singapore 629613.

Members who submit questions via email or by post to the Company must provide the following information:

- (1) the Member's full name;
- (2) NRIC/Passport Number/Company Registration No. (last 4 digits);
- (3) the Member's address; and
- (4) the manner in which the Member holds Shares in the Company (e.g., via CDP, scrip, CPF or SRS).

The Company will endeavour to address all substantial and relevant questions submitted in advance of the AGM prior to or during the AGM. The Company will publish the responses to the substantial and relevant questions together with the AGM Results on SGXNET. The minutes will also include the responses to the substantial and relevant questions which are addressed during the AGM.

Members will not be able to ask questions at the AGM live during the webcast, and therefore it is important for Members who wish to ask questions to submit their questions in advance of the AGM.

9.3 Appointment of Proxies

The Proxy Form must be submitted to in the following manner:

- (a) if submitted by post, be lodged at the registered office of the Company at 156 Gul Circle, Singapore 629613; or
- (b) if submitted electronically, be submitted via email to amosgroup-agm@complete-corp.com.

in either case, by 25 July 2022, 10.00 a.m., being 72 hours before the time fixed for the AGM.

A Member who wishes to submit a Proxy Form must complete and sign the Proxy Form, before submitting it by post to the address provided above, or before sending it by email to the email address provided above.

In view of the COVID-19 restriction orders in Singapore and the related safe distancing measures which may make it difficult for Members to submit completed Proxy Forms by post, Members are strongly encouraged to submit completed Proxy Forms electronically via email.

9.4 When Depositor regarded as Shareholder

A depositor shall not be regarded as a Shareholder entitled to attend the 2022 AGM and to speak and vote thereat unless his name appears on the Depository Register as at 72 hours before the time appointed for holding the 2022 AGM, as certified by CDP to the Company.

10 **INSPECTION OF DOCUMENTS**

Copies of the following documents are available for inspection at the registered office of the Company during normal business hours from the date of this Appendix up to and including the date of the 2022 AGM:

- (a) the Annual Report;
- (b) the Constitution; and
- (c) The Rules of the ESOS.

11 DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Appendix constitutes full and true disclosure of all material facts about the proposed renewal of the Share Buyback Mandate, proposed extension of ESOS and proposed grant of authority to offer and grant ESOS at a discount, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Appendix misleading. Where information in the Appendix has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Appendix in its proper form and context.

Yours faithfully

For and on behalf of the Board of Directors of
AMOS GROUP LIMITED

Kyle Arnold Shaw, Jr
Executive Chairman

RULES OF THE AMOS EMPLOYEE SHARE OPTION SCHEME

1. NAME OF THE ESOS

The ESOS shall be called the “AMOS Employee Share Option Scheme”.

2. DEFINITIONS

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

<i>“Act”</i>	The Companies Act, Chapter 50 of Singapore as amended, modified or supplemented from time to time;
<i>“Articles”</i>	The Articles of Association of the Company, as amended from time to time;
<i>“Auditors”</i>	The auditors of the Company for the time being;
<i>“Board”</i>	The board of directors of the Company;
<i>“CDP”</i>	The Central Depository (Pte) Limited;
<i>“Committee”</i>	The remuneration committee of the Company, or such other committee comprising directors of the Company duly authorised and appointed by the Board to administer this ESOS;
<i>“Company”</i>	AMOS Group Limited;
<i>“control”</i>	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company;
<i>“Controlling Shareholder”</i>	A person who: <ul style="list-style-type: none"> (a) has an interest in the voting shares of the Company and who exercises control over the Company; or (b) has an interest of 15.0% or more of the aggregate voting shares in the Company, unless he does not exercise control over the Company;
<i>“CPF”</i>	Central Provident Fund;
<i>“Date of Grant”</i>	In relation to an Option, the date on which the Option is granted to a Participant pursuant to Rule 7;
<i>“Director”</i>	A person holding office as a director for the time being of the Company and/or its Subsidiaries, as the case may be;

