THIS LISTING DOCUMENT HAS BEEN PUBLISHED BY HK ACQUISITION CORPORATION UNDER ITS STOCK CODE (STOCK CODE: 7841) AND WARRANT CODE (WARRANT CODE: 4841) ON OCTOBER 3, 2024 AND IS NOW REPUBLISHED USING STOCK CODE (STOCK CODE: 2562) AND WARRANT CODE (WARRANT CODE: 2461) OF SYNAGISTICS LIMITED FOR THE SHAREHOLDERS' AND THE WARRANTHOLDERS' INFORMATION.

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt about this circular or as to the action to be taken, you should consult your licensed securities dealer or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional advisor.

If you have sold or transferred all your shares or warrants in HK Acquisition Corporation, you should at once hand this circular with the accompanying form of proxy to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

This circular is not for publication or distribution, directly or indirectly, in or into the United States of America. This circular is not an offer of securities for sale into the United States. The securities referred to herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold in the United States, except pursuant to an applicable exemption from registration. No public offering of securities is being made in the United States.

This circular is for information purposes only and is being provided to you solely for the purposes of considering the resolutions to be voted on at the EGM to be held on Friday, October 25, 2024. This circular also constitutes the listing document of the Successor Company resulting from the completion of the De-SPAC Transaction. This circular does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company or the Successor Company.

HK ACQUISITION CORPORATION
香港匯德收購公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 7841)
(Warrant Code: 4841)

(1) DE-SPAC TRANSACTION INVOLVING (A) BUSINESS COMBINATION WITH SYNAGISTICS PTE. LTD.; (B) VERY SUBSTANTIAL ACQUISITION, REVERSE TAKEOVER INVOLVING NEW LISTING APPLICATION AND CONNECTED TRANSACTION IN RELATION TO THE DE-SPAC TRANSACTION; (C) PIPE INVESTMENTS; (D) PERMITTED EQUITY FINANCING; (E) GRANT OF PROMOTER EARN-OUT RIGHT; AND (F) GRANT OF TARGET COMPANY FOUNDER EARN-OUT RIGHT; (2) PROPOSED WARRANT AMENDMENTS AND SPAC WARRANT REDEMPTION; (3) PROPOSED ADOPTION OF SUCCESSOR MEMORANDUM AND ARTICLES AND SHARE RE-DESIGNATION; (4) PROPOSED APPOINTMENT OF SUCCESSOR DIRECTORS; (5) PROPOSED APPOINTMENT OF AUDITOR OF THE SUCCESSOR COMPANY; (6) PROPOSED ADOPTION OF THE SUCCESSOR ESOP; (7) PROPOSED CHANGE OF COMPANY NAME OF THE SUCCESSOR COMPANY; AND (8) NOTICE OF EXTRAORDINARY GENERAL MEETING

Target Company

SYNAGISTICS PTE. LTD.

Joint Sponsors to the new listing application of the Successor Company and Sponsor-Overall Coordinators, Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers for PIPE Investments and Permitted Equity Financing

海通國際 HAITONG

招銀国际 CMB INTERNATIONAL

Joint Bookrunners and Joint Lead Managers

金聯證券 Goldlink Securities　金裕富證券有限公司 Golden Rich Securities Limited　LEEDS SECURITIES

Co-Lead Manager

德林證券 DL SECURITIES

Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders

ALTUS CAPITAL LIMITED
浩德融資有限公司

Unless the context otherwise requires, capitalized terms used in this cover page shall have the same meanings as those defined in the section headed "Definitions" in this circular.

A letter from the Board is set out on pages 94 to 169 of this circular. An important notice and the actions to be taken by the Shareholders and the Warrantholders are set out on pages 218 to 233 of this circular.

The notice convening the EGM is to be held at Hong Kong Room, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong on Friday, October 25, 2024 at 8:00 a.m. set out on pages EGM-1 to EGM-7 of this circular. The form of proxy for use at the EGM is also accompanying this circular and is published on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com***. Whether or not you intend to attend the EGM if you are a registered Shareholder, you are requested to complete and sign the accompanying form of proxy in accordance with the instructions printed thereon and return it to the Company's Hong Kong Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof (as the case may be). Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM if you so wish.

If you are a beneficial owner whose SPAC Shares are deposited in CCASS and registered under the name of HKSCC Nominees Limited, you should, unless you are admitted to participate in CCASS as a HKSCC participant, contact your broker, custodian, nominee or other relevant person who is, or has in turn deposited such SPAC Shares with a HKSCC participant regarding voting instructions to be given to such persons.

If the De-SPAC Transaction is not approved by the SPAC Shareholders at the EGM or completed for any reason, (i) the Company will not redeem any SPAC Shares and SPAC Warrants and all Share Redemption and the SPAC Warrant Redemption requests will be canceled; and (ii) subject to the deadlines under the Listing Rules, the listings of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be maintained; however, the Company may not have sufficient time to identify another de-SPAC target and negotiate a de-SPAC transaction before it is required to wind up as provided for in the Listing Rules. **Therefore, SPAC Shareholders are strongly recommended to vote FOR the resolutions to be proposed at the EGM, EVEN IF you intend to elect to redeem some or all of your SPAC Shares.**

October 3, 2024

CONTENTS

Page

EXPECTED TIMETABLE iii

OVERVIEW OF THE DE-SPAC TRANSACTION 1

OVERVIEW OF THE TARGET GROUP 17

DEFINITIONS 62

GLOSSARY OF TECHNICAL TERMS 80

CORPORATE INFORMATION OF THE SUCCESSOR COMPANY 83

SUCCESSOR DIRECTORS AND PARTIES INVOLVED IN THE DE-SPAC TRANSACTION 85

FORWARD-LOOKING STATEMENTS 92

LETTER FROM THE BOARD 94

LETTER FROM THE INDEPENDENT BOARD COMMITTEE 170

LETTER FROM THE INDEPENDENT FINANCIAL ADVISER 172

IMPORTANT NOTICE TO SHAREHOLDERS AND WARRANTHOLDERS AND ACTIONS TO BE TAKEN 218

RISK FACTORS 234

WAIVERS FROM STRICT COMPLIANCE WITH THE LISTING RULES 271

INDUSTRY OVERVIEW OF THE TARGET GROUP 281

REGULATIONS APPLICABLE TO THE TARGET GROUP'S BUSINESS AND OPERATIONS 299

HISTORY AND CORPORATE STRUCTURE OF THE TARGET GROUP 341

BUSINESS OF THE TARGET GROUP 362

RELATIONSHIP WITH CONTROLLING SHAREHOLDERS OF THE SUCCESSOR COMPANY 446

CONTENTS

CONNECTED TRANSACTIONS OF THE SUCCESSOR COMPANY 452

SHARE CAPITAL OF THE SUCCESSOR COMPANY 465

SUBSTANTIAL SHAREHOLDERS FOLLOWING THE DE-SPAC TRANSACTION 470

SUCCESSOR DIRECTORS AND SENIOR MANAGEMENT OF THE SUCCESSOR COMPANY 473

FINANCIAL INFORMATION OF THE TARGET GROUP 492

FUTURE PLANS AND USE OF PROCEEDS 545

APPENDIX I — ACCOUNTANTS' REPORT OF THE TARGET GROUP I-1

APPENDIX II — FINANCIAL INFORMATION OF THE COMPANY II-1

APPENDIX III — UNAUDITED PRO FORMA FINANCIAL INFORMATION ON THE SUCCESSOR GROUP III-1

APPENDIX IV — VALUATION REPORT IV-1

APPENDIX V — SUMMARY OF THE CONSTITUTION OF THE SUCCESSOR COMPANY AND CAYMAN ISLANDS COMPANY LAW V-1

APPENDIX VI — SUCCESSOR MEMORANDUM AND ARTICLES VI-1

APPENDIX VII — PROPOSED WARRANT AMENDMENTS VII-1

APPENDIX VIII — SUMMARY OF RULES OF THE SUCCESSOR ESOP VIII-1

APPENDIX IX — STATUTORY AND GENERAL INFORMATION IX-1

APPENDIX X — DOCUMENTS ON DISPLAY X-1

NOTICE OF EGM EGM-1

EXPECTED TIMETABLE

The following expected timetable is indicative only and is subject to change. If necessary, further announcement in relation to any revised timetable will be published as and when appropriate.

Event	**Expected time and date**[1]
Dispatch of this circular and the Warrantholder Meeting Circular	Thursday, October 3, 2024
Election periods for (i) the SPAC Shareholders to redeem all or part of their SPAC Shares[2] and (ii) the SPAC Warrantholders to redeem all or part of their SPAC Warrants[3] commence	Thursday, October 3, 2024
Latest time for lodging transfers of (i) Shares for determining the entitlement to attend and vote at the EGM and (ii) Warrants for determining the entitlement to attend and vote at the Warrantholder Meeting and the SPAC Warrantholder Meeting	4:30 p.m. on Monday, October 21, 2024
Closure of (i) register of members of the Company for determining the entitlement to attend and vote at the EGM and (ii) register of warrantholders of the Company for determining the entitlement to attend and vote at the Warrantholder Meeting and the SPAC Warrantholder Meeting	from Tuesday, October 22, 2024 to Friday, October 25, 2024 (both days inclusive)
Latest time for lodging forms of proxy for the EGM	8:00 a.m. on Wednesday, October 23, 2024
Latest time for lodging forms of proxy for the Warrantholder Meeting	8:05 a.m. on Wednesday, October 23, 2024
Latest time for lodging forms of proxy for the SPAC Warrantholder Meeting	8:10 a.m. on Wednesday, October 23, 2024

EXPECTED TIMETABLE

Election period for SPAC Warrantholders to redeem all or part of their SPAC Warrants[3] ends . . . . . 5:00 p.m. on Thursday, October 24, 2024

Record date for determining (i) the entitlement of the Shareholders to attend and vote at the EGM and (ii) the entitlement of the Warrantholders to attend and vote at the Warrantholder Meeting and the SPAC Warrantholder Meeting . . . . . Friday, October 25, 2024

Election period for SPAC Shareholders to redeem all or part of their SPAC Shares[2] ends . . . . . 8:00 a.m. on Friday, October 25, 2024

EGM . . . . . 8:00 a.m. on Friday, October 25, 2024

Warrantholder Meeting . . . . . 8:05 a.m. on Friday, October 25, 2024[4]

SPAC Warrantholder Meeting . . . . . 8:10 a.m. on Friday, October 25, 2024[5]

Announcement of (i) the results of the EGM, (ii) amount of redemption of the Redeeming SPAC Shares, (iii) the results of the Warrantholder Meeting, (iv) the results of the SPAC Warrantholder Meeting and (v) amount of redemption of the Redeeming SPAC Warrants . . . . . Friday, October 25, 2024

If approvals sought at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting are obtained:[6]

Announcement of the date of the Closing . . . . . Friday, October 25, 2024

Determination of the Share Redemption Price and announcement of the Share Redemption Price . . . . . Monday, October 28, 2024

First day for free exchange of existing SPAC Share certificates in board lot of 115,000 SPAC Shares each for Successor Share certificates in board lot of 500 Successor Shares each[7] . . . . . Monday, October 28, 2024

EXPECTED TIMETABLE

First day for free exchange of SPAC Warrant certificates in board lot of 57,500 SPAC Warrants each for Successor SPAC Warrant certificates in board lot of 11,500 Successor SPAC Warrants each[7]	Monday, October 28, 2024
Last day of dealings in the SPAC Shares under stock code 7841 and the stock short name of "HK ACQ-Z" in English and "匯德收購-Z" in Chinese[8] on the Stock Exchange	Tuesday, October 29, 2024
Last day of dealings in the SPAC Warrants under warrant code 4841 and the warrant short name of "HK ACQ Z25" in English and "匯德收購Z25" in Chinese[9] on the Stock Exchange	Tuesday, October 29, 2024
Effective Time of the Closing[10]	no later than 9:00 a.m. on Wednesday, October 30, 2024
Change of company name from "HK Acquisition Corporation" in English and "香港匯德收購公司" in Chinese to "Synagistics Limited" in English and "獅騰控股有限公司" in Chinese	Wednesday, October 30, 2024
Re-designation of the SPAC Shares and the Warrants as Successor Shares and Successor Warrants, conversion of the Promoter Shares to Successor Shares and issue of the Consideration Shares, the PIPE Shares and the Permitted Equity Financing Shares	no later than 9:00 a.m. on Wednesday, October 30, 2024
Dispatch of certificates for the Consideration Shares, the PIPE Shares and the Permitted Equity Financing Shares	no later than 9:00 a.m. on Wednesday, October 30, 2024
Listing and first date of dealings of the Successor Shares in new board lot size of 500 Shares (stock code: 2562; stock short name: "SYNAGISTICS" in English and "獅騰控股" in Chinese) and the Successor SPAC Warrants in new board lot size of 11,500 Warrants (warrant code: 2461; warrant short name: "SYNAGISTICS W29" in English and "獅騰控股二九" in Chinese) on the Stock Exchange	9:00 a.m. on Wednesday, October 30, 2024

EXPECTED TIMETABLE

Announcement of the Closing, the change of company name, the re-designation of the SPAC Shares and the Warrants as Successor Shares and Successor Warrants, the conversion of the Promoter Shares to Successor Shares, the issue of the Consideration Shares, the PIPE Shares and the Permitted Equity Financing Shares and the dilution effect of the De-SPAC Transaction	Wednesday, October 30, 2024
Payment of the Share Redemption Price by the Custodian to the Redeeming SPAC Shareholders on or before(11)	Wednesday, November 6, 2024
Payment of the SPAC Warrant Redemption Price by the Successor Company to the Redeeming SPAC Warrantholders on or before(12)	Wednesday, November 6, 2024
Last day for free exchange of existing SPAC Share certificates in board lot of 115,000 SPAC Shares each for Successor Share certificates in board lot of 500 Successor Shares each(7)	4:30 p.m. on Tuesday, December 3, 2024
Last day for free exchange of existing SPAC Warrant certificates in board lot of 57,500 SPAC Warrants each for Successor SPAC Warrant certificates in board lot of 11,500 Successor SPAC Warrants each(7)	4:30 p.m. on Tuesday, December 3, 2024

Notes:

(1) References to time and dates in this circular are to Hong Kong time and dates.

(2) A Share Redemption election will not be accepted unless the duly completed and executed Share Redemption Election Form is accompanied by the delivery of the share certificate(s) representing the relevant number of SPAC Shares to the Hong Kong Share Registrar by the end of the Share Redemption Election Period. If the De-SPAC Transaction is not approved or completed for any reason, the Company will not redeem any SPAC Shares and all Share Redemption requests will be canceled. In this case, the Company will (i) make an announcement on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com*** of the expected date of return of the share certificates delivered by Redeeming SPAC Shareholder(s) and (ii) arrange for the Hong Kong Share Registrar to promptly return any share certificate(s) delivered by Redeeming SPAC Shareholder(s) within five Business Days after the date of the announcement. See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — B. Share Redemption — 3. Procedure to elect for Share Redemption" for details on the procedure to elect for Share Redemption.

(3) A SPAC Warrant Redemption election will not be accepted unless the duly completed and executed SPAC Warrant Redemption Election Form is accompanied by the delivery of the warrant certificate(s) representing the relevant number of SPAC Warrants to the Hong Kong Share Registrar by the end of the SPAC Warrant Redemption Election Period. If the Proposed Warrant Amendments are not approved or the De-SPAC Transaction is not approved or completed for any reason, the Company will not redeem any SPAC Warrants and all SPAC Warrant Redemption requests will be canceled. In this case, the Company will (i) make an announcement on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com*** of the expected date of return of the warrant certificates delivered by Redeeming SPAC Warrantholder(s) and (ii) arrange for the Hong Kong Share Registrar to promptly return any warrant certificate(s) delivered by Redeeming SPAC Warrantholder(s) within five Business Days after the announcement. See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — C. SPAC Warrant Redemption — 3. Procedure to elect for SPAC Warrant Redemption" for details on the procedure to elect for SPAC Warrant Redemption.

(4) Or as soon as the EGM to be convened at the same date and place at 8:00 a.m. shall conclude or adjourn.

(5) Or as soon as the Warrantholder Meeting to be convened at the same date and place at 8:05 a.m. shall conclude or adjourn.

(6) Assuming all Conditions are fulfilled or waived (where applicable). If approvals sought at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting are not obtained, the Company will not redeem any SPAC Shares and SPAC Warrants and all Share Redemption and SPAC Warrant Redemption requests will be canceled. In this case, the Company will (i) make an announcement on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com*** of the expected date of return of the share and warrant certificates delivered by Redeeming SPAC Shareholder(s) and/or Redeeming SPAC Warrantholder(s) and (ii) arrange for the Hong Kong Share Registrar to promptly return any share and warrant certificate(s) delivered by Redeeming SPAC Shareholder(s) and/or Redeeming SPAC Warrantholder(s) within five Business Days after the announcement.

(7) In the case where the existing SPAC Share certificates and/or SPAC Warrant certificates are delivered to the Hong Kong Share Registrar during business hours (i.e. 9:00 a.m. to 4:30 p.m.) from Monday, October 28, 2024 to Tuesday, October 29, 2024 (both days inclusive), the new Successor Share certificates and/or Successor SPAC Warrant certificates will be available for collection from the Company's Hong Kong Share Registrar by the holders of Successor Shares and/or Successor SPAC Warrants on Wednesday, October 30, 2024. In other cases, the new Successor Share certificates and/or Successor SPAC Warrant certificates will be available for collection from the Company's Hong Kong Share Registrar by the holders of Successor Shares and/or Successor SPAC Warrants within ten business days after delivery of the existing SPAC Share certificates and/or SPAC Warrant certificates to the Hong Kong Share Registrar for exchange purpose. The new Successor Share certificates and/or Successor SPAC Warrant certificates will be in white color in order to distinguish them from the existing SPAC Share certificates in yellow color and existing SPAC Warrant certificates in green color.

(8) Dealings in the Successor Shares will commence on the Stock Exchange in board lots of 500 under stock code 2562 and the stock short name of "SYNAGISTICS" in English and "獅騰控股" in Chinese upon Closing. The Closing and the change of company name will have no effect on the existing share certificates of the SPAC Shares in issue bearing the existing name of the Company before the change of name becoming effective which will become the Successor Shares and continue to be valid evidence of legal title and be valid for delivery, trading, settlement and registration purposes. Following the Closing, the certificates of the Successor Shares will only be issued in the new name of the Successor Company and the Successor Shares will be traded on the Stock Exchange under the new name of the Successor Company.

(9) Dealings in the Successor SPAC Warrants will commence on the Stock Exchange in board lots of 11,500 under warrant code 2461 and the warrant short name of "SYNAGISTICS W29" in English and "獅騰控股二九" in Chinese upon Closing. The Closing and the change of company name will have no effect on the existing warrant certificates in respect of the SPAC Warrants in issue bearing the existing name of the Company before the change of name becoming effective which will become the Successor SPAC Warrants and continue to be valid evidence of legal title and be valid for delivery, trading, settlement and registration purposes. Following the Closing, the certificates of the Successor SPAC Warrants will only be issued in the new name of the Successor Company and the Successor SPAC Warrants will be traded on the Stock Exchange under the new name of the Successor Company.

(10) The Business Combination Agreement may be terminated prior to the Effective Time if, among others, the Unconditional Date has not occurred by the Longstop Date. See "Letter from the Board — F. The Business Combination Agreement — 1. Principal terms of the Business Combination Agreement" for further details.

(11) See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — B. Share Redemption — 1. Share Redemption Price" for details on the payment of the Share Redemption Price.

(12) See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — C. SPAC Warrant Redemption — 1. SPAC Warrant Redemption Price" for details on the payment of the SPAC Warrant Redemption Price.

Shareholders and Warrantholders should note that the dates and times specified in the above timetable are subject to change. Further announcement(s) will be made in the event that there is any change to the above timetable.

Shareholders and Warrantholders should refer to "Important Notice to Shareholders and Warrantholders and Actions to be Taken", the Share Redemption Election Form and the SPAC Warrant Redemption Election Form, which set out details of the actions to be taken and the procedures in relation to voting at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting and in relation to the exercise of the right for Share Redemption and the right for SPAC Warrant Redemption.

OVERVIEW OF THE DE-SPAC TRANSACTION

On June 28, 2024, the Company entered into (i) the Business Combination Agreement with the Target Company, namely Synagistics Pte. Ltd., and the Merger Sub in relation to the Merger; (ii) the PIPE Investment Agreements with the Target Company and the PIPE Investors in relation to the PIPE Investments; (iii) the Promoter Earn-out and Lock-up Agreement with the Promoters pursuant to which the Promoters have been granted the Promoter Earn-out Right; (iv) the Target Company Founder Earn-out Agreement with the Target Company Founders pursuant to which the Target Company Founders have been granted the Target Company Founder Earn-out Right; and (v) the Target Company Majority Shareholder Lock-Up Agreements with the Target Company Majority Shareholders in relation to the lock-up arrangement over the Successor Shares to be issued to such Target Company Majority Shareholders. On September 20, 2024, the Company further entered into (i) a novation and amendment agreement with the Target Company, Oakwise Innovation Fund SPC — New Opportunity SP III and Oakwise Value Fund SPC — Greater China High Yield Income SP; (ii) a termination agreement with the Target Company and Carnegie Hill Greater Bay Area Investment Co., Limited; and (iii) two PIPE Investment Agreements with the Target Company, Dr. Lam Man Chan and Focus Profit Limited, in respect of updates on the PIPE Investments.

The De-SPAC Transaction will result in (1) the business combination of the Company with the Target Group whereby the Target Group will become subsidiaries of the Company and (2) the listing of the Company as the Successor Company on the Stock Exchange.

Parties to the De-SPAC Transaction

The Company

The Company is a special purpose acquisition company (or SPAC) incorporated for the purpose of conducting an acquisition of, or a business combination with, one or more companies or operating businesses. The Company completed the SPAC Offering comprising 100,050,000 SPAC Shares at an issue price of HK$10.00 per SPAC Share and 50,025,000 SPAC Warrants on August 15, 2022.