<i>“ESOS”</i>	The AMOS Employee Share Option Scheme, as the same may be modified or altered from time to time;
<i>“Executive Director”</i>	A director of the Company and/or its Subsidiaries, as the case may be, who performs an executive function within the Company or the relevant Subsidiary, as the case may be;
<i>“Exercise Price”</i>	The price at which a Participant shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 9, as adjusted in accordance with Rule 10;
<i>“Grantee”</i>	A person to whom an offer of an Option is made;
<i>“Group”</i>	The Company and its Subsidiaries;
<i>“Group Employee”</i>	Any confirmed employee of the Group (including any Executive Director) selected by the Committee to participate in the ESOS in accordance with Rule 4;
<i>“Market Days”</i>	A day on which the SGX-ST is open for trading in securities;
<i>“Market Price”</i>	A price equal to the average of the last dealt prices for the Shares on the SGX-ST over the five consecutive Market Days immediately preceding the Date of Grant of that Option, as determined by the Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices;
<i>“Non-Executive Director”</i>	A director of the Company and/or its Subsidiaries, as the case may be, other than an Executive Director but including the independent Directors of the Company;
<i>“Offer Date”</i>	The date on which an offer to grant an Option is made pursuant to the ESOS;
<i>“Offeree”</i>	The person to whom an offer of an Option is made;
<i>“Option”</i>	The right to subscribe for Shares granted or to be granted to a Group Employee pursuant to the ESOS and for the time being subsisting;
<i>“Participant”</i>	The holder of an Option;
<i>“Record Date”</i>	The date as at the close of business on which the Shareholders must be registered in order to participate in any dividends, rights, allotments or other distributions;
<i>“Rules”</i>	Rules of the AMOS Employee Share Option Scheme;
<i>“S\$”</i>	Singapore Dollars;

<i>“Securities Account”</i>	The securities account maintained by a Depositor with CDP;
<i>“Shareholders”</i>	Registered holders of Shares, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares;
<i>“Shares”</i>	Ordinary shares in the capital of the Company;
<i>“Subsidiaries”</i>	Companies which are for the time being subsidiaries of the Company as defined by Section 5 of the Act; and “Subsidiary” means each of them;
<i>“SGX-ST”</i>	Singapore Exchange Securities Trading Limited;

2.2 The term “Depositor”, “Depository Register” and “Depository Agent” shall have the meanings ascribed to it by Section 130A of the Act and the term “associate” shall have the meaning ascribed to it by the Listing Manual or any other publication prescribing rules or regulations for corporations admitted to the Official List of the SGX-ST (as modified, supplemented or amended from time to time).

2.3 Words importing the singular number shall, where applicable, include the plural number and vice versa. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender.

2.4 Any reference to a time of a day in the ESOS is a reference to Singapore time.

2.5 Any reference in the ESOS 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 or any statutory modification thereof and used in the ESOS shall have the meaning assigned to it under the Companies Act.

3. OBJECTIVES OF THE ESOS

The ESOS will provide an opportunity for Group Employees who have contributed significantly to the growth and performance of the Group and who satisfy the eligibility criteria as set out in Rule 4 of the ESOS, to participate in the equity of the Company.

The ESOS is primarily a share incentive scheme. It recognizes the fact that the services of such Group Employees are important to the success and continued well-being of the Group. Implementation of the ESOS will enable the Company to give recognition to the contributions made by such Group Employees. At the same time, it will give such Group Employees an opportunity to have a direct interest in the Company at no direct cost to its profitability and will also help to achieve the following positive objectives:

- (a) the motivation of each Participant to optimize his performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) the retention of key employees and Executive Directors of the Group whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to instill loyalty to, and a stronger identification by the Participants with the long-term prosperity of, the Company;

(d) to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders; and

(e) to align the interests of the Participants with the interests of the Shareholders.

4. ELIGIBILITY

4.1 Confirmed Group Employees who have attained the age of 21 years on or prior to the relevant Offer Date and are not undischarged bankrupts and have not entered into a composition with their respective creditors, shall be eligible to participate in the ESOS at the absolute discretion of the Committee.

For the avoidance of doubt, for the purpose of this extension of the ESOS, Controlling Shareholder(s) and their associates, and the non-executive directors of the Group are not seeking to participate in the ESOS.

4.2 There will be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by any other companies within the Group.

4.3 Subject to the Act and any requirement of the SGX-ST, the terms of eligibility for participation in the ESOS may be amended from time to time at the absolute discretion of the Committee, which would be exercised judiciously.

5. MAXIMUM ENTITLEMENT

Subject to Rule 4 and Rule 10, the aggregate number of Shares in respect of which Options may be offered to a Grantee for subscription in accordance with the ESOS shall be determined at the discretion of the Committee who shall take into account criteria such as rank, past performance, years of service and potential development of the Participant.

6. LIMITATION ON SIZE OF THE ESOS

The aggregate number of Shares in respect of which the Remuneration Committee may grant Options on any date under the ESOS, when added to those issued and issuable under the ESOS and other employee share benefit schemes, shall not exceed 15% of the issued share capital (excluding treasury shares and subsidiary holdings from time to time) of our Company on the day immediately preceding the date of the relevant grant.

7. OFFER DATE

7.1 The Committee may, save as provided in Rule 4, Rule 5 and Rule 6, offer to grant Options to such Grantees as it may select in its absolute discretion at any time during the period when the ESOS is in force, except that no Option shall be granted during the period of 30 days immediately preceding the date of announcement of the Company's interim and/or final results (whichever the case may be). In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price or trade sensitive information is made, offers to grant Options may only be made on or after the second Market Day on which such announcement is released.

7.2 An offer to grant the Option to a Grantee shall be made by way of a letter (the "**Letter of Offer**") in the form or substantially in the form set out in Schedule A, subject to such amendments as the Committee may determine from time to time.

8. ACCEPTANCE OF OFFER

- 8.1 An Option offered to a Grantee pursuant to Rule 7 may only be accepted by the Grantee within thirty 30 days after the relevant Offer Date and not later than 5.00 p.m. on the 30th day from such Offer Date (a) by completing, signing and returning to the Company the Acceptance Form in or substantially in the form set out in Schedule B, subject to such modification as the Committee may from time to time determine, accompanied by payment of S\$1.00 as consideration and (b) if, at the date on which the Company receives from the Grantee the Acceptance Form in respect of the Option as aforesaid, he remains eligible to participate in the ESOS in accordance with these Rules.
- 8.2 If a grant of an Option is not accepted strictly in the manner as provided in this Rule 8, such offer shall, upon the expiry of the 30 day period, automatically lapse and shall forthwith be deemed to be null and void and be of no effect.
- 8.3 The Company shall be entitled to reject any purported acceptance of a grant of an Option made pursuant to this Rule 8 or Exercise Notice given pursuant to Rule 12 which does not strictly comply with the terms of the ESOS.
- 8.4 Options are personal to the Grantees to whom they are granted and shall not be sold, mortgaged, transferred, charged, assigned, pledged or otherwise disposed of or encumbered in whole or in part or in any way whatsoever without the Committee's prior written approval, but may be exercised by the Grantee's duly appointed personal representative as provided in Rule 11.6 in the event of the death of such Grantee.
- 8.5 The Grantee may accept or refuse the whole or part of the offer. If only part of the offer is accepted, the Grantee shall accept the offer in multiples of 1,000 Shares.
- 8.6 In the event that a grant of an Option results in a contravention of any applicable law or regulation, such grant shall be null and void and be of no effect and the relevant Participant shall have no claim whatsoever against the Company.
- 8.7 Unless the Committee determines otherwise, an Option shall automatically lapse and become null, void and of no effect and shall not be capable of acceptance if:
- (a) it is not accepted in the manner as provided in Rule 8.1 within the 30 day period; or
 - (b) the Grantee dies prior to his acceptance of the Option; or
 - (c) the Grantee is adjudicated a bankrupt or enters into composition with his creditors prior to his acceptance of the Option; or
 - (d) the Grantee being a Group Employee ceases to be in the employment of the Group or (being a Director) ceases to be a Director of the Company, in each case, for any reason whatsoever prior to his acceptance of the Option; or
 - (e) the Company is liquidated or wound-up prior to the Grantee's acceptance of the Option.