The Target Group

The Target Company is a company incorporated in Singapore with limited liability. The Target Group is a data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. The Target Group provides integrated digital solutions

to its brand partners, where (1) under its direct-to-brands ("**D2B**") business model, it provides data-driven digital solutions to the brands covering all aspects of e-commerce, and (2) under its direct-to-consumers ("**D2C**") business model, it sells the brands' products to consumers directly.

Merger Sub

The Merger Sub is a private company limited by shares incorporated in Singapore with limited liability on June 21, 2024 and an indirect wholly-owned subsidiary of the Company. The Merger Sub was incorporated solely for the purpose of effecting the Merger and has not carried on any activities other than those in connection with the Merger.

The Business Combination Agreement

Pursuant to the terms of the Business Combination Agreement, the Merger Sub and the Target Company shall amalgamate and continue as one company, following which the separate corporate existence of Merger Sub shall cease, and the Target Company shall be the surviving corporation in the Merger and subsist under its existing name as a direct, wholly-owned subsidiary of BVI Co, which in turn remains a direct, wholly-owned subsidiary of the Company.

At the Effective Time, (1) each SPAC Share will be re-designated as a Successor Share, (2) each Redeeming SPAC Share will be automatically canceled and cease to exist in exchange for the right to receive a share redemption price of not less than HK$10.00 per SPAC Share to be paid out of the monies held in the SPAC Offering Escrow Account, and (3) each Promoter Share will be automatically converted into one Successor Share in accordance with the terms of the existing Memorandum and Articles of Association of the Company.

SPAC Shareholders (excluding the Redeeming SPAC Shareholders) and Promoter Shareholders will continue to be shareholders of the Successor Company together with the PIPE Investors, investors of the Permitted Equity Financing (if any) and the existing shareholders of the Target Company. SPAC Warrantholders (excluding the Redeeming SPAC Warrantholders) and Promoter Warrantholders will continue to be warrantholders of the Successor Company. Upon the Closing, the Successor Shares and the Successor SPAC Warrants will be listed on the Main Board of the Stock Exchange.

The Negotiated Value of the Target Company in the De-SPAC Transaction is HK$3,500,000,000, which represents the fair value of the Target Company and was determined after arm's length negotiations between the Company and the Target Company and with the PIPE Investors (who have undertaken independent due diligence on the Target Company) with reference

to (i) the business development of the Target Group in recent years; (ii) the valuation conducted by Jones Lang LaSalle Corporate Appraisal and Advisory Limited; and (iii) the business prospects of the Target Group.

PIPE Investments and Permitted Equity Financing

The Company and the Target Company entered into PIPE Investment Agreements with ten PIPE Investors.

Pursuant to the PIPE Investment Agreements, the PIPE Investors have conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, 55,124,000 PIPE Investment Shares for an aggregate subscription price of HK$551,240,000, or HK$10.00 per PIPE Investment Share.

The PIPE Investment Amount for each PIPE Investment was determined after arm's length negotiations between the parties to the respective PIPE Investment Agreements taking into account the Negotiated Value of the Target Company of HK$3,500,000,000, the effect of the De-SPAC Transaction on shareholdings in the Successor Company, the development plans of the Target Company and its need for proceeds.

See "Letter from the Board — G. PIPE Investments" for details regarding the terms of the PIPE Investments.

From the date of the Business Combination Agreement until the Listing Date, the Company and the Target Company may execute one or more permitted equity subscription agreements with one or more Professional Investors on substantially the same terms as the PIPE Investment Agreements, and/or execute a placing agreement with the Overall Coordinators and/or one or more capital market intermediaries for the placement of Successor Shares at the price of HK$10.00 per Successor Share, together for an aggregate subscription amount of up to HK$500 million. The purpose of the Permitted Equity Financing is to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing. Details of any Permitted Equity Financing will be announced by the Company.

Promoter Earn-out Right

Pursuant to the Promoter Earn-out and Lock-up Agreement, the Company grants to the Promoters the right to receive 10,005,000 Promoter Earn-out Shares (being equal to 8% of the total number of shares of the Company in issue as at the date of its listing on 15 August 2022) (subject to the conditions and certain adjustments following the Closing).

See "Letter from the Board — H. Promoter Earn-out Right" for details regarding the Promoter Earn-out Right.

Target Company Founder Earn-out Right

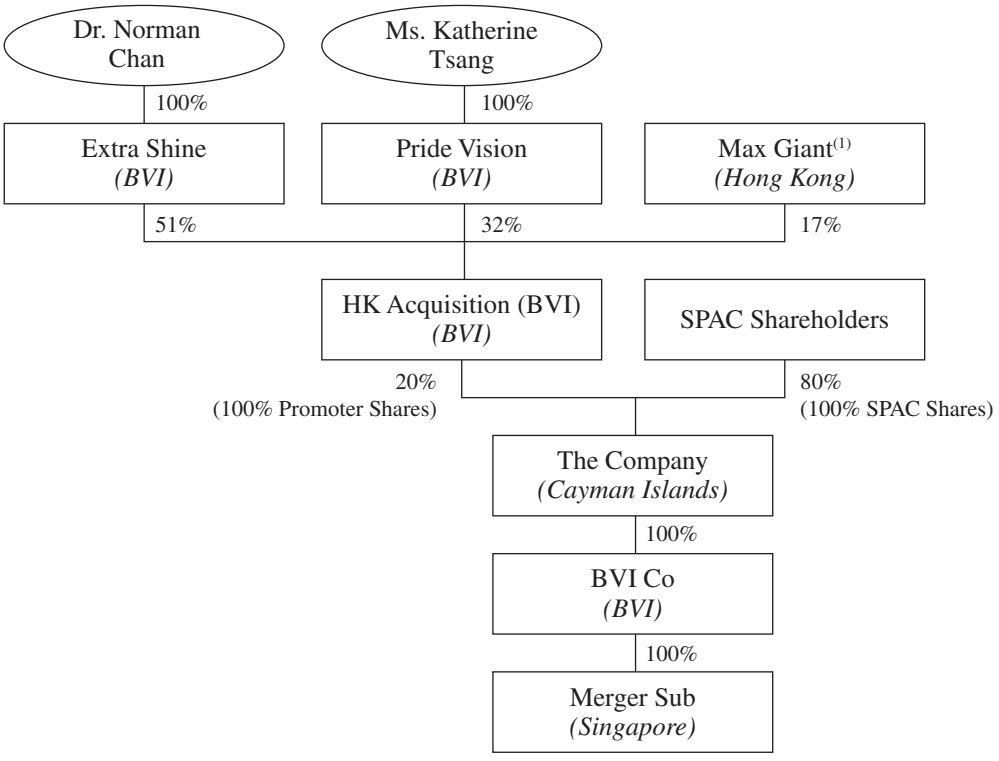
Pursuant to the Target Company Founder Earn-out Agreement, the Company grants to the Target Company Founders the right to receive Target Company Founder Earn-out Shares representing in aggregate up to 12% of the total number of Successor Shares in issue immediately after Closing (subject to the conditions and certain adjustments following the Closing).

See "Letter from the Board — I. Target Company Founder Earn-out Right" for details regarding the Target Company Founder Earn-out Right.

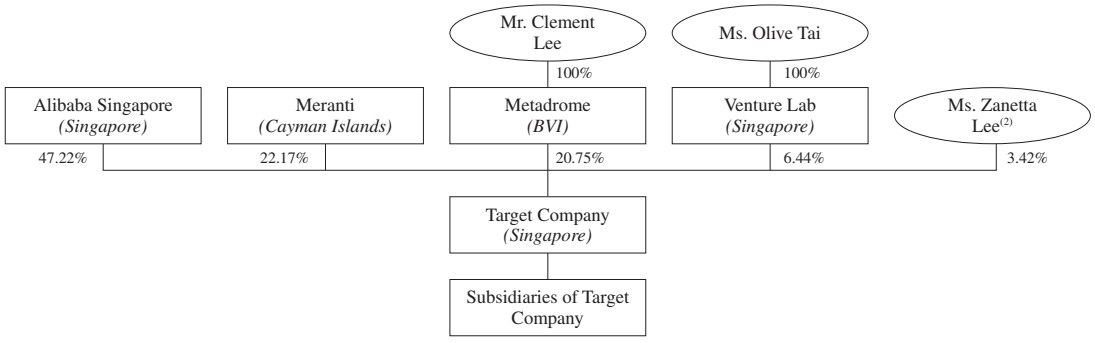
Structure of the De-SPAC Transaction

Simplified corporate structure charts of the Company and the Target Group immediately prior to the De-SPAC Transaction are set out below:

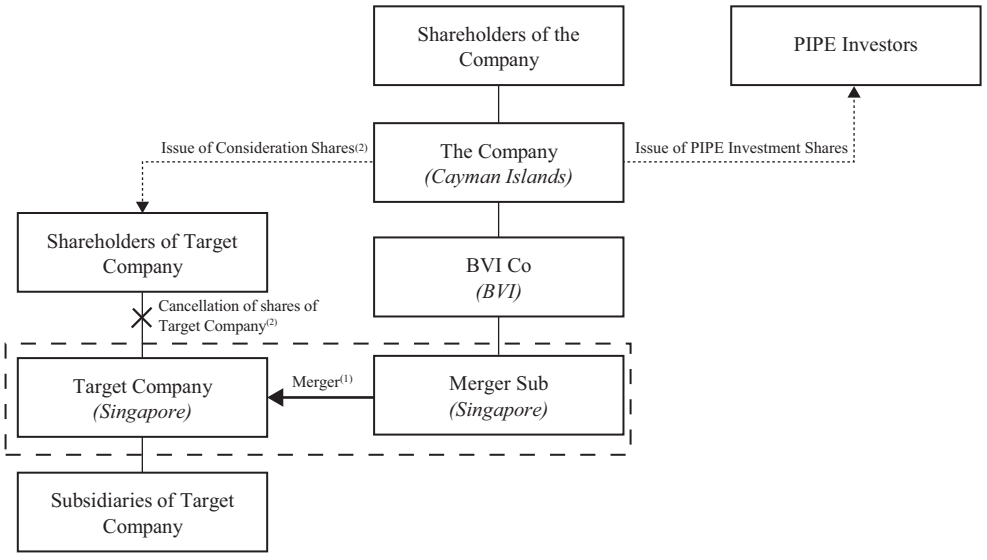
(a) The Company



(b) The Target Group



At Closing, the De-SPAC Transaction will be conducted as follows:



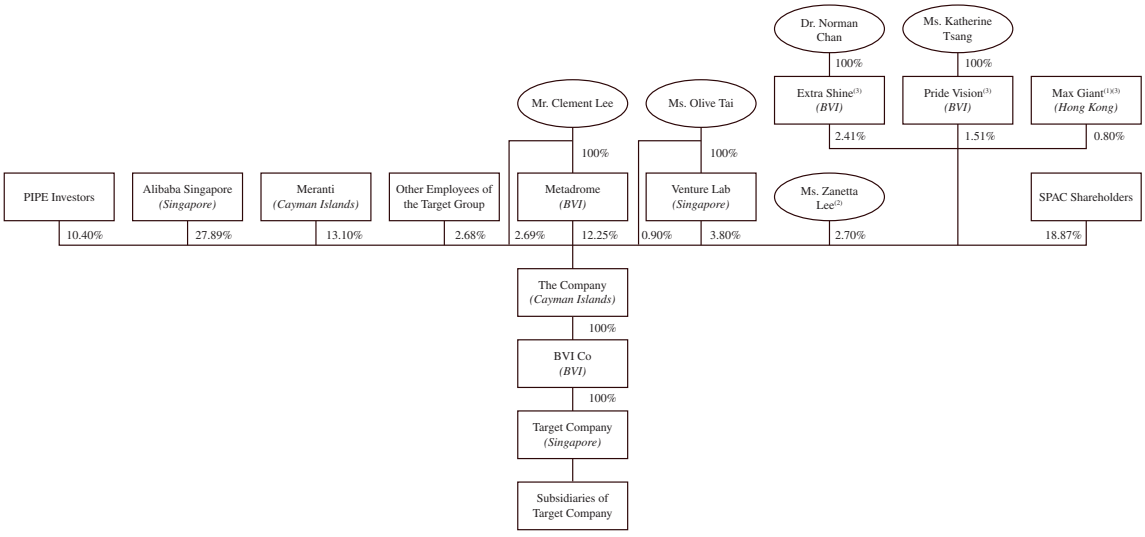
Notes:

(1) At Closing, the Merger Sub and the Target Company shall amalgamate in accordance with Section 215B of the Companies Act 1967 of Singapore and continue as one company, following which the separate corporate existence of Merger Sub shall cease, and the Target Company shall be the surviving corporation in the Merger and subsist under its existing name as a direct, wholly-owned subsidiary of BVI Co, which shall in turn remain a direct, wholly-owned subsidiary of the Company.

(2) At Closing, by virtue of the Merger, all ordinary shares of the Target Company that are issued and outstanding immediately prior to the Effective Time (including ordinary shares to be converted from preference shares and ordinary shares to be issued to all holders of options and bonus share awards under the Target Company Existing ESOP) shall be automatically canceled, and the Company shall issue the Consideration Shares to the shareholders of the Target Company.

Simplified corporate structure chart of the Successor Group immediately upon Closing (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing and

taking into account the 87,776,868 ordinary shares of the Target Company expected to be issued to the employees of the Target Group and the Target Company Founders under the Target Company Existing ESOP) is set out below:



Notes:

(1) Max Giant is wholly owned by Dr. Wong Shue Ngar Sheila (an executive Director and Chief Operating Officer of the Company).

(2) Ms. Zanetta Lee is the sister of Mr. Clement Lee.

(3) The Successor Shares converted from the Promoter Shares held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

See "Letter from the Board — M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company" for details regarding the effect of the De-SPAC Transaction on the shareholdings in the Company and the Successor Company.

Reasons for, and Benefits of, the De-SPAC Transaction

While the Company intends to focus on de-SPAC targets which are companies in the financial services and technology sectors that have competitive edges on sustainability and corporate governance and that have operations or prospective operations in the Greater China area, it is not limited to, and may pursue de-SPAC targets in, any industry or geography. The Company has taken into account this business strategy and selection criteria for identifying and evaluating prospective de-SPAC targets.

Having evaluated a number of potential target companies, the Company considers that the Target Company satisfies the above criteria and that it would be in the interests of the Company and the Shareholders to enter into the De-SPAC Transaction with the Target Company for the following reasons:

- **First mover in the digital solutions industry in Southeast Asia:** The Target Group is a data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC.

- **Scalable, asset-light business model:** The Target Group has strategically evolved to adopt an asset-light model across various aspects of its operations, which enables it to more easily improve its inventory management, scale its business, strengthen its ecosystem of partnerships, and drive revenue growth.

- **Capable of benefiting from consumer premiumization in Southeast Asia:** According to CIC, the market of mass-affluent consumers in Southeast Asia is a significantly underdeveloped market and is the next megamarket for commerce, particularly e-commerce. Southeast Asia's mass-affluent class represents consumers who have liquid assets of between US$100,000 and US$1 million, whose purchasing power has reached a level at which they tend to sharply increase spending on premium goods. As a multi-regional digital solutions provider in Southeast Asia, the Target Group will be well-positioned to enable its brand partners to capitalize on these consumer premiumization trends since it (i) has more resources, including financial, human and otherwise, to take advantage of such trend, (ii) is more capable of capitalizing on such market opportunities due to its strong service and technological capabilities and ample industry experiences and expertise, and (iii) has strong ties to market players, including brands and consumers.

- **Significant value to and partner of choice for brand owners:** The Target Group is one of the few digital solutions providers that are able to provide end-to-end solutions to brands seeking to operate e-commerce businesses in Southeast Asia. It believes that it is well-positioned to develop new and maintain existing relationships with brands due to its track record of successful partnerships, commitment to protecting the interests of its brand partners, and its deep understanding of brand and consumer needs, as well as its experience in helping its brand partners navigate the market environment across Southeast Asia's fragmented and diverse e-commerce markets.

- **Strong technology capabilities facilitating a unified and smooth consumer experience across all touchpoints:** The Target Group's core robust technology stack, the Synagie Platform, is fully integrated and readily scalable to help brands adapt to evolving market trends and consumer behaviors. The Target Group's technologies are able to connect with the back-end systems of its brand partners, integrate their operations across consumer digital touchpoints, where consumers interact with brands, such as online marketplaces, social media channels, marketing emails, online advertisements, and search results, and collect and analyze data throughout consumers' e-commerce journey, including from passive viewing of pushed content, purchase transactions to post-purchase content sharing.

- **Experienced management team backed by blue-chip investors:** The Target Company Founders, namely Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, each has over 15 years of experience and deep industry knowledge in retail, commerce and marketing. The Target Group also benefits from the support of reputable shareholders, including Alibaba, the world's largest digital retail business in terms of GMV for the 12 months ended March 31, 2024, according to CIC, and Gobi Partners, a leading Asia-focused venture capital firm with a particular focus on early to growth stage start-ups in emerging markets across North Asia, South Asia and Southeast Asia.

Based on the above and having taken into account the terms of the Business Combination Agreement and the PIPE Investments; the potential terms of the Permitted Equity Financing (if any); the Promoter Earn-out Right; the Target Company Founder Earn-out Right; and other arrangements relating to the De-SPAC Transaction as set out below, the Directors consider that the terms of the De-SPAC Transaction are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

See "Letter from the Board — E. Reasons for, and Benefits of, the De-SPAC Transaction" for more details.

Share Redemption

Prior to the EGM to approve the De-SPAC Transaction, the Company will provide the SPAC Shareholders with the opportunity to elect to redeem all or part of their holdings of SPAC Shares at a per-Share price, payable in cash, equal to the amount then held in the SPAC Offering Escrow Account (including interest and other income earned on the funds held therein which have not been previously authorized for release to pay the Company's expenses and taxes), as calculated as of two Business Days immediately prior to the Closing Date, divided by the number of SPAC Shares then in issue and outstanding. The Share Redemption Price will not be less than the issue price under the SPAC Offering (i.e. HK$10.00 per Share) and the Company will inform the SPAC

Shareholders of such per-Share price by way of an announcement on the website of the Stock Exchange at ***www.hkexnews.hk*** and the Company's website at ***www.hkacquisition.com*** as soon as practicable when the Share Redemption Price is confirmed on two Business Days immediately prior to the Closing Date.

See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — B. Share Redemption" for details regarding election procedures for the Share Redemption.

SPAC Warrant Redemption

It is proposed that the Company will provide SPAC Warrantholders with the opportunity to request the Company to redeem all or part of their holdings of SPAC Warrants for the SPAC Warrant Redemption Price of HK$0.40 for each Redeeming SPAC Warrant.

Certain amendments will need to be made to the Warrant Instrument to provide for the SPAC Warrant Redemption. The Company has applied to the Stock Exchange for, and the Stock Exchange has granted to the Company, approval of the Proposed Warrant Amendments pursuant to Rule 15.06 of the Listing Rules. Further, the Proposed Warrant Amendments will be subject to the approval of the holders of at least 75% of all outstanding Warrants, and given that the Proposed Warrant Amendments will solely affect the terms of the SPAC Warrants, it will also require the approval of the holders of at least 75% of all outstanding SPAC Warrants. The Company will convene the Warrantholder Meeting for the Warrantholders and the SPAC Warrantholder Meeting for the SPAC Warrantholders to consider and, if thought fit, approve the Proposed Warrant Amendments.

The SPAC Warrant Redemption is conditional upon (a) the approval of the Stock Exchange of the Proposed Warrant Amendments; (b) the passing of the resolutions to approve the Proposed Warrant Amendments by the holders of at least 75% of all outstanding Warrants and by the holders of at least 75% of all outstanding SPAC Warrants; and (c) the completion of the De-SPAC Transaction.

See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — C. SPAC Warrant Redemption" for details regarding election procedures for the SPAC Warrant Redemption.

Implications of the De-SPAC Transaction under the Listing Rules and Deemed New Listing Application

The Company is required to comply with the applicable Listing Rules regarding reverse takeovers with respect to the De-SPAC Transaction. Under Rule 14.54 of the Listing Rules, the Successor Company will be treated as if it were a new listing applicant. The Target Group is required to meet the requirements under Rules 8.04 and 8.05 of the Listing Rules and the Successor Group is required to meet all the new listing requirements set out in Chapter 8 of the Listing Rules (except Rule 8.05 of the Listing Rules). The Successor Company must also comply with the procedures and requirements set out in Chapter 9 of the Listing Rules in respect of submission of a new listing application to the Stock Exchange for the listing of, and permission to deal in, the Successor Shares and the Successor SPAC Warrants in accordance with the requirements for new listing applicants as set out in Chapter 9 of the Listing Rules.

The new listing application is subject to approval by the Listing Committee, which may or may not grant its approval. If such approval is not granted, the Business Combination Agreement, the PIPE Investments and the Permitted Equity Financing (if any) will not become unconditional and the De-SPAC Transaction will not proceed.

The Company has applied to the Stock Exchange for the approval of the listing of, and permission to deal in, the Successor Shares (including the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares, the Target Company Founder Earn-out Shares and the Successor Shares to be issued pursuant to the Successor ESOP) and the Successor SPAC Warrants on the Main Board of the Stock Exchange. Upon the Closing, the Successor Shares and the Successor SPAC Warrants will become listed on the Main Board of the Stock Exchange.

Pursuant to Note 1(f) to Rule 18B.29(1) of the Listing Rules, the grant of the Promoter Earn-out Right is subject to approval by ordinary resolution at the EGM convened to approve the De-SPAC Transaction, with such earn-out right included in the resolution approving the De-SPAC Transaction.

The De-SPAC Transaction is conditional upon, and the terms of the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right, will be subject to, approval by the SPAC Shareholders at the EGM and compliance with applicable requirements under the Listing Rules (including the requirement for the Successor Company to have a minimum number of 100 Professional Investors at the time of listing), unless a waiver from strict compliance with any of these requirements is granted by the Stock Exchange.