9. EXERCISE PRICE

9.1 Subject to any adjustment pursuant to Rule 10, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Committee, in its absolute discretion, on the Date of Grant, at:

- (a) a price equal to the Market Price; or
- (b) a price which is set at a discount to the Market Price, provided that:
 - (i) the maximum discount shall not exceed 20.0% of the Market Price (or such other percentage or amount as may be determined by the Committee and permitted by the SGX-ST); and
 - (ii) the Shareholders in general meeting shall have authorised, in a separate resolution, the making of offers and grants of Options under the ESOS at a discount not exceeding the maximum discount as aforesaid.

9.2 In making any determination under Rule 9.1(b) on whether to give a discount and the quantum of such discount, the Committee shall be at liberty to take into consideration such criteria as the Committee may, at its absolute discretion, deem appropriate, including but not limited to:

- (a) the performance of the Company and/or its Subsidiaries, as the case may be;
- (b) the years of service and individual performance of the eligible Group Employee or Director;
- (c) the contribution of the eligible Group Employee or Director to the success and development of the Company and/or the Group; and
- (d) the prevailing market conditions.

10. ALTERATION OF CAPITAL

10.1 If a variation in the issued share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue or bonus issue or reduction (including any reduction arising by reason of the Company purchasing or acquiring its issued Shares), subdivision, consolidation or distribution, or otherwise howsoever) should take place, then:

- (a) the Exercise Price in respect of the Shares, class and/or number of Shares comprised in the Options to the extent unexercised and the rights attached thereto; and/or
- (b) the class and/or number of Shares in respect of which additional Options may be granted to Participants,

may, be adjusted in such manner as the Committee may determine to be appropriate including retrospective adjustments where such variation occurs after the date of exercise of an Option but the Record Date relating to such variation precedes such date of exercise and, except in relation to a capitalisation issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

- 10.2 Notwithstanding the provisions of Rule 10.1 above, no such adjustment shall be made (a) if as a result, the Participant receives a benefit that a Shareholder does not receive; and (b) unless the Committee after considering all relevant circumstances considers it equitable to do so.
- 10.3 The issue of securities as consideration for an acquisition of any assets by the Company will not be regarded as a circumstance requiring adjustment under the provisions of this Rule 10.
- 10.4 The restriction on the number of Shares to be offered to any Grantee under Rule 5 above, shall not apply to the number of additional Shares or Options over additional Shares issued by virtue of any adjustment to the number of Shares and/or Options pursuant to this Rule 10.
- 10.5 Upon any adjustment required to be made, the Company shall notify each Participant (or his duly appointed personal representative(s)) in writing and deliver to him (or, where applicable, his duly appointed personal representative(s)) a statement setting forth the new Exercise Price thereafter in effect, class and/or number of Shares thereafter comprised in the Option so far as unexercised. Any adjustment shall take effect upon such written notification being given.

11. OPTION PERIOD

- 11.1 Options granted with the Exercise Price set at Market Price shall only be exercisable, in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 Shares or any multiple thereof), at any time, by a Participant after the first anniversary of the Offer Date of that Option, provided always that the Options shall be exercised before the tenth anniversary of the relevant Offer Date, or such earlier date as may be determined by the Committee, failing which all unexercised Options shall immediately lapse and become null and void and a Participant shall have no claim against the Company.
- 11.2 Options granted with the Exercise Price set at a discount to Market Price shall only be exercisable, in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 Shares or any multiple thereof), at any time, by a Participant after the second anniversary from the Offer Date of that Option, provided always that the Options shall be exercised before the tenth anniversary of the relevant Offer Date, or such earlier date as may be determined by the Committee, failing which all unexercised Options shall immediately lapse and become null and void and a Participant shall have no claim against the Company.
- 11.3 An Option shall, to the extent unexercised, immediately lapse and become null and void and a Participant shall have no claim against the Company:
- (a) subject to Rules 11.4, 11.5 and 11.6, upon the Participant ceasing to be in the employment of the Company or any of the companies within the Group for any reason whatsoever; or
 - (b) upon the bankruptcy of the Participant or the happening of any other event which result in his being deprived of the legal or beneficial ownership of such Option; or
 - (c) in the event of misconduct on the part of the Participant, as determined by the Committee in its absolute discretion.

For the purpose of Rule 11.4(a), a Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

11.4 If a Participant ceases to be employed by the Group by reason of his:

- (a) ill health, injury or disability, in each case, as certified by a medical practitioner approved by the Committee;
- (b) redundancy;
- (c) retirement at or after a normal retirement age; or
- (d) retirement before that age with the consent of the Committee,

or for any other reason approved in writing by the Committee, he may, at the absolute discretion of the Committee exercise any unexercised Option within the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.

11.5 If a Participant ceases to be employed by a Subsidiary:

- (a) by reason of the Subsidiary, by which he is principally employed ceasing to be a company within the Group or the undertaking or part of the undertaking of such Subsidiary, being transferred otherwise than to another company within the Group; or
- (b) for any other reason, provided the Committee gives its consent in writing, he may, at the absolute discretion of the Committee, exercise any unexercised Options within the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.

11.6 If a Participant dies and at the date of his death holds any unexercised Option, such Option may, at the absolute discretion of the Committee, be exercised by the duly appointed legal personal representatives of the Participant within the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.

11.7 If a Participant, who is also an Executive Director, ceases to be a Director for any reason whatsoever, he may, at the absolute discretion of the Committee, exercise any unexercised Option within the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.

12. EXERCISE OF OPTIONS, ALLOTMENT AND LISTING OF SHARES

12.1 An Option may be exercised, in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 Shares or any multiple thereof), by a Participant giving notice in writing to the Company in or substantially in the form set out in Schedule C (the “**Exercise Notice**”), subject to such amendments as the Committee may from time to time determine. Every Exercise Notice must be accompanied by a remittance for the full amount of the aggregate Exercise Price in respect of the Shares which have been exercised under the Option, the relevant CDP charges (if any) and any other documentation the Committee may require. All payments shall be made by cheque, cashier’s order, bank draft or postal order made out in favour of the Company. An Option shall be deemed to be exercised upon the receipt by the Company of the abovementioned Notice duly completed and the receipt by the Company of the full amount of the aggregate Exercise Price in respect of the Shares which have been exercised under the Option.

12.2 Subject to:

- (a) such consents or other actions required by any competent authority under any regulations or enactments for the time being in force as may be necessary (including any approvals required from the SGX-ST); and
- (b) compliance with the Rules, the Constitution of the Company, the Company shall, as soon as practicable after the exercise of an Option by a Participant but in any event within ten (10) Market Days after the date of the exercise of the Option in accordance with Rule 12.1, allot the Shares in respect of which such Option has been exercised by the Participant and within five (5) Market Days from the date of such allotment, despatch the relevant share certificates to CDP for the credit of the securities account of that Participant by ordinary post or such other mode of delivery as the Committee may deem fit.

12.3 The Company shall, if necessary, as soon as practicable after the exercise of an Option, apply to the SGX-ST or any other stock exchange on which the Shares are quoted or listed for permission to deal in and for quotation of the Shares which may be issued upon exercise of the Option and the Shares (if any) which may be issued to the Participant pursuant to any adjustments made in accordance with Rule 10.

12.4 Shares which are all allotted on the exercise of an Option by a Participant shall be issued, as the Participant may elect, in the name of CDP to the credit of the securities account of the Participant maintained with CDP or the Participant's securities sub-account with a CDP Depository Agent.

12.5 Shares allotted and issued upon the exercise of an Option shall be subject to all provisions of the Constitution of the Company and shall rank pari passu in all respects with the then existing issued Shares in the capital of the Company except for any dividends, rights, allotments or other distributions, the Record Date for which is prior to the date such Option is exercised.

12.6 The Company shall keep available sufficient unissued Shares to satisfy the full exercise of all Options for the time being remaining capable of being exercised.

13. MODIFICATIONS TO THE ESOS

13.1 Any or all the provisions of the ESOS may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:

- (a) any modification or alteration which shall alter adversely the rights attaching to any Option granted prior to such modification or alteration and which in the opinion of the Committee, materially alters the rights attaching to any Option granted prior to such modification or alteration may only be made with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters in number of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options;
- (b) any modification or alteration which would be to the advantage of Participants under the ESOS shall be subject to the prior approval of the Shareholders in general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the SGX-ST or (if required) any other stock exchange on which the Shares are quoted and listed, and such other regulatory authorities as may be necessary.