The De-SPAC Transaction also constitutes a very substantial acquisition for the Company under Rule 14.06(5) of the Listing Rules as one or more of the relevant percentage ratios under Rule 14.07 of the Listing Rules are over 100% for the Company in relation to the De-SPAC Transaction. Furthermore, as (i) Alibaba Singapore, being a controlling shareholder of the Target Company, will upon Closing become a controlling shareholder and thus a controller of the Successor Company; and (ii) Metadrome Ltd, a substantial shareholder of the Target Company, will upon Closing become an associate of a director and thus a controller of the Successor Company, the De-SPAC Transaction also constitutes a connected transaction for the Company pursuant to Rule 14A.28 of the Listing Rules. As one or more of the applicable percentage ratios in respect of the De-SPAC Transaction exceeds 5%, the De-SPAC Transaction constitutes a connected transaction of the Company which is subject to the reporting, announcement, circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

The Company has complied with the additional requirements under Rule 18B.56 of the Listing Rules, on the basis that (i) minimal conflicts of interests exist in relation to the De-SPAC Transaction, (ii) the De-SPAC Transaction is conducted on an arm's length basis, as evidenced by the fact that (a) neither the Company nor its connected persons are controlling shareholders of the Target Company, and (b) there will be no cash consideration to be paid and no Consideration Shares will be issued to any connected person of the Company in connection with the De-SPAC Transaction, and (iii) a valuation on the Target Company has been conducted by Jones Lang LaSalle Corporate Appraisal and Advisory Limited, an independent valuer, and the valuation report has been set out in Appendix IV to this circular.

Application for the Listing on the Stock Exchange

The Company has applied to the Stock Exchange for the approval of the listing of, and permission to deal in, the Successor Shares (including the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares, the Target Company Founder Earn-out Shares and the Successor Shares to be issued pursuant to the Successor ESOP) and the Successor SPAC Warrants on the Main Board of the Stock Exchange on the basis that, among other things, the Successor Company will satisfy the market capitalization/revenue test, with reference to (1) the Target Group's revenue for the year ended December 31, 2023, being S$126.6 million, which is over HK$500 million as required by Rule 8.05(3) of the Listing Rules; and (2) the Successor Company's expected market capitalization at the time of the Listing, which, assuming full redemption of the SPAC Shares and the SPAC Warrants, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing, exceeds HK$4 billion as required by Rule 8.05(3) of the Listing Rules.

De-SPAC Transaction Expenses

De-SPAC Transaction Expenses paid or to be paid

The De-SPAC Transaction expenses paid or to be paid by the Successor Group are estimated to be HK$171.7 million (including commissions and assuming PIPE investment amount of HK$551.2 million). Of the De-SPAC Transaction expenses to be borne by the Successor Group, S$10.2 million is expected to be charged to the Successor Group's consolidated statements of profit or loss, and S$19.8 million is expected to be accounted for as a deduction from equity upon the consummation of the De-SPAC Transaction. None of the De-SPAC Transaction expenses has been charged to the Company's or the Target Company's consolidated statements of profit or loss in 2023.

The table below sets forth a breakdown of the expenses paid or to be paid relating to the De-SPAC Transaction:

	HK$ in million
Sponsors fees	9.4
Fees and expenses of legal advisors and accountants	35.4
Other fees and expenses	22.2
Subtotal	**67.0**
PIPE commission and financial advisors fees	104.7
Total De-SPAC Transaction expenses paid or to be paid	**171.7**

Additional De-SPAC Transaction Expenses

The additional De-SPAC Transaction expenses incurred by the Successor Group is calculated for pro forma financial information purpose. Assuming the De-SPAC Transaction was completed on January 1, 2023, the additional expenses for the year ended December 31, 2023 are estimated to be HK$650.8 million, or S$111.5 million (under Scenario I) and HK$650.8 million, or S$111.5 million (under Scenario II), with details set out in note 6 in "Appendix III — Unaudited Pro Forma Financial Information on the Successor Group — C. Notes to the Unaudited Pro Forma Financial Information on the Successor Group". The following sets forth the details of the two scenarios:

- **Assuming no Share Redemption (Scenario I)**: This presentation assumes that no SPAC Shareholders exercise their rights to redeem any of their SPAC Shares and thus the full amount held in the SPAC Offering Escrow Account at Closing is available to the Successor Company.

- **Assuming maximum Share Redemptions (Scenario II)**: This presentation assumes that 100,050,000 SPAC Shares are redeemed, which represents the maximum amount of redemption. The Scenario II is prepared based on the same assumptions under Scenario I, with additional adjustments to reflect the effect of maximum redemptions.

Such expenses represent (i) the deemed expenses incurred by the Target Company, which is the difference between the fair value of the shares issued by the Target Company in excess of the fair value of the adjusted net assets of the Company, the calculation of which is set out in note 6(b) to the unaudited pro forma financial information of the Successor Group in "Appendix III — Unaudited Pro Forma Financial Information on the Successor Group"; (ii) the warrant liabilities; and (iii) the earn-out liabilities, which are subject to changes based on valuation.

Use of Proceeds

After deducting commissions and expenses payable by the Company and the Target Company in connection with the De-SPAC Transaction, and assuming 100% of SPAC Shareholders exercise redemption rights with respect to their SPAC Shares, the net proceeds which the Successor Company will receive from the De-SPAC Transaction are estimated to be approximately S$65.6 million.

We intend to use the net proceeds from the De-SPAC Transaction for the following purposes:

Percentage of Net Proceeds	Future Plans	Approximately S$ in million
29.7%	To continuously expand our brand partner network and develop new commerce channels. See "Business of the Target Group — Our Strategies — Continue to expand our brand partner network, and develop new commerce channels."	19.5
28.2%	To expand through mergers and acquisitions, joint ventures, and strategic investments and alliance. See "Business of the Target Group — Our Strategies — Growth through mergers and acquisitions and strategic investments."	18.5
19.4%	To repay certain convertible loan notes and a bank loan.	12.7

Percentage of Net Proceeds	Future Plans	Approximately S$ in million
12.8%	To invest in and continue to adopt advanced technology and AI. See "Business of the Target Group — Our Strategies — Invest in and continue to adopt advanced technology and AI."	8.4
10.0%	Working capital and general corporate purposes.	6.6

To the extent that the net proceeds of the De-SPAC Transaction are not immediately used for the purposes described above, and to the extent permitted by the relevant laws and regulations, the Successor Company will only deposit such net proceeds into short-term interest-bearing accounts at licensed commercial banks and/or other authorized financial institutions (as defined under the SFO or applicable laws and regulations in other jurisdictions). In such event, the Successor Company will comply with the appropriate disclosure requirements under the Listing Rules. See "Future Plans and Use of Proceeds" for further details regarding use of proceeds.

EGM, Warrantholder Meeting and SPAC Warrantholder Meeting

The De-SPAC Transaction (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares) are subject to approval of the Shareholders at the EGM by ordinary resolution. Shareholders and their close associates (including the Promoters and their respective close associates) who have a material interest in the De-SPAC Transaction are required to abstain from voting on the relevant resolutions to be proposed at the EGM to approve the De-SPAC Transaction and the transactions contemplated thereunder (including the Promoter Earn-out Right).

At the EGM, the following resolutions will also be subject to the approval by the Shareholders:

- the adoption of the Successor Memorandum and Articles and the Share Re-designation are subject to approval of the Shareholders at the EGM by a Supermajority Resolution;

- the appointment of the Successor Directors is subject to approval of the Promoter Shareholders at the EGM by ordinary resolutions;

- the appointment of the auditor of the Successor Company and the adoption of the Successor ESOP are subject to approval of the Shareholders at the EGM by ordinary resolutions; and

- the change of company name of the Successor Company is subject to approval of the Shareholders at the EGM by a Special Resolution.

Certain amendments will need to be made to the Warrant Instrument to provide for the SPAC Warrant Redemption. The Proposed Warrant Amendments will require the approval of the holders of at least 75% of all outstanding Warrants, and given that the Proposed Warrant Amendments will solely affect the terms of the SPAC Warrants, it will also require the approval of the holders of at least 75% of all outstanding SPAC Warrants. The Company will convene the Warrantholder Meeting for the Warrantholders and the SPAC Warrantholder Meeting for the SPAC Warrantholders to consider and, if thought fit, approve the Proposed Warrant Amendments.

The EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting will be convened on Friday, October 25, 2024.

Consequences if the De-SPAC Transaction is not Approved or Completed

If the De-SPAC Transaction is not approved by the SPAC Shareholders at the EGM or completed for any reason:

- the Company will not redeem any SPAC Shares and SPAC Warrants and all Share Redemption and SPAC Warrant Redemption requests will be canceled; and

- subject to the deadlines under the Listing Rules, the listings of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be maintained; however, the Company may not have sufficient time to identify another de-SPAC target and negotiate a de-SPAC transaction before it is required to wind up as provided for in the Listing Rules.

Therefore, SPAC Shareholders are strongly recommended to vote FOR the resolutions to be proposed at the EGM, EVEN IF you intend to elect to redeem some or all of your SPAC Shares.

This summary provides an overview of the information about the Target Group contained in this circular. As it is a summary, it does not contain all the information that may be important to you. You should read the whole circular before making a decision as to how you would cast your votes at the EGM in relation to the De-SPAC Transaction and the appropriate course of action for yourself.

There are risks associated with the De-SPAC Transaction and in an investment in the securities of the Company. You should read "Risk Factors" carefully before making a decision on the De-SPAC Transaction.

In this section, unless the context otherwise requires, "Synagie," "we," "us" or "our" refers to the Target Company and its subsidiaries, and "our Directors" refers to the directors of the Target Company.

OVERVIEW OF THE TARGET GROUP'S BUSINESS AND OPERATIONS

We are a data-driven digital solutions platform in Southeast Asia. We were among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. We provide integrated digital solutions to our brand partners, where under our direct-to-brands ("**D2B**") business model we provide data-driven digital solutions to brands covering all aspects of e-commerce, and meanwhile under our direct-to-consumers ("**D2C**") business model we sell brands' products to consumers directly. We have built a proprietary data-driven digital platform, the Synagie Platform, utilizing advanced technology that collects, analyzes and deploys large data sets to fulfill the needs of our brand partners and consumers. As of the Latest Practicable Date, we had helped over 600 brand partners unify their consumers' experience across all major digital touchpoints under our D2B business model. We have established relationships with various major consumer touchpoints in Southeast Asia, including online marketplaces, such as Lazada, and social media platforms.

Our business was founded by three entrepreneurial founders in Singapore in late 2014, as a D2C business focusing on the beauty, body and baby sector. As more consumers in Southeast Asia started to shop online, brands and market players in the changing retail industry were seeking new solutions to meet the fast-changing habits of their customers. We started to rethink the evolution of the retail industry and sought to provide innovative data-driven solutions for brands to benefit from digital transformation with minimal disruption, including meaningful insights generated from big data analytics for brands to improve operational efficiency and optimize sales performance.

Our Synagie Platform was thus developed to provide integrated and unified solutions to streamline, enhance and transform traditional commerce practices for brands and a smooth e-commerce experience for consumers in Southeast Asia. We have since accumulated substantial amount of data that helps us better and more deeply understand brand and consumer needs and leading industry trends, which in turn enabled us to successfully expand our business to cover a variety of sectors, including fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Our geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia. We have also been strategically expanding our global footprint outside of Southeast Asia, such as in Hong Kong and Spain.

Through almost ten years' operations in various geographies, our Synagie Platform has evolved into a data-driven platform with a large data lake that empowers comprehensive suite of digital solutions, covering digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management, and big data analytics, to empower a broad and diverse range of brands to increase their sales and grow their business. Our Synagie Platform is able to acquire large volumes of data across various digital touchpoints, store data in a large data-lake that is capable of maintaining and manipulating large data sets, analyze and visualize data in real-time to help brands make data-driven decisions on strategies of marketing, logistics, manufacturing, and supply chain, and deliver comprehensive and holistic insights on consumer interests and behaviors. Our Synagie Platform can also support our brand partners by unifying the operations of our digital supply chain network, comprising of logistics, warehousing and fulfillment partners, managing product merchandizing and catalog, tailoring specific product description to enhance search optimization and customize pricing strategies for different commerce channels, driving digital marketing effectiveness, and processing and fulfilling large order volumes across various commerce channels. We continuously innovate and update our technologies to meet the changing needs of brands, consumers and channels, and to proactively adapt to the emerging trends in the e-commerce industry and the digital solutions industry.

We are a sustainable carbon neutral company and are committed to promoting an eco-friendly mindset across our operations and to reducing our carbon footprint wherever possible. We help our brand partners achieve their ESG goals by providing our sustainability and climate management solutions, including green packaging, carbon tracking, and offsetting solutions. As of the Latest Practicable Date, we were one of the few carbon neutral digital solutions providers in Southeast Asia certified by TÜV Rheinland, a trusted global technical inspection association, based on ISO14064-1, ISO14064-2 and PAS2060 standards.

We have established relationships with many global premium brands, such as Lululemon, Estee Lauder, and Shiseido. We are also backed by leading investors, including Alibaba, a global technology conglomerate specializing in e-commerce, cloud computing, digital media and entertainment, payment and financial services, and innovation initiatives, and Gobi Partners, a leading Asia-focused venture capital firm. We believe that our prominent brand partner base and blue-chip shareholder base are testament to our capabilities and prospects.

We have benefited from the rapidly evolving market opportunities in the e-commerce industry and the digital solutions industry in Southeast Asia, and have been able to capture the huge market opportunities with our deep understanding of the needs of various types of brands as well as consumer trends. Our revenue increased from S$85.9 million in 2021 to S$112.6 million in 2022 and further to S$126.6 million in 2023, representing a CAGR of 21.4%. Our revenue continued to increase by 15.7% from S$31.5 million in the four months ended April 30, 2023 to S$36.5 million in the four months ended April 30, 2024. Our gross profit increased from S$23.7 million in 2021 to S$30.6 million in 2022, and further to S$31.7 million in 2023. Our gross profit continued to increase by 20.7% from S$7.9 million in the four months ended April 30, 2023 to S$9.5 million in the four months ended April 30, 2024. Our gross profit margin decreased from 27.6% in 2021 to 27.2% in 2022, and further to 25.1% in 2023, while increased from 25.0% in the four months ended April 30, 2023 to 26.1% in the four months ended April 30, 2024.

BUSINESS AND REVENUE MODEL OF THE TARGET GROUP

Our Business Model

We believe that brands value us for our integrated digital solutions capabilities, ability to offer reliable solutions, vertical expertise, market insights, innovative technologies and solutions, and quick adaptation to the evolving e-commerce market. Depending on different brands' specific and diversified needs, we provide our solutions to brands under one or a combination of our two business models: D2B business model and D2C business model.

	D2B	D2C
Description	Under our D2B business model, we leverage our Synagie Platform to offer digital solutions to our brand clients to help them manage the full spectrum of their e-commerce business. Our one-stop digital solutions cover primarily digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management, and big data analytics. See "Business of the Target Group — Our Digital Solutions."	Under our D2C business model, we sell our brand suppliers' products directly to consumers across various commerce channels, including online marketplaces such as Lazada, social media channels, and live streaming and live selling platforms.
Customers.	Brands	End consumers
Revenue model . .	Depending on the types of solutions we provide, we charge a fixed service fee and/or a commission-based service fee, calculated based on a percentage of the sales revenue generated by the brand clients empowered by the solutions offered through our Synagie Platform.	Revenue generated from sales of our brand suppliers' products. Our revenue under D2C business model is recognized on a gross basis since under our D2C business model we (i) are a principal and the primary obligor of the sales transactions; (ii) have control of the products obtained from our brand partners prior to the transfer of control of such products to a consumer; and (iii) have discretion in determining the prices of the products we sell.

D2B	D2C
Fee-Per-Sale ("FPS") model We charge our brand clients with an as-agreed percentage of our brand clients' sales revenue, which can range from 12% to 18%, for our one-stop digital solutions. Our Fee-Per-Sale is paid by our brand clients only when our solutions successfully generate sales for brand clients, aligning our economic interest with that of our brand clients.	**On-demand inventory model** We mainly operate an on-demand inventory model. We can purchase from brand suppliers any time when needed, allowing us to purchase minimal inventories upfront and keep inventory levels at necessary levels. See "Business of the Target Group — Our Digital Solutions — Digital Supply Chain Solutions."
Fixed service fee model We charge our brand clients with fixed service fees, typically ranging from several thousands to hundreds of thousands of SGD, for our digital solutions on a project basis depending on brands' specific needs.	

The table below sets forth the breakdown of our D2B revenue by revenue model for the periods indicated:

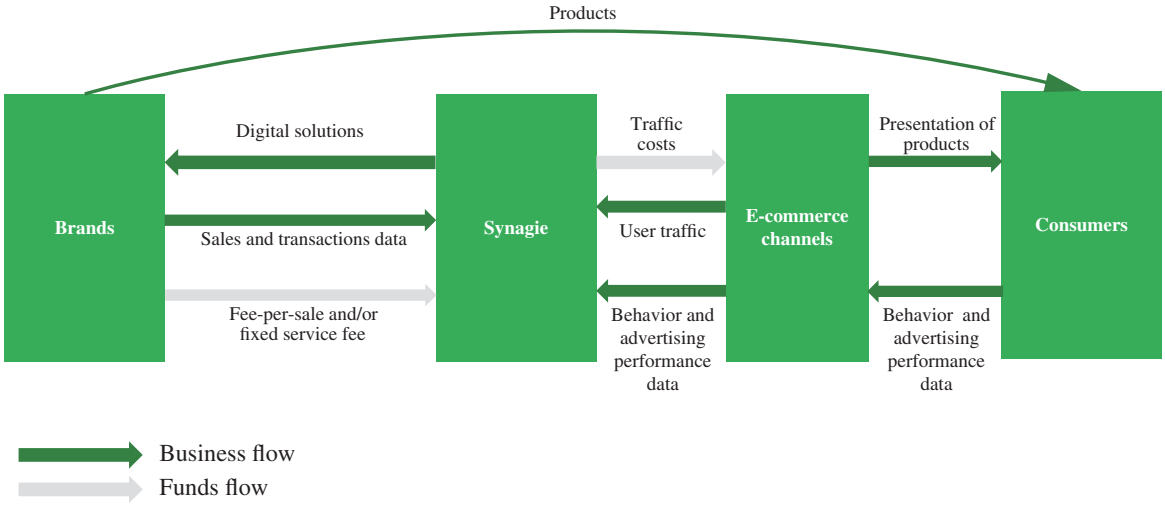
	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Fixed service fee	5,782	37.8	9,411	46.8	10,294	38.6	2,883	42.9	2,866	35.6
Fee-Per-Sale	9,505	62.2	10,680	53.2	16,349	61.4	3,841	57.1	5,193	64.4
Total	**15,287**	**100.0**	**20,091**	**100.0**	**26,643**	**100.0**	**6,724**	**100.0**	**8,059**	**100.0**

D2B Business Model

Under our D2B business model, we provide comprehensive digital solutions to help our brand clients manage all aspects of the e-commerce process and create a unified experience for consumers throughout the entire consumer journey, including commerce management, customer relations and engagement, digital supply chain, demand planning, carbon management, big data analytics and business insights. Our solutions address key pain points in e-commerce, such as integrating and managing orders across various digital touchpoints which enables our brand clients to manage product catalogs, optimize inventory, process orders, and acquire more engagement with consumers. We generate revenue directly from our brand clients under this model through a unique and efficient pricing model, comprising (i) a "Fee-Per-Sale" model for our one-stop digital

solutions, calculated based on an as-agreed percentage of our brand clients' sales revenue empowered by our digital solutions and/or (ii) a fixed service fee model for our digital solutions on a project basis depending on brands' specific needs.

The diagram below illustrates our D2B business model:



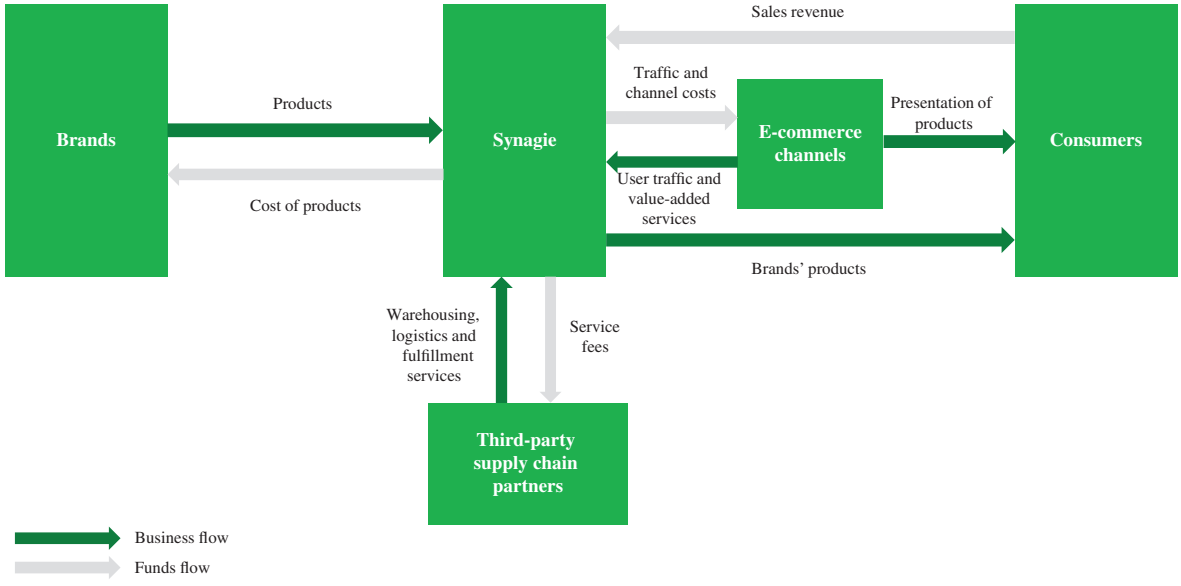
D2C Business Model

Under our D2C business model, we purchase products from brands and sell them directly to consumers through online stores owned by us and operated under the name of our brand partners across various digital touchpoints. Therefore, consumers are deemed as our direct customers and brands are deemed as our suppliers under our D2C business model. Our brand partners rely on us to sell their products as we have the local licenses or permits required for local e-commerce business operations, which our brand partners might not have in certain regions. We have title to the products we sell, assume all the related risks until the confirmation of receipt of products by consumers, have the right to set prices either solely or jointly with brands, and carefully select reliable brands for our D2C business model, taking into consideration their competitiveness, industry reputation, their products' popularity, financial position, track record, and long-term potential. We generate revenue from the sales of our brand suppliers' products and pay our brand suppliers for purchasing their products under this model. Our revenue under D2C business model is recognized on a gross basis since under our D2C business model we (i) are a principal and the primary obligor of the sales transactions; (ii) have control of the products obtained from our brand partners prior to the transfer of control of such products to a consumer; and (iii) have discretion in determining the prices of the products we sell.