For the purposes of Rule 13.1(a), the opinion of the Committee as to whether any modification or alteration would alter adversely the rights attaching to any Option shall be final and conclusive.

- 13.2 Notwithstanding anything to the contrary contained in Rule 13.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the ESOS in any way to the extent necessary to cause the ESOS to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).
- 13.3 Written notice of any modification or alteration made in accordance with this Rule 13 shall be given to all Participants.

14. DURATION OF THE ESOS

- 14.1 The ESOS shall continue to be in force at the discretion of the Committee, subject to a maximum period of twenty (20) years, commencing on the date on which the ESOS is adopted by Shareholders. Subject to compliance with any applicable laws and regulations in Singapore, the ESOS may be continued beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required.
- 14.2 The ESOS may be terminated at any time by the Committee or by resolution of the Shareholders at a general meeting subject to all other relevant approvals which may be required and if the ESOS is so terminated, no further Options shall be offered by the Company hereunder.
- 14.3 The termination, discontinuance or expiry of the ESOS shall be without prejudice to the rights accrued to Options which have been granted and accepted as provided in Rule 8, whether such Options have been exercised (whether fully or partially) or not.

15. TAKE-OVER AND WINDING UP OF THE COMPANY

- 15.1 In the event of a take-over offer being made for the Company, Participants (including Participants holding Options which are then not exercisable pursuant to the provisions of Rules 11.1 and 11.2) holding Options as yet unexercised shall, notwithstanding Rules 11 and 12 but subject to Rule 15.5, be entitled to exercise such Options in full or in part in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which the offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:
- (a) the expiry of six (6) months thereafter, unless prior to the expiry of such six (6) month period, at the recommendation of the offeror and with the approvals of the Committee and the SGX-ST, such expiry date is extended to a later date (being a date falling not later than the date of expiry of the Option Period relating thereto); or
 - (b) the date of the expiry of the Option Period relating thereto,

whereupon any Option then remaining unexercised shall immediately lapse and become null and void.

Provided always that if during such period the offeror becomes entitled or bound to exercise the rights of compulsory acquisition of the Shares under the provisions of the Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participants until such specified date or the expiry of the Option Period relating thereto, whichever is earlier. Any Option not so exercised by the said specified date shall lapse and become null and void.

Provided that the rights of acquisition or obligation to acquire stated in the notice shall have been exercised or performed, as the case may be. If such rights of acquisition or obligations have not been exercised or performed, all Options shall, subject to Rule 11.3, remain exercisable until the expiry of the Option Period.

- 15.2 If, under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, Participants (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 11.1 and 11.2) shall notwithstanding Rules 11 and 12 but subject to Rule 15.5, be entitled to exercise any Option then held by them during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Option Period relating thereto), whereupon any unexercised Option shall lapse and become null and void, Provided always that the date of exercise of any Option shall be before the tenth anniversary of the Offer Date.
- 15.3 If an order or an effective resolution is passed for the winding up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- 15.4 In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it dispatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provision of this Rule 15.4) and thereupon, each Grantee (or his personal representative) shall be entitled to exercise all or any of his Options at any time not later than two (2) business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the aggregate Exercise Price whereupon the Company shall as soon as possible and in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.
- 15.5 If in connection with the making of a general offer referred to in Rule 15.1 above or the scheme referred to in Rule 15.2 above or the winding up referred to in Rule 15.4 above, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, which is not then exercisable, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 15.
- 15.6 To the extent that an Option is not exercised within the periods referred to in this Rule 15, it shall lapse and become null and void.

16. ADMINISTRATION OF THE ESOS

- 16.1 The ESOS shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board.
- 16.2 The Committee shall have the power, from time to time, to make or vary such regulations (not being inconsistent with the ESOS) for the implementation and administration of the ESOS as it thinks fit.
- 16.3 Any decision of the Committee, made pursuant to any provision of the ESOS (other than a matter to be certified by the Auditors), shall be final and binding (including any decisions pertaining to disputes as to the interpretation of the ESOS or any rule, regulation, or procedure thereunder or as to any rights under the ESOS).
- 16.4 A Director who is a member of the Committee shall not be involved in its deliberation in respect of Options to be granted to him.