We have strategically adopted an asset-light inventory approach under our D2C business model since 2022, mainly operating an on-demand inventory model. Under this model, we can purchase from brand suppliers any time when needed, allowing us to purchase minimal inventories upfront and keep inventory levels at necessary levels.

Our D2C business model also leverages our scalable asset-light digital supply chain network, where we do not own any warehouses or delivery vehicles but instead engage with third-party supply chain partners and manage the entire fulfillment process covering warehouse, logistics and handling via our Synagie Platform. This enables us to leverage the infrastructure of our third-party supply chain partners to quickly procure additional warehouse space when required and increase our order fulfillment capacity during new product launches or peak periods.

The diagram below illustrates our D2C business model:



Key Operating Metrics

The table below sets forth key operating metrics under each of our business models for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
Revenue-to-staff (S$'000)	238.7	277.5	330.5	76.3	96.4
D2B					
Number of active brand stores served[(1)]	299	324	350	335	357
Net change in the number of brand stores served	34	25	26	11	7
Number of brand clients served	154	170	82	64	84
Key brand client retention rate (%)[(2)]	100.0	91.7	90.9	90.9	100.0
Revenue coverage of key brand clients (%)	76.9	73.5	84.2	86.9	86.7
Average D2B revenue per active brand store served (S$'000)	51.1	62.0	76.1	20.1	22.6
Range of FPS	12%-18%	12%-18%	12%-18%	12%-18%	12%-18%
Range of fixed service fee (S$)	1,000-50,000	1,000-110,000	1,000-100,000	1,000-90,000	1,000-120,000
D2C					
Number of online visitors (million)	41.3	52.5	58.7	17.2	16.7
Number of consumers (million)	0.8	0.8	1.1	0.3	0.4
Average consumer conversion cost (S$)[(3)]	6.0	9.5	7.5	7.3	5.9
Consumer conversion cost as a percentage of revenue (%)	6.7	8.4	8.1	9.2	7.9
Consumer conversion rate (%)	1.9	1.6	1.8	1.8	2.2
Average D2C revenue per consumer (S$).	89.6	113.3	92.5	80.1	75.6

Notes:

(1) Active brand stores are brand stores that either have more than 100 orders annually or a pro-rated order volume exceeding 100 annually for periods less than a year.

(2) Key brand clients are the brand clients that have annual revenue contribution of more than S$150,000, which was approximately the average annual D2B revenue contributed by our brand clients during the Track Record Period. The key brand client retention rate is calculated by dividing the number of our existing key brand clients in the immediately preceding period which remain as our key brand clients in the current period by the number of our existing key brand clients in the immediately preceding period and multiplied by 100%.

(3) Average consumer conversion cost is the costs primarily incurred for digital marketing and content production to attract and convert online visitors to consumers across e-commerce channels, which is calculated by dividing total consumer conversion cost by the number of consumers in each period.

Our revenue-to-staff had a general increasing trend during the Track Record Period, reflecting our strong revenue-making capability.

The number of active brand stores we served had a general increasing trend during the Track Record Period, reflecting our efforts to continuously grow our business under our D2B business model, in line with the increasing growth of our revenue under D2B business model during the Track Record Period. In addition, during the Track Record Period, we continued to onboard new brand stores, reflecting our continuous efforts to further grow our D2B business.

The number of active brand clients served increased from 2021 to 2022 but decreased significantly in 2023, primarily due to the completion of the Multi-Channel E-Commerce Platform Program ("**MEP**") in October 2022, which was initiated by the Singapore government. As one of the MEP solutions partners, we onboarded more than 100 small- and medium-sized enterprises ("**SMEs**") to enable them to list and sell their products on multiple e-commerce platforms, and our solutions fees were subsidized by the Singapore government. After the completion of the MEP in October 2022, solutions for these SME brands were discontinued as the government subsidies ceased. Nevertheless, the decrease in the number of brand clients served did not have any adverse impact on our revenue during the Track Record Period as most of our revenue was contributed by our key brand clients.

Our key brand client retention rate remained at a high level of above 90.0% during the Track Record Period, reflecting our strong relationships with our brand clients and their stickiness with us.

Our average D2B revenue per active brand store served increased significantly during the Track Record Period, primarily because our digital solutions enabled our brand partners to increase their sales, resulting in more service fees paid to us.

The number of online visitors had a general increasing trend from 2021 to 2023, in line with the growth of our D2C business. The number of online visitors remained relatively stable at 16.7 million in the four months ended April 30, 2024, as compared to 17.2 million in the four months ended April 30, 2023.

Our average consumer conversion cost (in absolute amount and as a percentage of revenue) increased from 2021 to 2022, primarily due to the removal of lockdown and other restrictions in 2022 post COVID-19 when consumers started to resume offline shopping and reduced online shopping, leading us to enhance our marketing efforts to engage with consumers. Our average

consumer conversion cost (in absolute amount and as a percentage of revenue) decreased from 2022 to 2023 and from the four months ended April 30, 2023 to the four months ended April 30, 2024, primarily due to the stabilization of consumers' online/offline shopping habits post COVID-19 and the effectiveness of our enhanced marketing efforts in 2022.

Our consumer conversion rate had a general increasing trend during the Track Record Period, except in 2022. The decrease in consumer conversion rate in 2022 is primarily due to the decreased consumer conversion rate in Singapore, as a result of the removal of lockdown and other restrictions in 2022 post COVID-19 when consumers started to resume offline shopping and reduced online shopping.

Our average D2C revenue per consumer increased from S$89.6 in 2021 to S$113.3 in 2022, primarily due to an increase in the volume of premium brand products we sold in 2022. Our average D2C revenue per consumer decreased from S$113.3 in 2022 to S$92.5 in 2023, and from S$80.1 in the four months ended April 30, 2023 to S$75.6 in the four months ended April 30, 2024, primarily due to lower product sales in Singapore which led to a decrease in the number of orders per consumer. The product sales decreased in Singapore primarily because many brands required an outright purchase model in Singapore where we would need to purchase more inventories upfront, while we strategically changed to the on-demand inventory model under our D2C business since 2022.

STRENGTHS OF THE TARGET GROUP

We believe that the following competitive strengths differentiate us from our competitors and enable us to fulfill our mission and achieve long-term success:

- First mover in the digital solutions industry in Southeast Asia
- Scalable, asset-light business model
- Capable of benefiting from consumer premiumization in Southeast Asia
- Significant value to and partner of choice for our brand partners
- Strong technology capabilities facilitating a unified and smooth consumer experience across all touchpoints
- Experienced management team backed by blue-chip investors

MARKET OPPORTUNITIES OF THE TARGET GROUP

We operate in the e-commerce market and the digital solutions market in Southeast Asia. The e-commerce market in Southeast Asia is expected to continue robust growth driven by strong economic growth, a large proportion of young population, the increasing number of mass-affluent individuals, and high internet penetration of this region, which has laid a solid foundation for and will boost the growth of the digital solutions market in this region. The size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023, and is expected to further increase at a CAGR of 15.4% from US$160.9 billion in 2024 to US$285.0 billion in 2028.

The digital solutions market in Southeast Asia has experienced rapid growth in recent years and is expected to continue growing. Furthermore, as the number of brands entering the Southeast Asia market and the number of products offered by each brand continue to increase, the cost for brands to establish an in-house digital solutions operations department is escalating. Brands can effectively reduce costs while increasing overall sales by outsourcing their digital solutions operations instead. Moreover, since consumer preferences vary across different regions in Southeast Asia, digital solution providers with diverse data from different touchpoints and local expertise are in a better position to accurately analyze market trends and provide effective solutions for brands. The size of the digital solutions market in Southeast Asia increased at a CAGR of 50.6% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 21.4% from US$0.8 billion in 2024 to US$1.7 billion in 2028.

In addition, Southeast Asia has attracted and is expected to continue to attract significant investments and businesses from the globe. For example, China's exports to Southeast Asia increased at a CAGR of 10.4% from US$319.1 billion in 2018 to US$524.3 billion in 2023; and the United States' export to Southeast Asia increased at a CAGR of 4.6% from US$85.8 billion in 2018 to US$107.2 billion in 2023. In particular, half of the top ten of China's cross-border e-commerce partners in terms of export volume were Southeast Asian countries in 2022. Southeast Asia has become an important growth area for China and the United States' cross-border e-commerce exports. In the future, an increasing number of international brands are expected to enter the e-commerce market in Southeast Asia. As a result, digital solutions providers in Southeast Asia expect to benefit from the opportunities arising from the growth in e-commerce and the value-added solutions in this region.

GROWTH STRATEGIES OF THE TARGET GROUP

We intend to achieve our mission and further solidify our leadership position by focusing on the following strategies:

- Continue to expand our brand partner network, and develop new commerce channels
- Execute on-demand inventory model at full scale
- Invest in and continue to adopt advanced technology and AI
- Enhance and expand our smart digital supply chain network
- Growth through mergers and acquisitions and strategic investments

CUSTOMERS AND SUPPLIERS OF THE TARGET GROUP

Our brand partners are deemed as our suppliers under our D2C business model and our customers under our D2B business model. See "Business of the Target Group — Overview — Our Business Models." Our customer base comprises mainly: (i) our brand clients to whom we provide digital solutions under our D2B business model, and (ii) consumers who purchase brands' products from us under our D2C business model. The revenue generated from our five largest customers in each of 2021, 2022, 2023 and the four months ended April 30, 2024 was S$7.6 million, S$10.7 million, S$14.7 million and S$4.8 million, respectively, representing approximately 8.8%, 9.4%, 11.7% and 13.1% of our revenue in each of the same periods, respectively. The revenue generated from our largest customer in each of 2021, 2022, 2023 and the four months ended April 30, 2024 was S$2.1 million, S$3.3 million, S$6.0 million and S$2.0 million, respectively, representing approximately 2.4%, 2.9%, 4.8% and 5.6% of our total revenue in each of the same periods, respectively.

Our suppliers comprise primarily e-commerce channels, our brand suppliers under our D2C business model, and our supply chain partners. Purchases from our five largest suppliers in each of 2021, 2022, 2023 and the four months ended April 30, 2024 amounted to S$38.2 million, S$58.5 million, S$70.6 million and S$20.8 million, respectively, representing approximately 46.8%, 55.9%, 58.8% and 59.3% of our total purchases in each of the same periods, respectively. Purchases from our largest supplier in each of 2021, 2022, 2023, and the four months ended April 30, 2024 was S$20.0 million, S$37.7 million, S$51.9 million and S$15.5 million, respectively, representing approximately 24.5%, 35.9%, 43.2% and 44.1% of our total purchases in each of the same periods, respectively.

PRICING OF THE TARGET GROUP

We have different pricing models for our D2B and D2C business models.

For our D2B business model, we typically charge fixed service fees based on different combination of our solutions that our brand clients use and/or fee-per-sale where we are paid with an as-agreed percentage of our brand clients' sales revenue empowered by our digital solutions only when our solutions successfully generate sales for our brand clients.

For our D2C business model, we set the retail price of brands' products either solely or jointly with our brand suppliers, taking into account a variety of factors, including costs of the products, our intended margin, among others. We record revenue directly from the sales of brands' products, and then pay the purchase amounts of such products to our brand suppliers.

See "Business of the Target Group — Pricing" and "Financial Information of the Target Group — Critical Accounting Policies and Estimates — Revenue Recognition" for more details regarding pricing.

RESEARCH AND DEVELOPMENT OF THE TARGET GROUP

Rapid innovation is a core driver of our business success. We focus on the development of our technology infrastructure and proprietary Synagie Platform to expand our technological footprint and enhance the digitalization of brand partners' retail business, thereby reinforcing our market position in the digital solutions market in Southeast Asia. Our R&D strategy takes into account the challenges and pain points that our brand clients might face in their e-commerce operations and we seek to provide solutions that will help solve these pain points. In particular, our internal R&D team is responsible for designing the architecture, key features and functionality of our Synagie Platform taking into consideration factors such as user experience, commercial viability and the lifespan of new modules and version upgrades that we might implement. We outsource the execution of our design, including development, coding, maintenance, debugging, deployment and enhancement of our Synagie Platform, to third-party application providers.

We believe that data is at the core of our business and can help drive smart decisions for us and our brand clients. By leveraging our access to a wide range of data in our e-commerce business, we can address issues that our brand clients face, such as demand forecasting, inventory management and product pricing. We have established an internal data team that is responsible for managing our data mining, analysis and visualization to ensure that the data is presented to users of our Synagie Platform in an easy-to-understand and ready-to-use format.

We own our Synagie Platform and possess perpetual licenses for modules owned by certain third party application providers. We also work with third party application providers and either use or collaborate with them to develop specific technology that will enhance the capabilities of our Synagie Platform. We outsource some of our R&D efforts to third-party service providers, and we are the sole owner of the relevant intellectual property rights to the technology and products developed under the relevant service agreements and data generated by such technology and products. In particular, data generated by such technology and products is stored on cloud servers provided by our third-party cloud service providers. We have adopted comprehensive data privacy and cybersecurity measures to safeguard our data, such as implementing technical measures for data security, establishing a multi-layer data security infrastructure, deploying a virus checking system using a multi-layered approach on desktops, servers and gateways, and requiring our third-party cloud service providers to implement appropriate privacy and security measures. See "Business of the Target Group — Data Privacy and Cybersecurity" for more details.

COMPETITIVE LANDSCAPE OF THE TARGET GROUP

We operate in the e-commerce market and the digital solutions market in Southeast Asia. The composition of the e-commerce market is highly complex, with three sub-markets based on different types of sellers: (i) brand direct sales, where brands sell products to consumers; (ii) distribution sales, where distributors purchase products from brands and then resell products to consumers; and (iii) sales by digital solutions providers, where digital solutions providers purchase products from brands only after consumers' orders are confirmed, and then resell such products to consumers, like our D2C business model. Each sub-market is further differentiated by product type, with numerous brands under each product type. Thus, the e-commerce market in Southeast Asia is highly fragmented with a large number of market players.

The global markets for digital solutions are rapidly evolving and are subject to competition as a result of changing technological innovation and shifting customer needs. We face potential competition from many different sources both locally and globally, while the solutions offered by our competitors vary in size, breadth, and scope. The digital solutions market in Southeast Asia is relatively concentrated, with the top ten market players accounting for a combined market share of approximately 61.4% in 2023. We were among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023.

We believe that our proprietary data-driven digital solutions platform provide us with significant competitive advantages over existing and new entrants in both the e-commerce market and the digital solutions market in Southeast Asia. In addition, we believe we compete favorably in Southeast Asia as we have established relationships with various major e-commerce channels in Southeast Asia, including online marketplaces, such as Lazada, and social media platforms, among others. While we believe that we can compete favorably on the basis of these factors, many emerging and established companies have also built upon their expertise, technologies and competencies in the business areas we operate. See "Business of the Target Group — Competition."

PRE-LISTING INVESTMENT

On August 5, 2020, the Target Company entered into the Subscription Agreement with Alibaba Singapore, Meranti, Metadrome, Venture Lab and Ms. Zanetta Lee, pursuant to which Alibaba Singapore and Meranti agreed to subscribe for 518,219,784 preferred shares of the Target Company at an aggregate consideration of S$51,821,978.40. See "History and Corporate Structure of the Target Group" for more details of the identity and background of the Pre-Listing Investors and the principal terms of the Pre-Listing Investments.

TARGET COMPANY EXISTING ESOP AND SUCCESSOR ESOP

The Target Company adopted the Target Company Existing ESOP on May 20, 2022, which was amended and restated on June 28, 2024 and September 20, 2024. As of the Latest Practicable Date, the Target Company had granted options to subscribe for 38,819,904 shares of the Target Company and granted bonus share awards of 53,926,868 shares of the Target Company under the Target Company Existing ESOP. Subject to the requisite approval of the shareholders of the Target Company having been obtained, immediately prior to the Effective Time, (A) all outstanding options issued under the Target Company Existing ESOP will automatically be exercised on a cashless exercise basis (i.e. net of the exercise price payable), resulting in 33,850,000 ordinary shares in the Target Company being allotted and issued to the holders of such options in accordance with the Target Company Existing ESOP, and (B) all 53,926,868 bonus ordinary shares in the Target Company awarded to the Target Company Founders will be automatically allotted and issued in accordance with the Target Company Existing ESOP. The aggregate of such 87,776,868 ordinary shares in the Target Company which will be allotted and issued in accordance with the Target Company Existing ESOP will represent 10.52% of the total issued share capital of the Target Company upon completion of the allotment and issuance. Such shares will, at the Effective Time, be converted into the right to receive an aggregate of 36,811,715 Consideration Shares.

The terms of the Target Company Existing ESOP are not subject to the provisions of Chapter 17 of the Listing Rules. The Target Company Existing ESOP will cease to be effective upon completion of the De-SPAC Transaction, and no new awards or options can be granted thereunder.

The Company proposes to, subject to obtaining approval from the Shareholders at the EGM by way of an ordinary resolution, adopt the Successor ESOP to be effective upon Closing. The terms of the Successor ESOP will comply with the requirements of Chapter 17 of the Listing Rules. A summary of its principal terms is set out in Appendix VIII to this circular.

SUMMARY OF THE TARGET GROUP'S HISTORICAL FINANCIAL INFORMATION

The following tables set forth summary financial data from our consolidated financial information for the Track Record Period, extracted from the Accountant's Report set out in Appendix I. You should read this summary in conjunction with our consolidated financial information included in the Accountant's Report in Appendix I, including the accompanying notes, and the information set forth in "Financial Information of the Target Group."

Summary of Consolidated Statements of Profit or Loss

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Revenue	85,933	112,647	126,595	31,505	36,454
Cost of sales	(62,257)	(82,008)	(94,851)	(23,629)	(26,945)
Gross profit	**23,676**	**30,639**	**31,744**	**7,876**	**9,509**
Other income	698	527	379	160	44
Other gain and loss	(256)	(893)	(1,788)	(396)	1,356
Selling and distribution expenses	(15,125)	(19,257)	(20,668)	(5,400)	(6,752)
General and administrative expenses	(20,745)	(24,208)	(26,009)	(8,221)	(7,846)
Finance costs	(62)	(568)	(1,658)	(506)	(456)
Loss before income tax	**(11,814)**	**(13,760)**	**(18,000)**	**(6,487)**	**(4,145)**
Income tax credit	802	633	690	224	228
Loss for the year/period	**(11,012)**	**(13,127)**	**(17,310)**	**(6,263)**	**(3,917)**
Other comprehensive (expense) income					
Items that may be reclassified subsequently to profit or loss:					
Exchange differences on translation of foreign operations	(81)	137	24	338	227
Total comprehensive expense for the year/period	**(11,093)**	**(12,990)**	**(17,286)**	**(5,925)**	**(3,690)**
(Loss) profit for the year/period attributable to:					
Owners of the Target Company	(11,016)	(13,118)	(17,310)	(6,263)	(3,917)
Non-controlling interests	4	(9)	—	—	—
	(11,012)	**(13,127)**	**(17,310)**	**(6,263)**	**(3,917)**
Total comprehensive (expense) income for the year/period attributable to:					
Owners of the Target Company	(11,097)	(12,981)	(17,286)	(5,925)	(3,690)
Non-controlling interests	4	(9)	—	—	—
	(11,093)	**(12,990)**	**(17,286)**	**(5,925)**	**(3,690)**
Loss per share					
— Basic and diluted *(Singapore cents)*	(1.48)	(1.76)	(2.32)	(0.84)	(0.52)

Non-IFRS Measure

To supplement our consolidated financial statements presented in accordance with IFRSs, we use adjusted EBITDA (a non-IFRS measure) as additional financial measure, which is not required by, or presented in accordance with IFRSs. We believe that adjusted EBITDA (a non-IFRS measure) provides useful information to investors in understanding and evaluating our consolidated results of operations in the same manner as they help our management. However, presentation of adjusted EBITDA (a non-IFRS measure) may not be comparable to similarly titled measures presented by other companies. The use of adjusted EBITDA (a non-IFRS measure) has limitations as an analytical tool, and investors should not consider it in isolation from, or as substitute for analysis of, our results of operations or financial conditions as reported under IFRSs.

We define adjusted EBITDA (a non-IFRS measure) as loss for the period by adding back certain items, including (i) depreciation and amortization expenses, (ii) income tax credit, (iii) share-based payment expenses, (iv) net finance costs, and (v) fair value loss/gain on convertible loan notes. The table below reconciles our adjusted EBITDA (a non-IFRS measure) presented to loss for the periods.

	Year ended December 31,			Four months ended April 30,	
	2021	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Reconciliation of loss for the year/period and adjusted EBITDA (a non-IFRS measure)					
Loss for the year/period	**(11,012)**	**(13,127)**	**(17,310)**	**(6,263)**	**(3,917)**
Add:					
Depreciation and amortization expenses	4,889	4,957	5,511	1,537	1,537
Income tax credit	(802)	(633)	(690)	(224)	(228)
Net finance costs	58	563	1,651	504	450
EBITDA	**(6,867)**	**(8,240)**	**(10,838)**	**(4,446)**	**(2,158)**
Share-based payment expenses	174	284	726	243	—
Fair value loss (gain) on convertible loan notes	—	514	940	313	(1,667)
Adjusted EBITDA (a non-IFRS measure)	**(6,693)**	**(7,442)**	**(9,172)**	**(3,890)**	**(3,825)**

Except for depreciation and amortization expenses, income tax credit, and net finance costs, which are part of EBITDA, we made adjustments of certain items to loss for the periods presented because our management considers that:

(i) share-based payment expenses represent primarily non-cash employee benefit expenses incurred in connection with our Target Company Existing ESOP. Such expenses in any specific period are not expected to result in future cash payments; and

(ii) fair value loss/gain on convertible loan notes mainly represent changes in the fair value of the convertible loan notes issued by us and relate to changes in our valuation. We do not expect to record any further fair value loss on convertible loan notes after the Listing as we will repay outstanding convertible loan notes after the Listing.

Revenue

The table below sets forth a breakdown of our revenue by business segment for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
D2B	15,287	17.8	20,091	17.8	26,643	21.0	6,724	21.3	8,059	22.1
D2C	70,646	82.2	92,556	82.2	99,952	79.0	24,781	78.7	28,395	77.9
Total	**85,933**	**100.0**	**112,647**	**100.0**	**126,595**	**100.0**	**31,505**	**100.0**	**36,454**	**100.0**

We generate revenue through the following two reportable segments: (i) D2B; and (ii) D2C. During the Track Record Period, our revenue under both D2B and D2C business models increased, as we continuously strived to grow our business, in particular in emerging markets in Southeast Asia. Our revenue generated under D2B business model contributed to an increasing portion of our total revenue during the Track Record Period, as we strategically focused on expanding our D2B business segment, which has a higher margin than that of our D2C business segment.

The table below sets forth a breakdown of our D2C revenue generated through e-commerce channels for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Lazada[(1)]	49,069	69.5	74,450	80.4	83,215	83.3	20,411	82.4	23,574	83.0
Shopee	15,125	21.4	13,063	14.1	11,148	11.2	2,972	12.0	3,439	12.1
Others	6,452	9.1	5,043	5.5	5,589	5.5	1,398	5.6	1,382	4.9
Total	**70,646**	**100.0**	**92,556**	**100.0**	**99,952**	**100.0**	**24,781**	**100.0**	**28,395**	**100.0**

Note:

(1) Lazada is a subsidiary of Alibaba, our controlling shareholder.

During the Track Record Period, our revenue generated through Lazada accounted for the largest portion of our revenue under D2C business model, which was 69.5%, 80.4%, 83.3%, 82.4% and 83.0% in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively. See "Business of the Target Group — Customers and Suppliers — Suppliers — Our Relationship with Lazada" for details regarding our relationship with Lazada. See "Risk Factors — Risks Relating to The Target Group's Business — We rely on the success of certain e-commerce channels. Material disruptions to such e-commerce channels could adversely affect demand for, and our ability to provide, our solutions and services."

The table below sets forth a breakdown of our D2C revenue by product categories for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Fashion and apparel	21,593	30.6	47,562	51.4	63,141	63.2	15,517	62.6	19,191	67.6
Beauty and wellness	41,695	59.0	37,892	40.9	28,582	28.6	7,635	30.8	7,243	25.5
Lifestyle and living	7,358	10.4	7,102	7.7	8,229	8.2	1,629	6.6	1,961	6.9
Total	**70,646**	**100.0**	**92,556**	**100.0**	**99,952**	**100.0**	**24,781**	**100.0**	**28,395**	**100.0**

The table below sets forth a breakdown of our revenue based on the location of our operations for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Regions										
Singapore	41,399	48.2	38,992	34.6	20,970	16.6	7,049	22.4	4,099	11.2
The Philippines	24,829	28.9	47,345	42.0	70,562	55.7	15,708	49.9	23,672	64.9
Indonesia	8,924	10.4	14,001	12.4	15,068	11.9	4,242	13.5	2,591	7.1
Vietnam	4,896	5.7	5,694	5.1	11,310	8.9	2,275	7.2	3,825	10.5
Malaysia	4,701	5.5	4,759	4.2	4,461	3.5	1,383	4.4	1,265	3.5
Others[(1)]	1,184	1.3	1,856	1.7	4,224	3.4	848	2.6	1,002	2.8
Total	**85,933**	**100.0**	**112,647**	**100.0**	**126,595**	**100.0**	**31,505**	**100.0**	**36,454**	**100.0**

Note:

(1) Others primarily included Thailand, Hong Kong and Spain.

We primarily operate in Singapore, the Philippines, Indonesia, Vietnam and Malaysia. Our revenue generated from each of the Philippines, Indonesia, Vietnam, Malaysia, and other regions increased during the Track Record Period, reflecting our efforts to continuously grow our business in these regions. In particular, our increased revenue from the Philippines during the Track Record Period was primarily due to the increase in our revenue generated under our D2C business model, reflecting strong consumer demand in the Philippines, in line with the rapidly growing e-commerce market in the Philippines. Our revenue generated from Singapore decreased during the Track Record Period, primarily because many brands required an outright purchase model in Singapore where we would need to purchase more inventories upfront, while we strategically changed to the asset-light on-demand inventory model under our D2C business since 2022 and such brands were not prepared to change from the outright purchase model to the on-demand inventory model, leading to our decreased sales in Singapore. The brands that we cooperated with in Singapore and other regions where we operate in were not entirely the same, and we generally adopt the same model with the same brand even in different geographical locations. Therefore, such a switch did not have a material impact on our revenue generated from regions other than Singapore. This change was in line with our strategy to switch to on-demand inventory model, where we can reduce our upfront capital investments, lower our inventory risks, improve our operating cash position, and achieve better cash conversion cycle, thereby enabling us to operate a more scalable business, as compared to the outright purchase model where a large amount of upfront capital investments is required.

Cost of Sales

Our cost of sales consisted primarily of the value of goods and services incurred to generate our revenue. The table below sets forth a breakdown of our cost of sales by business segment and nature for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
D2B										
Platform operation costs[(1)]	2,633	4.2	6,594	8.0	7,319	7.7	1,980	8.4	2,016	7.5
Talent, traffic and content costs[(2)]	2,223	3.6	1,131	1.4	1,328	1.4	210	0.9	476	1.7
Sub-total	**4,856**	**7.8**	**7,725**	**9.4**	**8,647**	**9.1**	**2,190**	**9.3**	**2,492**	**9.2**
D2C										
Product costs[(3)]	53,523	86.0	69,374	84.6	80,976	85.4	20,071	84.9	22,921	85.1
Channel costs[(4)]	3,878	6.2	4,909	6.0	5,228	5.5	1,368	5.8	1,532	5.7
Sub-total	**57,401**	**92.2**	**74,283**	**90.6**	**86,204**	**90.9**	**21,439**	**90.7**	**24,453**	**90.8**
Total	**62,257**	**100.0**	**82,008**	**100.0**	**94,851**	**100.0**	**23,629**	**100.0**	**26,945**	**100.0**

Notes:

(1) Represent costs in relation to the operations of our Synagie Platform and other infrastructure system.

(2) Represent (i) manpower and traffic costs in relation to providing digital solutions; and (ii) content production costs in relation to digital marketing and content solutions.

(3) Represent costs of products paid to our brand suppliers.

(4) Represent traffic costs, channel costs and other affiliated costs paid to e-commerce channels.

Our cost of sales under D2B business model increased during the Track Record Period, in line with the increased number of active brand stores we served and more generally our expanded D2B business.

Our cost of sales under D2C business model increased during the Track Record Period, in line with the increased volume of consumers and transactions and more generally the expansion of our D2C business.

Gross Profit and Gross Profit Margin

Our gross profit represents our revenue less our cost of sales. Our gross profit margin represents our gross profit divided by our revenue, expressed as a percentage. The table below sets forth a breakdown of our gross profit and gross profit margin by business segment for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	Gross Profit S$'000	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*
							(unaudited)			
D2B	10,431	68.2	12,366	61.5	17,996	67.5	4,534	67.4	5,567	69.1
D2C	13,245	18.7	18,273	19.7	13,748	13.8	3,342	13.5	3,942	13.9
Total	**23,676**	**27.6**	**30,639**	**27.2**	**31,744**	**25.1**	**7,876**	**25.0**	**9,509**	**26.1**

Our gross profit increased during the Track Record Period, in line with the continuous increase in our revenue and reflecting our continuous efforts to grow our business. Our gross profit margin decreased from 27.6% in 2021 to 27.2% in 2022, primarily due to the decrease in our gross profit margin under D2B business model. Our gross profit margin further decreased from 27.2% in 2022 to 25.1% in 2023, primarily due to the decrease in our gross profit margin under D2C business model, which contributed more than 75% of our total revenue during the Track Record Period. Our gross profit margin increased from 25.0% in the four months ended April 30, 2023 to 26.1% in the four months ended April 30, 2024, primarily due to our strategy to further expand our D2B business, which has a high gross profit margin.

Our gross profit under D2B business model increased during the Track Record Period, in line with our strategy to further grow our D2B business. Our gross profit margin under D2B business model decreased from 68.2% in 2021 to 61.5% in 2022, primarily due to the expansion of our targeted marketing services. Targeted marketing services allow marketers to focus their advertising efforts on specific, well-defined audience segments based on detailed criteria. This approach aims to deliver highly relevant content to the most appropriate audience, resulting in more effective marketing campaigns with enhanced advertising performance. As a result, traffic costs for targeted marketing paid to e-commerce channels generally has a higher price than that of traditional marketing. Our gross profit margin under D2B business model increased from 61.5% in 2022 to 67.5% in 2023, and from 67.4% in the four months ended April 30, 2023 to 69.1% in the four

months ended April 30, 2024, primarily as the growth of our revenue under D2B business model outpaced that of our costs under D2B business model, as a result of economies of scale achieved from business expansion.

Our gross profit under D2C business model increased from S$13.2 million in 2021 to S$18.3 million in 2022, in line with the expansion of our D2C business. Our gross profit under D2C business model decreased from S$18.3 million in 2022 to S$13.7 million in 2023, primarily as a result of our strategic change to on-demand inventory model, where we pay brands for higher unit price in order to lower risks associated with substantial upfront inventory purchases. Our gross profit margin under D2C business model increased from 18.7% in 2021 to 19.7% in 2022, primarily due to an increase in the volume of premium brand products we sold in 2022. Our gross profit margin under D2C business model decreased from 19.7% in 2022 to 13.8% in 2023, primarily due to the higher unit price we paid to brands arising from our strategic change to on-demand inventory model. Our gross profit margin under D2C business model remained stable at 13.9% in the four months ended April 30, 2024, as compared to 13.5% in the four months ended April 30, 2023.

The table below sets forth a breakdown of our gross profit and gross profit margin under D2C business model generated through e-commerce channels for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Lazada[(1)]	9,436	19.2	15,007	20.2	11,630	14.0	2,853	14.0	3,345	14.2
Shopee	2,488	16.5	2,382	18.2	1,364	12.2	345	11.6	402	11.7
Others	1,321	20.5	883	17.5	754	13.5	144	10.3	195	14.1
Total	**13,245**	**18.7**	**18,273**	**19.7**	**13,748**	**13.8**	**3,342**	**13.5**	**3,942**	**13.9**

Note:

(1) Lazada is a subsidiary of Alibaba, our controlling shareholder.

The respective channel fees charged by Lazada, Shopee and other channels are standard market rates and at normal commercial term. Our gross profit margin generated through Lazada in each period during the Track Record Period was higher than that generated through Shopee in the same periods, respectively, primarily because Lazada generally charged lower channel costs, as a percentage of gross sales, than those of Shopee. Our product costs for any given brand do not vary across e-commerce channels. The difference in the channel fees charged by the different e-commerce channels was due to their respective different business strategies and pricing policies, all of which are beyond our control.

The table below sets forth a breakdown of our gross profit and gross profit margin based on the location of our operations for the periods indicated.

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Regions										
Singapore	11,109	26.8	12,404	31.8	7,856	37.5	2,156	30.6	2,018	49.2
The Philippines	6,699	27.0	11,562	24.4	15,620	22.1	3,676	23.4	5,319	22.5
Indonesia	489	5.5	793	5.7	1,020	6.8	231	5.5	141	5.4
Vietnam	2,084	42.6	2,194	38.5	3,077	27.2	761	33.4	908	23.7
Malaysia	2,770	58.9	2,870	60.3	2,456	55.1	665	48.1	663	52.4
Others[(1)]	525	44.4	816	43.9	1,715	40.6	387	45.6	460	46.0
Total	**23,676**	**27.6**	**30,639**	**27.2**	**31,744**	**25.1**	**7,876**	**25.0**	**9,509**	**26.1**

Note:

(1) Others primarily included Thailand, Hong Kong and Spain.

Our gross profit margin generated from Singapore increased during the Track Record Period, primarily due to the increase in the provision of digital solutions to our brand partners in Singapore, which has a higher margin than that of our sales of brands' products. Our relatively high gross profit margin generated from Singapore during the Track Record Period was primarily due to the larger revenue contribution of our digital solutions business. Our gross profit margins generated from the Philippines and Vietnam decreased during the Track Record Period, primarily due to our adoption of on-demand inventory model in 2022 where we earned lower margin than

that under an outright purchase model. Our business operations in Malaysia recorded a high margin during the Track Record Period, primarily because a majority of our business in Malaysia was the provision of digital solutions, which has a high margin.

Loss for the Period

We recorded net loss of S$11.0 million, S$13.1 million, S$17.3 million, S$6.3 million and S$3.9 million in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, respectively.

Our net loss decreased by 37.5% from S$6.3 million in the four months ended April 30, 2023 to S$3.9 million in the four months ended April 30, 2024, primarily due to (i) a significant increase in our gross profit generated from the Philippines, as a result of our rapid growth in the Philippines, and (ii) our decreased general and administrative expenses, as a result of a decrease in our compensation and benefit expenses, as partially offset by our increased selling and distribution expenses as a result of our increased sales and promotional activities to attract more brand partners and consumers.

Our net loss increased by 31.9% from S$13.1 million in 2022 to S$17.3 million in 2023, primarily due to (i) an increase in our finance costs, in relation to the interest on our convertible loan notes issued in May 2022; (ii) an increase in our selling and distribution expenses, as a result of our increased sales and promotional activities to attract more brand partners and consumers; and (iii) an increase in general and administrative expenses, as a result of the overall increase in our general salary level, as partially offset by an increase in our gross profit, reflecting our efforts to continuously grow our business.

Our net loss increased by 19.2% from S$11.0 million in 2021 to S$13.1 million in 2022, primarily due to (i) an increase in our selling and distribution expenses, as a result of our increased sales and promotional activities to attract more brand partners and consumers; and (ii) an increase in general and administrative expenses, as a result of the overall increase in our headcount and general salary level, as partially offset by an increase in our gross profit, reflecting our efforts to continuously grow our business.

Summary of Consolidated Balance Sheets

	As of December 31,			As of April 30,
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Total non-current assets	61,085	58,713	57,132	56,142
Total current assets	34,259	38,268	36,449	24,477
Total assets	**95,344**	**96,981**	**93,581**	**80,619**
Total non-current liabilities	3,811	12,892	14,049	12,222
Total current liabilities	30,618	35,880	47,883	40,438
Total liabilities	**34,429**	**48,772**	**61,932**	**52,660**
Net current assets/(liabilities)	**3,641**	**2,388**	**(11,434)**	**(15,961)**
Net assets	**60,915**	**48,209**	**31,649**	**27,959**
Share capital	74,679	74,679	74,679	74,679
Reserves	(13,754)	(26,451)	(43,011)	(46,701)
Equity attributable to owners of the Target Company	60,925	48,228	31,668	27,978
Non-controlling interests	(10)	(19)	(19)	(19)
Total equity	**60,915**	**48,209**	**31,649**	**27,959**

Our net current liabilities increased from S$11.4 million as of December 31, 2023 to S$16.0 million as of April 30, 2024, primarily due to (i) a decrease of S$2.9 million in trade and other receivables, reflecting our stricter receivables collection practice; and (ii) a decrease of S$8.5 million in cash and cash equivalents used to settle trade payables in the year end, as partially offset by a decrease of S$6.4 million in trade and other payables.

We had net current assets of S$2.4 million as of December 31, 2022 and net current liabilities of S$11.4 million as of December 31, 2023, primarily due to (i) a decrease of S$2.3 million in inventories as we continued to implement our asset-light model and on-demand inventory model, which effectively reduced our inventories level; (ii) an increase of S$11.0 million in trade and other payables, in line with our increased revenue and expanded business; and (iii) an increase of S$0.8 million in lease liabilities as a result of lease renewals.

Our net current assets decreased from S$3.6 million as of December 31, 2021 to S2.4 million as of December 31, 2022, primarily due to (i) a decrease of S$1.3 million in inventories as we began to adopt our asset-light model and on-demand inventory model in 2022, which effectively reduced our inventories level; (ii) a decrease of S$4.3 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position; and (iii) an increase of S$4.7

million in trade and other payables, in line with our increased revenue and expanded business, as partially offset by (i) an increase of S$6.2 million in cash and cash equivalents in relation to the proceeds from the convertible loan notes; and (ii) a decrease of S$4.3 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position.

See "Financial Information of the Target Group — Net Current Assets/(Liabilities)" for details regarding our net current assets or liabilities.

Summary of Consolidated Statements of Cash Flows

The following table sets forth a summary of our cash flows for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Net cash (used in) from operating activities	(7,629)	(671)	3,842	(8,780)	(6,522)
Net cash used in investing activities	(788)	(2,104)	(1,663)	(630)	(546)
Net cash from (used in) financing activities	1,327	8,949	(2,067)	1,360	(1,407)
Net (decrease) increase in cash and cash equivalents	(7,090)	6,174	112	(8,050)	(8,475)
Cash and cash equivalents at beginning of the year/period	14,222	7,132	13,306	13,306	13,418
Cash and cash equivalents at end of the year/period	**7,132**	**13,306**	**13,418**	**5,256**	**4,943**

In the four months ended April 30, 2024, our net cash used in operating activities was S$6.5 million, primarily due to loss before income tax of S$4.1 million, and adjusted to reflect non-cash items of (i) amortization of intangible assets of S$1.0 million; and (ii) fair value gain on convertible loan notes of S$1.7 million. This net cash outflow was further adjusted by changes in working capital which primarily consisted of a decrease of S$6.0 million in trade and other payables, as a result of an increased number of supplier billings around the year end, as partially offset by a decrease of S$2.7 million in trade and other receivables, reflecting our efforts to implement stricter collection practice.

In 2023, our net cash generated from operating activities was S$3.8 million, primarily due to loss before income tax of S$18.0 million, and adjusted to add back non-cash items of (i) amortization of intangible assets of S$3.8 million; (ii) depreciation of right-of-use assets of S$1.3 million; (iii) fair value loss on convertible loan notes of S$0.9 million; and (iv) finance costs of S$1.7 million. This net cash inflow was further adjusted by changes in working capital which primarily consisted of (i) an increase in trade and other payables of S$11.1 million, in line with our business expansion; and (ii) a decrease in inventories of S$1.8 million, reflecting the strategic move to our asset-light model and on-demand inventory model under our D2C business segment.

In 2022, our net cash used in operating activities was S$0.7 million, primarily due to loss before income tax of S$13.8 million, and adjusted to add back non-cash items of (i) amortization of intangible assets of S$3.9 million; and (ii) fair value loss on convertible loan notes of S$0.5 million. This net cash outflow was further adjusted by changes in working capital which primarily consisted of an increase of S$1.1 million in trade and other receivables, in line with our increased revenue, as partially offset by (i) a decrease of S$4.3 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position; and (ii) an increase of S$2.5 million in trade and other payables, in line with our business expansion.

In 2021, our net cash used in operating activities was S$7.6 million, primarily due to loss before income tax of S$11.8 million, and adjusted to add back non-cash items of amortization of intangible assets of S$4.1 million. This net cash outflow was further adjusted by changes in working capital which primarily consisted of (i) an increase in inventories of S$1.5 million, in line with our increased revenue under D2C business model; (ii) an increase in trade and other receivables of S$14.6 million, in line with our increased revenue, as partially offset by (i) a decrease of S$2.2 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position; and (ii) an increase of S$12.8 million in trade and other payables, in line with our business expansion.

See "Financial Information of the Target Group — Liquidity and Capital Resources" for details regarding our cash flows for investing and financing activities.

Key Financial Ratios

The table below sets forth the key financial ratios for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
				(unaudited)	
Gross profit margin	27.6%	27.2%	25.1%	25.0%	26.1%
Trade receivables turnover days	53.0	54.8	50.8	56.5	50.9
Trade payables turnover days	94.4	110.1	128.7	116.7	160.2
Gearing ratio	4.8%	25.6%	41.3%	32.6%	43.1%

See "Financial Information of the Target Group — Key Financial Ratios" for details regarding the above ratios.

PATH TO PROFITABILITY

Historical Loss

We were founded at the end of 2014 and started providing digital solutions to brands and businesses from 2016. Since our incorporation we have incurred significant cost and expenses to acquire brand partners, develop business relationships with e-commerce channels, and grow our business across different countries in Southeast Asia. Historically we started from operating in Singapore and gradually expanded our presence to the six major markets in Southeast Asia from 2017 to 2020. Due to our continuous business expansion, we incurred significant operating expenses, primarily selling and distribution expenses and general and administrative expenses, which resulted in our prolonged loss-making position. Such large amounts of operating expenses were primarily because:

- The e-commerce market in Southeast Asia is fragmented. This requires substantial efforts and operating expenses for us to expand our business, including establishing local presence in each region, accumulating local experiences and expertise of each particular region, conducting standalone sales and promotional activities in each region, training local teams, and developing relationships with local e-commerce channels and third-party supply chain partners;

- As different ethnic groups in different regions across Southeast Asia have different consumer preferences, languages, and cultures, we need extra digital marketing efforts to produce localized marketing campaign, including translation into local languages,

repositioning consumers' profile and redesigning the visual presentation to cater to local consumers' specific needs. This also incurred substantial sales and promotional expenses; and

- The legal and regulatory regime in Southeast Asia is complex and localized. We need to comply with different regimes of legal and regulatory requirements for our local operations in each region, which increased our operating expenses.

We expect a significant increase in our net loss in 2024, primarily due to (i) the expected increases in our selling and distribution expenses in implementing our strategy to further expand our business, (ii) the De-SPAC Transaction expenses and (iii) our one-off share-based payment expenses associated with the share awards and options granted prior to the Listing.

Path to Profitability

We expect to improve our financial performance and achieve profitability in the near future through continuous revenue growth and improved cost efficiency. Specifically, we plan to (i) further increase our revenue, (ii) monitor and improve our key operating metrics, (iii) further retain and attract brand partners, (iv) further expand our digital solutions business, (v) improve our gross profit margin, (vi) further improve our operating efficiency, and (vii) improve our liquidity position.