17. NOTICES

- 17.1 Any notice given by a Participant to the Company shall be sent by post or delivered to the registered office of the Company or such other address as may be notified by the Company to the Participant in writing.
- 17.2 Any notice or documents given by the Company to a Participant shall be sent to the Participant by hand or sent to him at his home address stated in the records of the Company or the last known address of the Participant, and if sent by post shall be deemed to have been given on the day immediately following the date of posting.

18. TERMS OF EMPLOYMENT UNAFFECTED

- 18.1 The ESOS or any Option shall not form part of any contract of employment between the Company or any Subsidiary (as the case may be) and any Participant and the rights and obligations of any individual under the terms of the office or employment with such company within the Group shall not be affected by his participation in the ESOS or any right which he may have to participate in it or any Option which he may hold and the ESOS or any Option shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever.
- 18.2 The ESOS shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company and/or any Subsidiary directly or indirectly or give rise to any cause of action at law or in equity against the Company or any Subsidiary.

19. TAXES

All taxes (including income tax) arising from the exercise of any Option granted to any Participant under the ESOS shall be borne by that Participant.

20. COSTS AND EXPENSES OF THE ESOS

- 20.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment of any Shares pursuant to the exercise of any Option in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a Depository Agent or CPF investment account with a CPF agent bank and all taxes referred to in Rule 19 which shall be payable by the relevant Participant.
- 20.2 Save for such costs and expenses expressly provided in the ESOS to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the ESOS including but not limited to the fees, costs and expenses relating to the allotment and issue of Shares pursuant to the exercise of any Option shall be borne by the Company.

21. CONDITION OF OPTION

Every Option shall be subject to the condition that no Shares shall be issued pursuant to the exercise of an Option if such issue would be contrary to any law or enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country.

22. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained and subject to the Act, the Board, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in respect of any matter under or in connection with the ESOS, including but not limited to the Company's delay in allotting and issuing the Shares or in applying for or procuring the listing of the Shares on the SGX-ST.

23. DISCLOSURE IN ANNUAL REPORT

The Company shall make the following disclosure in its annual report:

- (a) The names of the members of the Committee;
- (b) The information required in the table below for the following Participants (which for the avoidance of doubt, shall include Participants who have exercised all their Options in any particular financial year):
 - (i) participants who are Directors of the Company; and
 - (ii) participants who are Controlling Shareholders of the Company and their Associates; and

- (iii) participants, other than those in (i) and (ii) above who receive five per cent. (5.0%) or more of the total number of Options available under the ESOS.

Name of Participant	Options granted during financial year under review (including terms)	Aggregate Options granted since commencement of the ESOS to end of financial year under review	Aggregate Options exercised since commencement of the ESOS to end of financial year under review	Aggregate Options outstanding as at end of financial year under review
---------------------	--	--	--	--

- (c) (i) The names of and number and terms of options granted to each director or employee of the parent company and its subsidiaries who receives 5% or more of the total number of options available to all directors and employees of the parent company and its subsidiaries under the scheme, during the financial year under review; and
- (ii) The aggregate number of options granted to the directors and employees of the parent company and its subsidiaries for the financial year under review, and since the commencement of the scheme to the end of the financial year under review.
- (d) The number and proportion of Options granted at the following discounts to average market value of the Shares in the financial year under review:
- (i) Options granted at up to ten per cent. (10.0%) discount; and
- (ii) Options granted at between ten per cent. (10.0%) but not more than 20.0% discount.

If any of the requirements above is not applicable, an appropriate negative statement must be included.

24. ABSTENTION FROM VOTING

Grantees who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the ESOS.