Further Increase Our Revenue

- ***Overall growth of underlying e-commerce market and digital solutions market will boost our growth.*** The e-commerce market and the digital solutions market in Southeast Asia has experienced rapid growth in recent years and is expected to continue growing. According to CIC, the size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023, and is expected to further increase at a CAGR of 15.4% from US$160.9 billion in 2024 to US$285.0 billion in 2028; and the size of the digital solutions market in Southeast Asia increased at a CAGR of 50.6% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 21.4% from US$0.8 billion in 2024 to US$1.7 billion in 2028. We believe that we are well positioned to capture the immense market opportunities, and our brand recognition and extensive industry experience will be our key competitive advantages in driving the overall growth of our business.

- ***Benefit from the consumer premiumization trend in Southeast Asia.*** As a multi-regional digital solutions provider in Southeast Asia, we believe that we will be very well-positioned to enable our brand partners to capitalize on the consumer premiumization trends happening in this region. The burgeoning mass-affluent class across the Southeast Asia markets where we are already present affords us the opportunity to establish strategic alliances with new premium brands to facilitate their seamless entry and growth into these markets, as well as engage existing premium brands for additional and more comprehensive solutions of our service offerings. In addition, the consumer premiumization trends in Southeast Asia will enable us to sell more premium products which have higher margin, improving our profitability. We plan to invest in additional sales and distribution resources in growing our solutions to premium brands and sales of premium products to increase our revenue under both D2B and D2C business models. In particular, we plan to arrange a dedicated sales team to serve premium brands, by conducting regular communications with them to learn about their business goals and needs, holding seminars on digital solutions to enhance relationships, and discussing with brands' management to refine brands' strategies. Through these initiatives, we expect to have a better understanding of premium brands' needs so as to explore further cooperation opportunities. In addition, we plan to further expand our digital supply chain network and enhance our relationships with these service providers. By building a broad and seamless distribution network in each local market, we expect to convince premium brands of our excellent supply chain capability to win more business. We believe that the higher margin of premium products will enhance our margins under both D2B and D2C business models, enabling us to achieve profitability.

Monitor and Improve Our Key Operating Metrics

Certain operating metrics, such as the number of online visitors, consumer conversion rate, and average revenue per consumer, are key to our business operations and financial performance. We will constantly monitor such operating metrics and formulate effective measures to maintain and improve such data, in order to improve our revenue.

- ***Grow the number of online visitors to our brand stores.*** The number of online visitors refers to internet users who have visited our brand stores. During the Track Record Period, the number of online visitors increased from 41.3 million in 2021 to 52.5 million in 2022, and further to 58.7 million in 2023, with a CAGR of 19.2%. To attract more visitors into our brand stores, we plan to conduct more effective digital marketing campaign with creative design, such as targeted marketing. In addition, we plan to work with our brand partners to bring in new and diversified products to provide the visitors with more options. We also plan to conduct more digital marketing through live

streaming and social media channels, which are popular e-commerce platforms, to garner consumer interests. By growing the number of online visitors to our brand stores, we expect to increase our revenue, primarily due to more sales under D2C business model and more solutions fees under D2B business model as a result of our brand partners' more sales.

- ***Improve average revenue per consumer.*** Average revenue per consumer has a positive liner effect on our revenue. As consumers' purchasing sentiments are usually influenced by festive marketing campaign, we plan to organize more marketing activities to increase our average revenue per consumer, such as mega sales, super brand day sales, and festive promotions.

- ***Increase the number of brand stores we serve.*** During the Track Record Period, the number of active brand stores we served increased from 299 in 2021 to 324 in 2022 and further to 350 in 2023, and continued to increase from 335 in the four months ended April 30, 2023 to 357 in the four months ended April 30, 2024, contributing to our increased revenue in the same periods. We plan to engage with more brand partners and further explore existing brand partners' business needs to open and operate more brand stores for them. We expect that our efforts to increase the number of brand stores we serve will continue to contribute to our revenue growth.

Further Retain and Attract Brand Partners

In the future, we will further enhance our service quality to achieve effective brand partners retention rate. We plan to apply part of the net proceeds from the De-SPAC Transaction to innovate, develop and maintain our technology and infrastructure to enhance our service quality. In particular, we intend to leverage our big data analytics and industry know-how accumulated through serving our existing brand partners under our D2B business model and consumers under our D2C business model to further improve the effectiveness of our digital solutions. Meanwhile, we will also continue to provide systematic and regular training sessions for our employees, so as to enhance their service capabilities to our brand partners. We believe that by improving our technological capabilities and service quality, we will be able to acquire new and retain existing brand partners to further grow our D2B business. We also expect to benefit from our increasing brand partner base to cross-sell our solutions between our D2B business model and D2C business model.

Further Expand Our Digital Solutions Business

Leveraging our deep insights, expertise and long-standing presence in the digital solutions market in Southeast Asia, we plan to expand into new territories to seize the huge market opportunities. In particular, we plan to expand our business in the greater China region and Europe starting from Hong Kong and Spain, respectively. We plan to invest in (i) developing business relationships with other brands and e-commerce channels in new territories, and (ii) research and development to enhance our technological capabilities and service offerings to keep up with the industry trend and meet the evolving demand of brands in different parts of the world. By expanding into new territories, we believe we will be able to further increase our revenue scale.

Improve Our Gross Profit Margin

We intend to improve our gross profit margin mainly through (i) strategically expanding our D2B business; and (ii) reducing our cost of sales.

During the Track Record Period, we recorded a much higher gross profit margin under our D2B business model than that under our D2C business model. Our gross profit margin under our D2B business model was 68.2%, 61.5%, 67.5% and 69.1% in 2021, 2022, 2023 and the four months ended April 30, 2024, respectively, while that under our D2C business model was 18.7%, 19.7%, 13.8% and 13.9% in the same periods, respectively. One of our future strategies is to acquire new brand partners to use our digital solutions and our Synagie Platform and explore the needs of our current brand partners to engage them for more digital solutions. By strategically focusing on our D2B business with a higher margin, we believe that our revenue generated under D2B business will account for an increasing portion of our total revenue and our overall gross profit margin would grow.

In addition, we plan to effectively control our cost of sales in order to increase our margin. In particular, we plan to negotiate a lower channel cost with e-commerce channels, leveraging our growing business scale. In particular, we have succeeded in obtaining up to 50% reduction in channel costs for onboarding popular brands to open online stores on certain e-commerce channels. We expect to further reduce channel costs in the future by onboarding more popular brands to more e-commerce channels. We also plan to negotiate with our brand partners for lower costs of their products if our sales under D2C hit certain sales targets. For example, certain brands have agreed to grant us performance bonuses up to 10% of our product costs if our sales under D2C business hit sales targets pre-set by brands and ourselves. We expect to negotiate with more brands for such performance bonus arrangements.

Further Improve Our Operating Efficiency

We have established business presence and accumulated local experiences and expertise in operating in the six major markets in Southeast Asia over the past ten years. In addition, the warehouses, logistics and fulfillment service providers in Southeast Asia are becoming more sophisticated in recent years. Therefore, we believe that we will be able to effectively manage our operating expenses and improve profit margins. Our operating expenses include selling and distribution expenses, and general and administrative expenses. Our operating expenses totaled S$35.9 million, S$43.5 million, S$46.7 million, S$13.6 million and S$14.6 million in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively, representing 41.7%, 38.6%, 36.9%, 43.2% and 40.0% of our total revenue in the same periods, respectively.

- ***Selling and distribution expenses.*** Our selling and distribution expenses, comprising primarily our sales and promotional expenses, fulfillment expenses and last-mile logistics expenses paid to third-party service providers, amounted to S$15.1 million, S$19.3 million, S$20.7 million, S$5.4 million and S$6.8 million in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively, accounting for 17.6%, 17.1%, 16.3%, 17.1% and 18.5% of our total revenue, respectively, in the same periods. As we adopted an asset-light model in 2022 where we engaged third-party supply chain service providers to undertake our fulfillment services which was less costly than our in-house fulfillment, our fulfillment expenses decreased significantly from 2022 to 2023, and further decreased from the four months ended April 30, 2023 to the four months ended April 30, 2024. We plan to further control our fulfillment expenses leveraging our scalable asset-light digital supply chain network, and we expect that our selling and distribution expenses will further decrease as a proportion of revenue, further improving our net profit margin.

- ***General and administrative expenses.*** Our general and administrative expenses, comprising primarily compensation and benefits expenses, depreciation and amortization expenses, and share-based payment expenses, amounted to S$20.7 million, S$24.2 million, S$26.0 million, S$8.2 million and S$7.8 million in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, accounting for 24.1%, 21.5%, 20.5%, 26.1% and 21.5% of our total revenue, respectively, in the same periods. Our general and administrative expenses accounted for a decreasing portion of our revenue during the Track Record Period, reflecting our overall cost savings efforts with the intention of improving our operational efficiency. Our compensation and benefits expenses accounted for the largest portion of our general and administrative expenses during the Track Record Period. Going forward, as we will implement a series of measures to improve our employees' work efficiency, including hosting regular skillset training sessions and offering more effective technology tools, to improve our operational

efficiency, we expect our compensation and benefits expenses as a percentage of revenue to further decrease. In addition, as we scale our business, we will be able to gradually benefit from economies of scale and improve our operational efficiency. As a result, we expect that our general and administrative expenses will further decrease as a proportion of revenue, further improving our net profit margin.

Improve Our Liquidity Position

We recorded net current liabilities of S$11.4 million, S$16.0 million, and S$3.6 million as of December 31, 2023 and April 30 and August 31, 2024, respectively. Our net current liabilities position was primarily due to our increase in trade payables, in line with our increased revenue and business expansion. See "Financial Information of the Target Group — Discussion of Certain Key Balance Sheet Items — Net Current Assets/(Liabilities)." In addition, we incurred net cash outflows from our operating activities of S$7.6 million, S$0.7 million, S$8.8 million and S$6.5 million in 2021, 2022 and the four months ended April 30, 2023 and 2024, respectively, while net cash inflow of S$3.8 million in 2023. See "Financial Information of the Target Group — Liquidity and Capital Resources — Operating Activities." We intend to improve our liquidity position through optimized management of our working capital, including the following measures:

- we will collect our trade receivables in a more efficient manner and with relevant measures, such as by continually monitoring the credit profiles and operating and financial conditions of our brand clients, and proactively following up on our trade receivables to ensure they are paid as scheduled;

- we plan to negotiate shorter credit terms with our brand clients, leveraging our market leadership, reputation and successful track record. In the future, we also plan to develop relationships with more brand clients that have stronger credit profiles;

- we expect to enhance our bargaining power over our suppliers as our business continues to scale up, and plan to negotiate extended payment cycles and better credit terms with our suppliers. We expect to be able to gradually enjoy economics of scale arising from our further business expansion, which will improve our cash position; and

- we will control our budget and optimize our operations to further reduce our operating expenses, including selling and distribution expenses and general and administrative expenses. By improving our operational efficiencies, we expect to improve our profit margin and thus enhance our cash position.

The foregoing forward-looking statements are based on numerous assumptions regarding our present and future business strategies and the environment in which we will operate in the future. These forward-looking statements involve known and unknown risks, uncertainties and other factors, some of which are beyond our control, and may cause the actual results, performance or achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

As we implement the aforementioned measures, our Directors believe that we are effectively paving the way for long-term sustainable profitability, and nothing has come to the Joint Sponsors' attention that would cause them to cast reasonable doubt on the view of the Directors above.

Working Capital Sufficiency

The Directors of the Successor Company are of the opinion that taking into account the estimated net proceeds from the De-SPAC Transaction and the expected cash generated from operating activities, the Successor Group has sufficient working capital for its present requirements for the next 12 months from the date of this circular. The Successor Company also proactively reviews and adjusts its cash management policy and working capital needs according to general economic conditions and its short-term business plans.

The Successor Company currently does not have plans to issue new shares to raise funds shortly after the Listing and in the near future. The Successor Company believes that potential external financing sources, including those to which the Successor Company will gain access after the completion of the De-SPAC Transaction, will provide additional funding to fuel its business operation and expansion until the Successor Group achieves profitability.

IMPACT OF COVID-19

During the Track Record Period, the COVID-19 pandemic did not have any material adverse impact on our operational and financial performance. Our D2C revenue experienced a significant growth in 2021, due partly to the fact that during the pandemic consumers relied heavily on online shopping as a result of the closure of physical stores and lockdown and quarantine restrictions. During the Track Record Period, we also received wage support for local employees under the Jobs Support Scheme of S$212,000, S$48,000, nil and nil in 2021, 2022, 2023 and the four months ended April 30, 2024, respectively, from the Singapore Government as part of the government's measures to support businesses impacted by COVID-19.

RECENT DEVELOPMENTS

Investment Agreements

Five PIPE Investors (being Mr. Tay Hua Sin, Broad Meadows Group Ltd, Mr. Seow Voon Ping, Mr. Chua Wei Jie Keith and Mr. Teo Quee Lam Eugene), prior to the entering into of their respective PIPE Investment Agreements, demonstrating their commitment to participate in the PIPE Investments, entered into investment agreements (the "**Investment Agreements**") with us, pursuant to which such PIPE Investors provided an investment loan facility to us for an aggregate principal amount of S$10,600,000 in May 2024 and which further provided that such PIPE Investors could subscribe for shares as a PIPE investor where we participated in a de-SPAC transaction. The rate of interest on the principal amount under the investment agreements is 1.25% per month, and the principal amount and the accrued interest will be repaid within 37 months from the respective date of the Investment Agreements. In respect of such PIPE Investors, their obligations to pay the PIPE Investment Amount in full for their subscribed PIPE Investment Shares under their respective PIPE Investment Agreements will be deemed to be satisfied upon the assignment of all the rights, title, interest and benefits in and under the aforesaid investment agreements, including to the principal and all accrued interest (regardless whether the closing will occur within nine months from the date of the investment agreements) owing by us to these PIPE Investors, effective upon closing of the PIPE Investments.

Business and Financial Performance

Since the end of the Track Record Period, we have continued our business development efforts and experienced revenue growth in the six months ended June 30, 2024 compared to the same period in 2023 through engaging with new brands, which resulted in an increase in the number of active brand stores we served, and thus an increase in the digital solutions we offered under our D2B business model.

No Material Adverse Change

Our Directors confirm that, as of the date of this circular, there has been no material adverse change in our financial or trading position since April 30, 2024, being the end of the period reported in the Accountants' Report of the Target Group included in Appendix I to this circular.

DIVIDEND

The Target Company did not have a formal dividend policy during the Track Record Period nor does the Successor Company anticipate to have any formal dividend policy in the foreseeable future. Upon Closing, the Successor Company will be a holding company incorporated under the laws of the Cayman Islands. As a result, the payment and amount of any future dividend will also depend on the availability of dividends received from its subsidiaries. Distributions from the Successor Company and its subsidiaries may also become subject to any restrictive covenants in bank credit facilities, convertible bond instruments or other agreements that the Successor Company or its subsidiaries may enter into in the future.

Any future determination of the Successor Company to pay dividends will be made at the discretion of its directors and may be based on a number of factors, including its future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the directors may deem relevant. As advised by the Successor Company's Cayman Islands legal counsel, under Cayman Islands law, a position of accumulated losses and net liabilities does not necessarily restrict the Successor Company from declaring and paying dividends to the shareholders out of either the Successor Group's profit or its share premium account, provided this would not result in the Successor Company being unable to pay its debts as they fall due in the ordinary course of business. You should not make your investment decision with the expectation of receiving cash dividends. The Target Company did not declare or pay any dividends on its shares during the Track Record Period and up to the Latest Practicable Date, and it does not anticipate that the Successor Company will be paying any cash dividends in the foreseeable future after the Closing.

THE CONTROLLING SHAREHOLDERS OF THE SUCCESSOR COMPANY

Immediately upon Closing (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription of HK$15,000,000), the Successor Company will be owned as to 34.26% by Alibaba Singapore. Alibaba Singapore is a wholly-owned subsidiary of Alibaba.com Holding Limited, which is a wholly-owned subsidiary of Alibaba.com International (Cayman) Holding Limited, which is a wholly-owned subsidiary of Alibaba.com Investment Holding Limited, which is a wholly-owned subsidiary of Alibaba.com Limited. Alibaba directly owns approximately 80% of the share capital of Alibaba.com Limited and indirectly owns the remainder of the share capital of Alibaba.com Limited through Alibaba Group Treasury Limited, a wholly-owned subsidiary of Alibaba. Accordingly, Alibaba, together with its wholly-owned subsidiaries Alibaba Singapore, Alibaba.com Holding Limited, Alibaba.com International (Cayman) Holding Limited, Alibaba.com Investment Holding Limited and Alibaba.com Limited, will constitute a group of controlling shareholders of the Successor Company after Closing.

See "Relationship with Controlling Shareholders of the Successor Company" for details.

SUMMARY OF THE UNAUDITED PRO FORMA FINANCIAL INFORMATION ON THE SUCCESSOR GROUP

The unaudited pro forma financial information presented below is prepared to illustrate (a) the consolidated financial position of the Successor Group as if the De-SPAC Transaction had been completed on June 30, 2024; (b) the consolidated results and cash flows of the Successor Group as if the De-SPAC Transaction had been completed on January 1, 2023; and (c) the consolidated net tangible assets of the Successor Group attributable to the owners of the Successor Company as if the De-SPAC Transaction had been completed on June 30, 2024. These periods are presented on the basis that the Target Company is the accounting acquirer.

The unaudited pro forma consolidated financial information of the Successor Group is presented in S$ and has been prepared for illustrative purposes only and because of its hypothetical nature, it may not give a true picture of the consolidated financial position of the Successor Group as of June 30, 2024 or the consolidated results and cash flows of the Successor Group for the year ended December 31, 2023.

The pro forma financial information is prepared based on the consolidated statement of financial position of the Company as of June 30, 2024 as set out in the interim report of the Company for the six months ended June 30, 2024 which was published on August 21, 2024 and the statement of profit or loss and other comprehensive income and the cash flow statement of the Company for the year ended December 31, 2023 as set out in the annual report of the Company for the year ended December 31, 2023 which was published on February 28, 2024 and the consolidated statement of financial position of the Target Group as of April 30, 2024 and the consolidated statement of profit or loss and other comprehensive income and the consolidated statement of cash flows of the Target Group for the year ended December 31, 2023 extracted from the accountants' report of the Target Group as set out in Appendix I to this circular after giving effect to the pro forma adjustments described in the accompanying notes which are directly attributable to the De-SPAC Transaction and factually supportable and were prepared in accordance with Rules 4.29 and 14.69(4)(a)(ii) of the Listing Rules.

The pro forma financial information is prepared assuming (i) 55,124,000 Successor Shares (subject to adjustments) are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (ii) there is no Permitted Equity Financing that can be fulfilled under Scenario I (see details in Appendix III) and there is Permitted Equity Financing of HK$15,000,000 that can be fulfilled under Scenario II (see details in Appendix III), and (iii) no SPAC Warrantholder elects to redeem any SPAC Warrants pursuant to the SPAC Warrant Redemption. In addition, the unaudited pro forma financial information presents two redemption scenarios as set out below.

- **Assuming no Share Redemption (Scenario I)**: This presentation assumes that no SPAC Shareholders exercise their rights to redeem any of their SPAC Shares and thus the full amount held in the SPAC Offering Escrow Account at Closing is available to the Successor Company.

- **Assuming maximum Share Redemptions (Scenario II)**: This presentation assumes that 100,050,000 SPAC Shares are redeemed, which represents the maximum amount of redemption. The Scenario II is prepared based on the same assumptions under Scenario I, with additional adjustments to reflect the effect of maximum redemptions.

For details, see "Appendix III — Unaudited Pro Forma Financial Information on the Successor Group" in this circular.

Summary of Unaudited Pro Forma Consolidated Statement of Financial Position of the Successor Group as of June 30, 2024

	As of June 30, 2024	
	Scenario I	**Scenario II**
	S$'000	*S$'000*
Non-current assets	56,147	56,147
Current assets	**261,358**	**88,033**
Current liabilities	**81,923**	**81,923**
Net current assets	179,435	6,110
Capital and reserves		
Share capital	9	7
Reserves	212,312	38,989
Equity attributable to owners of HKAC/the Target Company/the Successor Company	**212,321**	**38,996**
Non-controlling interests	(19)	(19)
Total equity	212,302	38,977
Non-current liabilities	23,280	23,280

Summary of Unaudited Pro Forma Consolidated Statement of Profit or Loss and Other Comprehensive Income of the Successor Group for the year ended December 31, 2023

	For the year ended 31 December 2023 The Successor Group (Scenario I)	For the year ended 31 December 2023 The Successor Group (Scenario II)
	S$'000	*S$'000*
Revenue	126,595	126,595
Cost of sales	(94,851)	(94,851)
Gross profit	31,744	31,744
Other income	8,540	8,540
Other gain and loss	2,177	2,177
Equity-settled share-based payment expenses	(179,384)	(160,611)
Selling and distribution expenses	(20,668)	(20,668)
General and administrative expenses	(26,403)	(26,403)
Finance costs	(632)	(632)
Professional fees and expenses related to listing and De-SPAC Transaction	(121,670)	(121,373)
Fair value change of SPAC warrants	317	317
Fair value change of financial liabilities at FVTPL	1,724	1,724
Loss before tax	(304,255)	(285,185)
Income tax credit	690	690
Loss for the year	(303,565)	(284,495)
Loss for the year attributable to:		
Owners of HKAC/the Target Company/the Successor Company	(303,565)	(284,495)
Non-controlling interests	—	—
	(303,565)	(284,495)
Other comprehensive income items that may be reclassified subsequently to profit or loss:		
Exchange differences arising on translation of foreign operations	24	24
Other comprehensive income for the year, net of income tax	24	24
Total comprehensive expense for the year	(303,541)	(284,471)
Total comprehensive expense attributable to:		
Owners of HKAC/the Target Company/the Successor Company	(303,541)	(284,471)
Non-controlling interests	—	—
	(303,541)	(284,471)

Summary of Pro Forma Consolidated Statement of Cash Flows of the Successor Group for the year ended December 31, 2023

	Year Ended December 31, 2023	
	Scenario I	**Scenario II**
	S$'000	*S$'000*
Net cash from operating activities	2,705	2,705
Net cash from in investing activities	178,011	6,625
Net cash from financing activities	47,415	49,985
Net increase in cash and cash equivalents	228,131	59,315
Cash and cash equivalents at January 1, 2023	14,172	14,172
Effect of foreign exchange rate changes	(76)	(76)
Cash and cash equivalents at December 31, 2023	242,227	73,411

RISK FACTORS

The De-SPAC Transaction and the business of the Target Group involve various risks which are primarily categorized into: (i) risks relating to the Target Group's business; (ii) risks relating to doing business in Southeast Asia; and (iii) risks relating to the De-SPAC Transaction and the securities of the SPAC and the Successor Company. The below sets out the key risks under each category. See "Risk Factors" for details of our risk factors, which we urge you to read in its entirety before making a decision on the De-SPAC Transaction. Some of the major risks include:

- Demand for our solutions and services depends on the continued growth and profitability of the e-commerce market in Southeast Asia.

- Our growth depends on our ability to attract new brand partners, retain existing brand partners and increase sales to both new and existing brand partners.

- If the complexities and challenges faced by our brand partners seeking to sell online diminish or if our brand partners increase their in-house digital solutions capabilities as an alternative to our solutions, demand for our solutions may decline.

- Our success is tied to the performance, reputation and success of our existing and future brand partners.

- We have a history of net losses and operating cash outflows and may continue to incur net losses and operating cash outflows in the future, which may materially adversely affect our business operations, results of operations, financial position and profitability.

- We rely on the success of certain e-commerce channels. Material disruptions to such e-commerce channels could adversely affect demand for, and our ability to provide, our solutions and services.

- If we fail to maintain our relationships with e-commerce channels or adapt ourselves to emerging e-commerce channels, or if e-commerce channels otherwise curtail or inhibit our ability to integrate our solutions with their channels, our solutions would be less appealing to our brand partners.

- We may incur impairment losses for goodwill, which may adversely affect our results of operations and financial condition.

- We operate in various countries or may expand into countries where we would be subject to local legal and regulatory conditions.

- Our results of operations are exposed to the political, economic and social conditions in the countries in which we operate as well as bilateral relationships between these countries.

- Uncertainties with respect to the legal system in certain markets in Southeast Asia could adversely affect our business.

- Restrictions on currency exchange in certain Southeast Asian countries in which we operate may limit our ability to utilize our cash balance effectively and affect the value of your investment.

- If the De-SPAC Transaction's benefits do not meet the expectations of investors or securities analysts, the market price of the SPAC Shares and the SPAC Warrants or, following the Closing, the Successor Shares and the Successor Warrants, may decline.

- SPAC Shareholders may exercise their rights for Share Redemption with respect to a large number of the SPAC Shares, and the Successor Company may not meet the requirement of the minimum number of Professional Investors set out in the Listing Rules.

- There is no guarantee that any SPAC Shareholder's decision as to whether to redeem its SPAC Shares for a pro rata portion of the SPAC Offering Escrow Account will place the SPAC Shareholder in a better future economic position.

- The Promoters' economic interests or other conflicts of interest may incentivize them to complete the De-SPAC Transaction which may not be in the interests of the SPAC Shareholders.

- If the De-SPAC Transaction is not approved by the SPAC Shareholders or does not proceed to completion for any other reason, and the SPAC is unable to complete a de-SPAC transaction with another de-SPAC target by the time limit provided for in the Listing Rules, the SPAC will have to cease operations and wind up.

- A market for the Successor Shares may not develop or be sustained, which would adversely affect the liquidity and trading price of the Successor Shares.

In this circular, unless the context otherwise requires, the following expressions shall have the following meanings.

"Alibaba"	Alibaba Group Holding Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Stock Exchange (stock code: 9988) and the New York Stock Exchange (NYSE:BABA), and a controlling shareholder of the Successor Company
"Alibaba Group"	Alibaba and its wholly-owned subsidiaries Alibaba Singapore, Alibaba.com Holding Limited, Alibaba.com International (Cayman) Holding Limited, Alibaba.com Investment Holding Limited and Alibaba.com Limited
"Alibaba Singapore"	Alibaba Singapore Holding Private Limited, a company incorporated in Singapore with limited liability and an indirect subsidiary of Alibaba, and a controlling shareholder of the Successor Company
"Articles"	the amended and restated articles of association of the Company in effect as of the date of this circular
"associate(s)"	has the meaning ascribed to it under the Listing Rules
"Beneficial Owner(s)"	any beneficial owner of SPAC Shares or SPAC Warrants whose SPAC Shares or SPAC Warrants are registered in the name of a Registered Shareholder or Registered Warrantholder
"Board"	the board of Director(s) of the Company
"Business Combination Agreement"	the business combination agreement entered into on June 28, 2024 by the Company, the Merger Sub and the Target Company
"Business Day"	any day (other than (i) Saturday and Sunday and a public holiday in Hong Kong or Singapore or (ii) a day on which a tropical cyclone warning signal no. 8 or a black rainstorm warning signal is hoisted in Hong Kong between 9 a.m. and 5 p.m.) on which licensed banks in Hong Kong or Singapore are generally open to the public in Hong Kong or Singapore (as applicable) for normal banking business and on which the Stock Exchange is open for the business of dealing in securities

"BVI"	the British Virgin Islands
"BVI Co"	HK Acquisition (BVI) Co Limited, a business company incorporated in the BVI with limited liability on June 7, 2024 and a direct wholly-owned subsidiary of the Company
"CAGR"	compound annual growth rate
"capital market intermediary(ies)"	has the meaning ascribed to it under the Listing Rules
"Cayman Companies Act"	the Companies Act (As Revised) of the Cayman Islands, as amended, supplemented or otherwise modified from time to time
"CCASS"	the Central Clearing and Settlement System established and operated by HKSCC
"China" or "PRC"	the People's Republic of China, but for the purpose of this circular and for geographical reference only and except where the context requires, references in this circular to "China" or the "PRC" do not apply to Hong Kong, the Macau Special Administrative Region and Taiwan
"CIC"	China Insights Industry Consultancy Limited, the industry consultant of the Target Company
"close associate(s)"	has the meaning ascribed to it under the Listing Rules
"Closing"	the closing of the De-SPAC Transaction
"Closing Date"	the date on which Closing takes place in accordance with the Business Combination Agreement, which is expected to be Wednesday, October 30, 2024
"Companies Ordinance"	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended or supplemented from time to time
"Companies (WUMP) Ordinance"	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended or supplemented from time to time

"Company", "HK Acquisition" or "HKAC"	HK Acquisition Corporation (香港匯德收購公司), an exempted company incorporated in the Cayman Islands with limited liability on January 26, 2022 whose SPAC Shares and SPAC Warrants are listed on the Stock Exchange
"Conditions"	the conditions to the Closing, a summary of which is set out in "Letter from the Board — F. The Business Combination Agreement — (e) Conditions to Closing"
"connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Consideration Share(s)"	the Successor Share(s) to be issued to the existing shareholder(s) of the Target Company pursuant to the Merger
"controlling shareholders"	has the meaning ascribed to it under the Listing Rules, and for the purpose of the Successor Company, unless the context requires otherwise, refers to Alibaba Group, being the Successor Controlling Shareholders
"core connected person(s)"	has the meaning ascribed to it under the Listing Rules
"Corporate Governance Code"	the Corporate Governance Code set out in Appendix C1 to the Listing Rules
"Custodian"	BOCI-Prudential Trustee Limited, the custodian of the SPAC Offering Escrow Account
"De-SPAC Announcement"	the announcement dated June 28, 2024 issued by the Company in relation to the De-SPAC Transaction
"De-SPAC Transaction"	the transactions contemplated under the Business Combination Agreement, including the Merger, the PIPE Investments and the Permitted Equity Financing (if any), resulting in the listing of the Successor Company on the Main Board of the Stock Exchange
"Director(s)"	the director(s) of the Company
"Dr. Norman Chan"	Dr. Chan Tak Lam Norman (陳德霖), the chairman of the Board, an executive Director and one of the Promoters

"EBITDA"	net profit or loss before interest, taxes, depreciation, and amortization
"Effective Time"	no later than 9:00 a.m. (Hong Kong time) on the date of listing of the Successor Shares and the Successor SPAC Warrants on the Stock Exchange, which is expected to be Wednesday, October 30, 2024 as set out in the "Expected Timetable"
"EGM" or "Extraordinary General Meeting"	the extraordinary general meeting of the Company to be convened and held on Friday, October 25, 2024 to consider and, if appropriate, approve, among others, the De-SPAC Transaction (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right), the adoption of the Successor Memorandum and Articles and the Share Re-designation, the appointment of the Successor Directors, the appointment of the auditor of the Successor Company, the adoption of the Successor ESOP and the change of company name of the Successor Company
"Extra Shine"	Extra Shine Limited, a business company incorporated in the BVI with limited liability on September 16, 2021, which is wholly owned by Dr. Norman Chan and is one of the shareholders of HK Acquisition (BVI)
"Extreme Conditions"	the occurrence of "extreme conditions" as announced by any government authority of Hong Kong due to serious disruption of public transport services, extensive flooding, major landslides, large-scale power outage or any other adverse conditions before Typhoon Signal No. 8 or above is replaced with Typhoon Signal No. 3 or below
"HK Acquisition (BVI)"	Hong Kong Acquisition Company Limited (香港匯德有限公司), a company incorporated in the BVI with limited liability on December 2, 2021, which is owned as to 51% by Extra Shine, 32% by Pride Vision and 17% by Max Giant, and which holds the Promoter Shares and the Promoter Warrants on behalf of the Promoters in proportion to their respective shareholdings

"HKD" or "HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"HKICPA"	Hong Kong Institute of Certified Public Accountants
"HKSAR Government"	the government of the Hong Kong Special Administrative Region of the People's Republic of China
"HKSCC"	Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchanges and Clearing Limited
"HKSCC Nominees"	HKSCC Nominees Limited, a wholly owned subsidiary of HKSCC
"HKSCC participant"	a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant
"Hong Kong" or "HK" or "HKSAR"	the Hong Kong Special Administrative Region of the PRC
"Hong Kong Share Registrar"	Tricor Investor Services Limited
"IFRSs"	International Financial Reporting Standards
"Independent Board Committee"	the independent board committee, comprising all the independent non-executive Directors
"Independent Financial Adviser"	Altus Capital Limited, the independent financial adviser to the Independent Board Committee and the Independent Shareholders in relation to the De-SPAC Transaction
"Independent Shareholder(s)"	the Shareholder(s) (other than HK Acquisition (BVI) which is co-owned by the Promoters who are involved in, or considered to be interested in the De-SPAC Transaction)
"independent third party(ies)"	any entity(ies) or person(s) which or who is/are not a connected person
"Interim Period"	the period from the date of the Business Combination Agreement continuing until the earlier of Closing and the termination of the Business Combination Agreement
"Joint Sponsors"	Haitong International Capital Limited and CMB International Capital Limited

"Latest Practicable Date"	September 26, 2024, being the latest practicable date for the purpose of ascertaining certain information in this circular prior to its publication
"Listing"	the listing of the Successor Shares and the Successor SPAC Warrants on the Main Board of the Stock Exchange
"Listing Committee"	the Listing Committee of the Stock Exchange
"Listing Date"	the date, expected to be on Wednesday, October 30, 2024, on which the Successor Shares and the Successor SPAC Warrants will be listed and from which dealings in the Successor Shares and the Successor SPAC Warrants are permitted to take place on the Main Board of the Stock Exchange
"Listing Guide"	the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time
"Listing Rules"	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time
"Longstop Date"	11:59 p.m., Hong Kong time, on December 31, 2024 (as may be extended by the mutual written consent of the Company and the Target Company from time to time)
"Main Board"	the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with GEM of the Stock Exchange

"Material Change Event"	a material change referred to in Rule 18B.32 of the Listing Rules, including a material change in: (i) any Promoter who, alone or together with its close associates, controls or is entitled to control 50% or more of the Promoter Shares in issue (or where no Promoter controls or is entitled to control 50% or more of the Promoter Shares in issue, the single largest Promoter); (ii) any Promoter which holds a Type 6 (advising on corporate finance) and/or a Type 9 (asset management) licence issued by the SFC; (iii) the eligibility and/or suitability of a Promoter referred to in (i) or (ii) above; or (iv) a Director which is licensed by the SFC to carry out Type 6 (advising on corporate finance) and/or Type 9 (asset management) regulated activities for a SFC licensed corporation; or the departure of Ms. Katherine Tsang as one of the Promoters
"Max Giant"	Max Giant Limited (巨溢有限公司), a company incorporated in Hong Kong with limited liability on December 27, 2013 and a licensed corporation to conduct Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO, which is wholly owned by Dr. Wong Shue Ngar Sheila (an executive Director and chief operating officer of the Company), and is one of the Promoters and one of the shareholders of HK Acquisition (BVI)
"Memorandum"	the amended and restated memorandum of association of the Company in effect as of the date of this circular
"Memorandum and Articles"	the Memorandum and the Articles
"Meranti"	Meranti ASEAN Growth Fund L.P., an exempted limited partnership established in the Cayman Islands, the general partner of which is Gobi Ventures ASEAN and the limited partners of which include Alibaba Investment Limited, which holds 44.56% of the partnership interest
"Merger"	the amalgamation between the Target Company and the Merger Sub in accordance with Section 215B of the Companies Act 1967 of Singapore and as contemplated in the Business Combination Agreement

"Merger Proposal"	the agreed form of proposal in relation to the Merger to be made in accordance with Section 215B of the Companies Act 1967 of Singapore
"Merger Sub"	HKAC SG Merger Sub Pte. Ltd., a private company limited by shares incorporated in Singapore with limited liability on June 21, 2024 and an indirect wholly-owned subsidiary of the Company
"Metadrome"	Metadrome Ltd., a company incorporated in the BVI with limited liability on November 3, 2004, which is wholly and beneficially owned by Mr. Clement Lee
"Mr. Clement Lee"	Mr. Lee Shieh-Peen Clement (李敘平), one of the Target Company Founders and a director of the Target Company
"Ms. Katherine Tsang"	Ms. Tsang King Suen Katherine (曾璟璇), the Chief Executive Officer of HK Acquisition, an executive Director and one of the Promoters
"Ms. Olive Tai"	Ms. Tai Ho Yan Olive (戴可欣), one of the Target Company Founders and the managing director of the Target Company
"Ms. Zanetta Lee"	Ms. Lee Yue Zanetta (李育), one of the Target Company Founders and the sister of Mr. Clement Lee, who is the head of corporate development of the Target Company
"Negotiated Value of the Target Company"	the pre-transaction equity value of the Target Company of HK$3,500,000,000
"Permitted Equity Financing"	any additional financing from Professional Investors who subscribe for or are issued Successor Shares alongside with the other PIPE Investors at Closing
"Permitted Equity Financing Investor(s)"	the independent third party investor(s) participating in the Permitted Equity Financing
"Permitted Equity Financing Shares"	the new Successor Shares to be issued to the Permitted Equity Financing Investors pursuant to the Permitted Equity Financing

"PIPE Investment(s)"	the subscriptions(s) of the PIPE Investment Shares by the PIPE Investor(s) in a private placement of an aggregate amount of HK$551,240,000 at a price of HK$10.00 per Successor Share pursuant to the PIPE Investment Agreement(s)
"PIPE Investment Agreement(s)"	the PIPE investment agreement(s) dated June 28, 2024 and September 20, 2024 entered into by the Company, the Target Company and the PIPE Investor(s) (as novated and amended) in relation to the PIPE Investments
"PIPE Investment Amount"	the investment amount to be paid by the PIPE Investors for the subscription for the PIPE Investment Shares
"PIPE Investment Shares"	the 55,124,000 new Successor Shares to be subscribed by the PIPE Investors under the PIPE Investment Agreements
"PIPE Investor(s)"	the independent third party investor(s) who meet the independence requirements consistent with those applicable to an independent financial adviser under Rule 13.84 of the Listing Rules in the De-SPAC Transaction, details of which are set out in "Letter from the Board — G. PIPE Investments"
"Pre-listing Investments"	the investments made by the Pre-listing Investors in the Target Company, details of which are set out in "History and Corporate Structure of the Target Group — Pre-listing Investments"
"Pre-listing Investors"	Alibaba Singapore and Meranti, the background of which are set out in "History and Corporate Structure of the Target Group — Information about the Pre-listing Investors"
"Pride Vision"	Pride Vision Group Limited, a company incorporated in the BVI with limited liability on July 3, 2014, which is wholly owned by Ms. Katherine Tsang and is one of the shareholders of HK Acquisition (BVI)
"Principal Registrar"	Maples Fund Services (Cayman) Limited
"Professional Investor"	person falling under the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO

"Promoter(s)"	has the meaning ascribed to "SPAC Promoter" under the Listing Rules and, unless the context requires otherwise, refers to Dr. Norman Chan, Ms. Katherine Tsang and/or Max Giant, being the person(s) who established the Company and beneficially own(s) the Promoter Shares and the Promoter Warrants
"Promoters Earn-out and Lock-up Agreement"	the agreement entered into on June 28, 2024 by the Company and the Promoters, pursuant to which the Promoter Earn-out Right is granted to the Promoters and the lock-up arrangement over the relevant Successor Shares held by the Promoters is set out, the details of which are set out in "Letter from the Board — F. The Business Combination Agreement — (h) Lock-up undertakings"
"Promoters Earn-out Right"	the right granted by the Company to the Promoters to require the Company to issue to or on behalf of the Promoters the Promoter Earn-out Shares subject to the terms and conditions of the Promoter Earn-out and Lock-up Agreement, details of which are set out in "Letter from the Board — H. Promoter Earn-out Right"
"Promoter Earn-out Share(s)"	the 10,005,000 new Successor Shares which may be issued to the Promoters pursuant to the exercise of the Promoter Earn-out Right
"Promoter Share(s)" or "Class B Share(s)"	the Class B ordinary share(s) of the Company with a par value of HK$0.0001 each owned beneficially and exclusively by the Promoters, which is not listed on the Stock Exchange and will be converted to the Successor Share(s) on a one-for-one basis upon Closing
"Promoter Shareholder(s)" or "Class B Shareholder(s)"	the holder(s) of the Promoter Share(s)
"Proposed Warrant Amendments"	the proposed amendments to the Warrant Instrument for the purpose of the SPAC Warrant Redemption
"Promoter Warrant(s)"	the warrant(s) of the Company owned beneficially and exclusively by the Promoters, which is not listed on the Stock Exchange
"Promoter Warrantholder(s)"	the holder(s) of the Promoter Warrant(s)

"Redeeming SPAC Share(s)"	the SPAC Share(s) in respect of which the relevant SPAC Shareholder has validly exercised its right for Share Redemption
"Redeeming SPAC Shareholder(s)"	SPAC Shareholder(s) who has validly exercised its right for Share Redemption
"Redeeming SPAC Warrant(s)"	the SPAC Warrant(s) in respect of which the relevant SPAC Warrantholder has validly exercised its right for SPAC Warrant Redemption
"Redeeming SPAC Warrantholder(s)"	SPAC Warrantholder(s) who has validly exercised its right for SPAC Warrant Redemption
"Registered Shareholder"	any person (including without limitation a nominee, trustee, depositary or any other authorized custodian or third party) whose name is entered in the register of members of the Company as a holder of the Shares
"Registered Warrantholder"	any person (including without limitation a nominee, trustee, depositary or any other authorized custodian or third party) whose name is entered in the register of warrantholders of the Company as a holder of the Warrants
"Remuneration Committee"	the remuneration committee of the Successor Board
"SFC"	the Securities and Futures Commission of Hong Kong
"SFO"	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended or supplemented from time to time
"SGD" or "S$"	Singapore dollar(s), the lawful currency of Singapore
"SGX-ST"	Singapore Exchange Securities Trading Limited
"Share(s)"	the share(s) in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Share Redemption"	the redemption of all or part of SPAC Shares according to the election of the relevant SPAC Shareholders for a consideration of not less than HK$10 per SPAC Share to be paid out of the monies held in the SPAC Offering Escrow Account

"Share Redemption Election Form"	the form of election to be completed by Redeeming SPAC Shareholders in order to elect to exercise their right for Share Redemption, which is dispatched to the SPAC Shareholders together with this circular and form of proxy for the EGM
"Share Redemption Election Period"	the election period for the Share Redemption which starts on the date of the notice of the EGM and will end on the date and time of commencement of the EGM
"Share Redemption Price"	the per-share price at which the Company will redeem the Redeeming SPAC Shares
"Share Re-designation"	the re-designation of the Class A Shares and the Class B Shares (whether issued or unissued) of the Company to Successor Shares at Closing
"SPAC"	has the meaning ascribed to it under the Listing Rules and, where the context requires, refer to the Company before Closing
"SPAC Listing Date"	August 9, 2022, the date on which the SPAC Shares and the SPAC Warrants are first listed and from which dealings in such shares and warrants are permitted to take place on the Main Board of the Stock Exchange
"SPAC Offering"	the offering of the SPAC Shares and the SPAC Warrants to Professional Investors for subscription
"SPAC Offering Escrow Account"	the ring-fenced escrow account established by the Company with the Custodian to hold the proceeds from the SPAC Offering pursuant to the SPAC Offering Escrow Agreement
"SPAC Offering Escrow Agreement"	the escrow agreement dated June 21, 2022 entered into between the Company and the Custodian relating to the establishment and operation of the SPAC Offering Escrow Account
"SPAC Offering Listing Document"	the listing document of the Company dated August 9, 2022 in relation to the SPAC Offering
"SPAC Share Issue Price"	HK$10.00 per SPAC Share, being the issue price per SPAC Share under the SPAC Offering