25. DISPUTES

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

26. GOVERNING LAW

The ESOS shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting Options in accordance with the ESOS, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

SCHEDULE A

AMOS EMPLOYEE SHARE OPTION SCHEME

LETTER OF OFFER

Serial No: _____

Date: _____

To: [Name]
[Designation]
[Address]

Private and Confidential

Dear Sir/Madam,

1. We have the pleasure of informing you that, pursuant to the AMOS Employee Share Option Scheme (“**ESOS**”), you have been nominated to participate in the ESOS by the Committee (the “**Committee**”) appointed by the Board of Directors of AMOS Group Limited (the “**Company**”) to administer the ESOS. Terms as defined in the ESOS shall have the same meaning when used in this letter.
2. Accordingly, in consideration of the payment of a sum of S\$1.00, an offer is hereby made to grant you an option (the “**Option**”), to subscribe for and be allotted _____ Shares at the price of S\$_____ for each Share.
3. The Option is personal, to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the prior approval of the Committee.
4. The Option shall be subject to the terms of the ESOS, a copy of which is available for inspection at the business address of the Company.
5. If you wish to accept the offer of the Option on the terms of this letter, please sign and return the enclosed Acceptance Form with a sum of S\$1.00 not later than 5.00 p.m. on _____ failing which this offer will lapse.

Yours faithfully,
For and on behalf of
AMOS Group Limited

Name:

SCHEDULE B

AMOS EMPLOYEE SHARE OPTION SCHEME

ACCEPTANCE FORM

Serial No: _____

Date: _____

To: The Committee,
AMOS Employee Share Option Scheme
AMOS Group Limited

Closing Date for Acceptance of Offer: _____

Number of Shares Offered: _____

Exercise Price for each Share: S\$ _____

Total Amount Payable: S\$ _____

I have read your Letter of Offer dated _____ and agree to be bound by the terms of the Letter of Offer and ESOS referred to therein. Terms defined in your Letter of Offer shall have the same meanings when used in this Acceptance Form.

I hereby accept the Option to subscribe for _____ Shares at S\$ _____ for each Share. I enclose cash for S\$1.00 in payment for the purchase of the Option/I authorise my employer to deduct the sum of S\$1.00 from my salary in payment for the purchase of the Option.

I understand that I am not obliged to exercise the Option.

I confirm that my acceptance of the Option will not result in the contravention of any applicable law or regulation in relation to the ownership of shares in the Company or options to subscribe for such shares.

I agree to keep all information pertaining to the grant of the Option to me confidential.

I further acknowledge that you have not made any representation to induce me to accept the offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the offer.

Please print in block letters

Name in full _____

Designation _____

Address _____

Nationality _____

*NRIC/Passport No. _____

Signature _____

Date _____

Note:

* Delete accordingly

SCHEDULE C

AMOS EMPLOYEE SHARE OPTION SCHEME

FORM OF EXERCISE OF OPTION

Total number of ordinary shares (the “ Shares ”) offered at S\$_____ for each Share (the “ Exercise Price ”) under the ESOS on _____ (Date of Grant)	:	_____
Number of Shares previously allotted thereunder	:	_____
Outstanding balance of Shares to be allotted thereunder	:	_____
Number of Shares now to be subscribed	:	_____

To: The Committee,
AMOS Employee Share Option Scheme
AMOS Group Limited

1. Pursuant to your Letter of Offer dated _____ and my acceptance thereof, I hereby exercise the Option to subscribe for _____ Shares in AMOS Group Limited (the “**Company**”) at S\$_____ for each Share.
2. I enclose a *cheque/cashiers order/banker’s draft/postal order no. _____ for S\$_____ by way of subscription for the total number of the said Shares.
3. I agree to subscribe for the said Shares subject to the terms of the Letter of Offer, the AMOS Employee Share Option Scheme and the Constitution of the Company.
4. I declare that I am subscribing for the said Shares for myself and not as a nominee for any other person.
5. I request the Company to allot and issue the Shares in the name of The Central Depository (Pte) Limited (“**CDP**”) for credit of my *Securities Account with CDP/Sub-Account with the Depository Agent/CPF investment account with my Agent Bank specified below and I hereby agree to bear such fees or other charges as may be imposed by CDP in respect thereof.

Please print in block letters

Name in full _____

Designation _____

Address _____

Nationality _____

*NRIC/Passport No. _____

*Direct Securities Account No. _____

OR

*Sub Account No. _____

Name of Depository Agent _____

OR

*CPF Investment Account No. _____

Name of Agent Bank _____

Signature _____

Date _____

Note:

* *Delete accordingly*