"SPAC Share(s)" or "Class A Share(s)"	the class A ordinary share(s) in the share capital of the SPAC with a par value of HK$0.0001 each before Share Re-designation
"SPAC Shareholder(s)" or "Class A Shareholder(s)"	the holder(s) of the SPAC Share(s)
"SPAC Warrant(s)"	the warrant(s) of the Company listed on the Stock Exchange which were issued to subscribers of the SPAC Shares pursuant to the SPAC Offering
"SPAC Warrantholder(s)"	the holder(s) of the SPAC Warrant(s)
"SPAC Warrantholder Meeting"	the meeting of the SPAC Warrantholders to be convened and held on Friday, October 25, 2024 to consider and, if appropriate, approve the Proposed Warrant Amendments
"SPAC Warrant Redemption"	the proposed redemption of all or part of the SPAC Warrants according to the election of the relevant SPAC Warrantholders for a consideration of HK$0.40 per SPAC Warrant, subject to the requisite approvals having been obtained and subject to Closing having occurred
"SPAC Warrant Redemption Election Form"	the form of election to be completed by Redeeming SPAC Warrantholders in order to elect to exercise their right for SPAC Warrant Redemption, dispatched to the SPAC Warrantholders together with the Warrantholder Meeting Circular and forms of proxy for the Warrantholder Meeting and the SPAC Warrantholder Meeting
"SPAC Warrant Redemption Election Period"	the election period for the SPAC Warrant Redemption which starts on the date of the notice of the EGM and will end at 5:00 p.m. on the Business Day immediately prior to the date of the EGM
"SPAC Warrant Redemption Price"	HK$0.40, the per-warrant price at which the Company will redeem the Redeeming SPAC Warrants
"Special Resolution"	a resolution passed by a majority of not less than two-thirds of the votes cast by such Shareholders as, being entitled so to do, vote in person or, where proxies are allowed, by proxy or, in the cases of Shareholders which are corporations, by their respective duly authorized representatives at a general meeting

"Stock Exchange" or "Hong Kong Stock Exchange"	The Stock Exchange of Hong Kong Limited
"subsidiary(ies)"	has the meaning ascribed to it under the Listing Rules
"substantial shareholder(s)"	has the meaning ascribed to it under the Listing Rules
"Successor Articles"	the second amended and restated articles of association of the Company proposed to be adopted at the EGM by a Supermajority Resolution, to be effective upon Listing, a summary of which is set out in "Appendix VI — Successor Memorandum and Articles"
"Successor Board"	the board of directors of the Successor Company
"Successor Company"	has the meaning ascribed to it under the Listing Rules and, where the context requires, refer to the Company upon and after the Closing
"Successor Company Shareholder(s)"	holder(s) of Successor Shares
"Successor Controlling Shareholders"	Alibaba, together with its wholly-owned subsidiaries Alibaba Singapore, Alibaba.com Holding Limited, Alibaba.com International (Cayman) Holding Limited, Alibaba.com Investment Holding Limited and Alibaba.com Limited, being the controlling shareholders of the Successor Company
"Successor Director(s)"	the director(s) of the Company after Closing
"Successor ESOP" or "Share Award Scheme"	the share award scheme, under which both RSUs and Options may be granted, proposed to be adopted by the Successor Company, the principal terms of which are set out in "Appendix VIII — Summary of Rules of the Successor ESOP"
"Successor Group"	the Successor Company and its subsidiaries as of the Closing, including their respective predecessors
"Successor Group Company"	a company in the Successor Group

"Successor Memorandum"	the second amended and restated memorandum of association of the Company proposed to be adopted at the EGM by a Supermajority Resolution, to be effective upon Listing, a summary of which is set out in "Appendix VI — Successor Memorandum and Articles"
"Successor Memorandum and Articles"	the Successor Memorandum and the Successor Articles
"Successor Promoter Warrant(s)"	the Promoter Warrant(s) from the Effective Time
"Successor Share(s)"	the ordinary share(s) in the share capital of the Successor Company with a par value of HK$0.0001 each after completion of the Share Re-designation
"Successor SPAC Warrant(s)"	the SPAC Warrant(s) from the Effective Time, which excludes the Redeeming SPAC Warrants
"Successor Warrant(s)"	the Successor SPAC Warrant(s) and the Successor Promoter Warrant(s)
"Supermajority Resolution"	a special resolution passed by a majority of not less than three-fourths of the votes cast by such Shareholders as, being entitled so to do, vote in person or, where proxies are allowed, by proxy or, in the cases of Shareholders which are corporations, by their respective duly authorized representatives at a general meeting
"Synagie Acquisition"	the acquisition of Synagie V2Y's digital solutions business by the Target Company pursuant to a sale and purchase agreement dated August 5, 2020 entered into between Synagie V2Y and the Target Company, details of which are set out in "History and Corporate Structure of the Target Group — Major Corporate Developments of the Target Group — Incorporation of the Target Company and the Synagie Acquisition"
"Synagie Indonesia"	PT Synagie eCommerce Indonesia, a company incorporated in Indonesia with limited liability on June 25, 2020 and a non-wholly owned subsidiary of the Target Company which is owned as to 99.6% by the Target Company and 0.4% by Ms. Zanetta Lee

"Synagie Malaysia"	Synagie Sdn. Bhd., a company incorporated in Malaysia with limited liability on July 17, 2017 and a wholly-owned subsidiary of the Target Company
"Synagie Philippines"	Synagie Inc., a company incorporated in the Philippines with limited liability on November 15, 2018 and a wholly-owned subsidiary of the Target Company
"Synagie Singapore"	Synagie Pte. Ltd. (formerly known as BTFL Pte. Ltd. before February 23, 2022), a company incorporation in Singapore with limited liability on November 28, 2014 and a wholly-owned subsidiary of the Target Company
"Synagie V2Y"	V2Y Corporation Ltd. (formerly known as Synagie Corporation Ltd. before November 12, 2020), a company incorporated in Singapore with limited liability on June 28, 2017 and the shares of which are listed on the Catalist of the SGX-ST
"Synagie Vietnam"	Synagie (Vietnam) Company Limited, a company incorporated in Vietnam with limited liability on December 6, 2018 and a wholly-owned subsidiary of the Target Company
"Takeovers Code"	the Code on Takeovers and Mergers of Hong Kong issued by the SFC, as amended or supplemented from time to time
"Target Company" or "Synagie"	Synagistics Pte. Ltd., a private company limited by shares incorporated in Singapore with limited liability on July 28, 2020
"Target Company Existing ESOP" or "Share Option and Award Scheme"	the share option and award scheme of the Target Company approved and adopted on May 20, 2022, as amended and restated on June 28, 2024 and September 20, 2024, the principal terms of which are set in "Appendix IX — Statutory and General Information — E. Share Option and Award Scheme of the Target Company"
"Target Company Founders"	Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee
"Target Company Founder Earn-out Agreement"	the agreement entered into on June 28, 2024 by the Company, the Target Company and the Target Company Founders, in relation to the grant of the Target Company Founder Earn-out Right to the Target Company Founders

"Target Company Founder Earn-out Right"	the right granted by the Company to the Target Company Founders to require the Successor Company to issue to the Target Company Founders the Target Company Founder Earn-out Shares subject to the terms and conditions of the Target Company Founder Earn-out Agreement, details of which are set out in "Letter from the Board — I. Target Company Founder Earn-out Right"
"Target Company Founder Earn-out Share(s)"	the new Successor Shares representing in aggregate up to 12% of the total number of Successor Shares in issue after Closing, which may be issued to the Target Company Founders pursuant to the exercise of the Target Company Founder Earn-out Right
"Target Company Majority Shareholder(s)"	Alibaba Singapore, Meranti, Metadrome and Venture Lab
"Target Company Majority Shareholder Lock-Up Agreements"	the lock-up agreements entered into on June 28, 2024 by the Target Company Majority Shareholder(s) and the Company in relation to the lock-up arrangement over the Successor Shares to be issued to such Target Company Majority Shareholder(s)
"Target Group"	the Target Company and each of its direct and indirect subsidiaries
"Track Record Period"	the period consisting of the three years ended December 31, 2023 and the four months ended April 30, 2024
"Transaction Price"	HK$10.0 per Successor Share, being the subscription price for the PIPE Shares and the Permitted Equity Financing Shares
"U.S. Securities Act"	the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder
"Unconditional Date"	the first business day on or by which all Conditions have been fulfilled or if permissible, waived (other than those Conditions that by their nature are to be satisfied at the Closing), or such later date as may be agreed in writing by the Company and the Target Company

"United States," "USA" or "U.S."	the United States of America, its territories and possessions, any state of the United States and the District of Columbia
"USD" or "US$"	U.S. dollars, the lawful currency of the United States
"Venture Lab"	Venture Lab Pte. Ltd., a company incorporated in Singapore with limited liability on July 29, 2020, which is wholly owned by Ms. Olive Tai
"Warrant Instrument"	the warrant instrument dated August 9, 2022 executed by the Company governing the terms of the Warrants
"Warrant(s)"	the SPAC Warrant(s) and the Promoter Warrant(s)
"Warrantholder(s)"	holder(s) of the Warrants
"Warrantholder Meeting"	the meeting of the Warrantholders to be convened and held on October 25, 2024 to consider and, if appropriate, approve the Proposed Warrant Amendments
"Warrantholder Meeting Circular"	the circular of the Company to the Warrantholders dated October 3, 2024 in respect of the Proposed Warrant Amendments which are to be considered and, if appropriate, approved at the Warrantholder Meeting and the SPAC Warrantholder Meeting

Certain amounts and percentage figures included in this circular were subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures preceding them.

Unless otherwise specified, certain amounts denominated in SGD and U.S. dollars have been translated into Hong Kong dollars at an exchange rate of SGD1 = HK$5.7846 and US$1 = HK$7.8202, respectively, in each case for illustrative purposes only and such conversions shall not be construed as representations that amounts in SGD and U.S. dollars were or could have been or could be converted into Hong Kong dollars and/or that amounts in Hong Kong dollars were or could have been or could be converted into SGD and U.S. dollars at such rate or any other exchange rates.

If there is any inconsistency between the English version of this circular and the Chinese translation of this circular, the English version of this circular shall prevail unless otherwise stated. However, if there is any inconsistency between the names of any of the entities mentioned in the English version of this circular that are not in the English language and are English translations, the names in their respective original languages shall prevail.

GLOSSARY OF TECHNICAL TERMS

In this circular, unless the context otherwise requires, explanations and definitions of certain terms used in this circular in connection with the Target Group and its business shall have the meanings set out below. The terms and their meanings may not correspond to standard industry meaning or usage of these terms.

"AI"	artificial intelligence, simulation of human intelligence processes by machines, especially computer systems
"algorithm"	a finite sequence of well-defined instructions, typically used to solve a class of specific problems or to perform a computation
"API"	application programming interface, a set of rules or protocols that enables software applications to communicate with each other to exchange data, features and functionality
"brand clients"	brands for which we provide digital solutions under our D2B business model
"brand partners"	brand clients and/or brand suppliers
"brand suppliers"	brands that are considered as our suppliers under our D2C business model, where we sell their products directly to consumers across various e-commerce channels under this model
"CAGR"	compound annual growth rate
"carbon neutral"	the state achieved when an entity that produces carbon emissions removes the same volume of carbon emissions from the Earth's atmosphere
"cloud"	a vast network of remote servers around the globe which are hooked together and meant to operate as a single ecosystem
"content marketing"	a marketing strategy used to attract, engage, and retain an audience by creating and sharing relevant articles, videos, and podcasts

"data-lake"	a centralized repository designed to store, process, and secure large amounts of structured, semi-structured, and unstructured data, which can store data in its native format and process any variety of it, ignoring size limits
"digital touchpoints"	online and mobile interactions where consumers engage with a business, including interactions across various commerce channels, such as online marketplaces and social media platforms, on different devices, from smartphones to tablets
"D2B"	direct-to-brands
"D2C"	direct-to-consumers
"ESG"	environmental, social, and governance
"e-commerce"	buying and selling of goods and services electronically over digital platforms
"harmonization"	the state where all elements that represents a brand's identity, such as its marketing materials and product content, are synced across all sales channels
"hyper-localization"	the practice of tailoring products, services, or content to meet the specific needs and preference of a very narrow, local audience
"IT"	information technology
"KOL"	key opinion leader, a type of influencer that can influence an audience's opinions and purchasing decisions
"live streaming and live selling platform"	an e-commerce channel where hosts broadcast live videos showcasing products or services while interacting with consumers in real-time

"performance marketing"	an approach to digital marketing or advertising where businesses only pay when a specific result occurs
"premium brand"	brands that an individual, company, product, or service generally perceived to have an elevated status, unique quality, or exceptional value in the eyes of its target market
"R&D"	research and development
"retargeting"	a cookie-based technology that displays custom advertisements to visitors who leave an online store without purchasing or performing another desired action
"SaaS"	software as a service
"Singles' Day 11.11 sale"	an online sales promotions event that falls on November 11 each year
"SKU"	stock keeping unit
"sq.m."	square meter
"targeted marketing"	a marketing strategy used to recognize and reach customers on any device more accurately by gathering customer data from both offline and online sources and using that rich profile
"URL"	uniform resource locator, a unique identifier used to locate a resource on the internet, also referred to as a web address
"12.12 sale"	an online sales promotions event that falls on December 12 each year

CORPORATE INFORMATION OF THE SUCCESSOR COMPANY

Registered office	Maples Corporate Services Limited PO Box 309, Ugland House Grand Cayman, KY1-1104 Cayman Islands
Headquarters and principal place of business in Singapore	38 Jalan Pemimpin #05-07 M38 Singapore 577178
Principal place of business in Hong Kong	Suites 4310-11 Tower One, Times Square 1 Matheson Street Causeway Bay Hong Kong
Successor Company's website	***www.synagie.com*** *(the information contained on this website does not form part of this circular)*
Company Secretary	**Mr. Lee Chung Shing** *(CPA of HKICPA, FCCA of ACCA)* 46/F, Hopewell Center 183 Queen's Road East Wan Chai Hong Kong
Authorized representatives	**Mr. LEE Shieh-Peen Clement (李敘平)** 14 Leedon Heights #11-19 Singapore 267936 **Ms. Phua Nan Chie (潘南琦)** 309 Upper East Coast Road Singapore 466446 *Alternative authorised representative* **Mr. Lee Chung Shing** 46/F, Hopewell Center 183 Queen's Road East Wan Chai Hong Kong

CORPORATE INFORMATION OF THE SUCCESSOR COMPANY

Audit Committee	Mr. Siek Wei Ting *(Chairperson)* Ms. Phua Nan Chie Mr. Andrew Chow Heng Cheong
Remuneration Committee	Mr. Andrew Chow Heng Cheong *(Chairperson)* Mr. Selva Bryan Ratnam Ms. Tai Ho Yan Olive
Nomination Committee	Mr. Lee Shieh-Peen Clement *(Chairperson)* Mr. Selva Bryan Ratnam Mr. Siek Wei Ting
Finance and Risk Committee	Ms. Phua Nan Chie *(Chairperson)* Mr. Lee Shieh-Peen Clement Mr. Andrew Chow Heng Cheong Mr. Selva Bryan Ratnam
Principal share registrar and transfer office	**Maples Fund Services (Cayman) Limited** PO Box 1093, Boundary Hall Cricket Square Grand Cayman, KY1-1102 Cayman Islands
Hong Kong Share Registrar	**Tricor Investor Services Limited** 17/F, Far East Finance Centre 16 Harcourt Road Hong Kong
Principal bank	**United Overseas Bank Limited** 80 Raffles Plaza UOB Plaza Singapore 048624
Compliance advisor	**Somerley Capital Limited** 20/F, China Building 29 Queen's Road Central Central Hong Kong

SUCCESSOR DIRECTORS

Name	Address	Nationality
Executive Successor Directors		
Mr. LEE Shieh-Peen Clement (李敘平)	14 Leedon Heights #11-19 Singapore 267936	Singaporean
Ms. TAI Ho Yan Olive (戴可欣)	28 Chiselhurst Grove Serangoon Garden Estate Singapore 558611	Australian
Non-executive Successor Directors		
Ms. Phua Nan Chie (潘南琦)	309 Upper East Coast Road Singapore 466446	Singaporean
Mr. CHONG Tian Taum (張天膽)	755 Pasir Ris Street 71 #12-136 Singapore 510755	Singaporean
Mr. JIN Qin (金沁)	371 Beach Road #14-05 Singapore 199597	Chinese
Independent non-executive Successor Directors		
Mr. Selva Bryan RATNAM	09-93 Moulmein Court 91 Moulmein Road Singapore 308078	Singaporean
Mr. CHOW Heng Cheong Andrew	7 Siglap Road #04-65 Singapore 488909	Malaysian
Mr. SIEK Wei Ting (謝威廷)	504 Choa Chu Kang Street 51 #04-167 Singapore 680504	Singaporean

For further information about the Successor Directors, see "Successor Directors and Senior Management of the Successor Company."

PARTIES INVOLVED IN THE DE-SPAC TRANSACTION

Promoters	**Dr. Chan Tak Lam Norman** Suites 4310-11 Tower One, Times Square 1 Matheson Street Causeway Bay Hong Kong **Ms. Tsang King Suen Katherine** Suites 4310-11 Tower One, Times Square 1 Matheson Street Causeway Bay Hong Kong **Max Giant Limited** Suites 4310-11 Tower One, Times Square 1 Matheson Street Causeway Bay Hong Kong
Joint Sponsors	**Haitong International Capital Limited** Suites 3001-3006 and 3015-3016 One International Finance Centre 1 Harbour View Street Central Hong Kong **CMB International Capital Limited** 45/F, Champion Tower 3 Garden Road Central Hong Kong
Sponsor-Overall Coordinators	**Haitong International Securities Company Limited** 22/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong

	CMB International Capital Limited 45/F, Champion Tower 3 Garden Road Central Hong Kong
Joint Global Coordinators	**Haitong International Securities Company Limited** 22/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong **CMB International Capital Limited** 45/F, Champion Tower 3 Garden Road Central Hong Kong
Joint Bookrunners and Joint Lead Managers	**Haitong International Securities Company Limited** 22/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong **CMB International Capital Limited** 45/F, Champion Tower 3 Garden Road Central Hong Kong **Goldlink Securities Limited** 28/F, Bank of East Asia Harbour View Centre 56 Gloucester Road Wanchai Hong Kong

	Golden Rich Securities Limited Room 2201B, 22/F, Tower 1 China Hong Kong City 33 Canton Road, Tsim Sha Tsui Kowloon Hong Kong **Leeds Securities Investment Limited** 2701–03, 27/F, Everbright Centre 108 Gloucester Road Wanchai Hong Kong
Co-Lead Manager	**DL Securities (HK) Limited** 21/F, DL Tower 92 Wellington Street Central Hong Kong
Independent Financial Advisor to the Independent Board Committee and the Independent Shareholders	**Altus Capital Limited** 21 Wing Wo Street Central Hong Kong
Legal Advisors to the Company	*As to the laws of Hong Kong and the United States:* **Sidley Austin** 39/F, Two International Finance Centre 8 Finance Street Central Hong Kong *As to the laws of the Cayman Islands:* **Maples and Calder (Hong Kong) LLP** 26/F, Central Plaza 18 Harbour Road Wanchai Hong Kong

Legal Advisors to the Target Company

As to the laws of Hong Kong and the United States:

Freshfields Bruckhaus Deringer
55th Floor, One Island East
Taikoo Place
Quarry Bay
Hong Kong

As to the laws of Singapore:

Rajah & Tann Singapore LLP
9 Straits View #06-07
Marina One West Tower
Singapore 018937

As to the laws of Malaysia:

Christopher & Lee Ong
Level 22, Axiata Tower
No. 9, Jalan Stesen Sentral 5
Kuala Lumpur Sentral
50470 Kuala Lumpur
Malaysia

As to the laws of the Philippines:

Romulo Mabanta Buenaventura Sayoc & de los Angeles
21st Floor, AIA Tower
8767 Paseo de Roxas
Makati City 1226
Philippines

As to the laws of Thailand:

Rajah & Tann (Thailand) Limited
973 President Tower, 12th Floor
Units 12A–12F, Ploenchit Road
Lumpini, Pathumwan, Bangkok 10330
Thailand

	As to the laws of Indonesia: **Assegaf Hamzah & Partners** Level 36 & 37, Capital Place, Jalan Jenderal Gatot Subroto Kav. 18 Jakarta 12710 Indonesia *As to the laws of Vietnam:* **Rajah & Tann LCT Lawyers** Saigon Centre, Tower 1, Level 13, Unit 2&3 65 Le Loi Blvd., Dist. 1, Ho Chi Minh City Vietnam
Legal Advisors to the Joint Sponsors and the Overall Coordinators	*As to Hong Kong law:* **Jingtian & Gongcheng LLP** Suites 3203-3207 32/F, Edinburgh Tower The Landmark 15 Queen's Road Central Hong Kong
Auditor of the Company	**KPMG** *Certified Public Accountants* *Public Interest Entity Auditor registered in accordance with the Accounting and Financial Reporting Council Ordinance* 8th Floor, Prince's Building 10 Chater Road Central Hong Kong
Reporting accountants of the Target Company	**Deloitte Touche Tohmatsu** *Certified Public Accountants* *Registered Public Interest Entity Auditor* 35/F, One Pacific Place 88 Queensway Hong Kong

Auditor of the Target Company	**Deloitte & Touche LLP** *Public Accountants and Chartered Accountants* 6 Shenton Way OUE Downtown 2 #33–00 Singapore 068809
Independent valuer	**Jones Lang LaSalle Corporate Appraisal and Advisory Limited** 7/F One Taikoo Place 979 King's Road Hong Kong
Industry Consultant	**China Insights Industry Consultancy Limited** 10F, Block B, Jing'an International Center 88 Puji Road Jing'an District Shanghai China

FORWARD-LOOKING STATEMENTS

This circular contains forward-looking statements. All statements other than statements of historical fact contained in this circular, including, without limitation:

(a) the discussions of business strategies, objectives and expectations regarding future operations, margins, profitability, liquidity and capital resources;

(b) any statements concerning the future development of, and trends and conditions in, the e-commerce industry and the digital solutions industry and the general economy of the countries in which the Successor Group operates or plans to operate;

(c) any statements concerning the ability of the Successor Group to control costs or raise adequate and timely funding;

(d) any statements concerning the nature of, and potential for, the future development of the business of the Successor Group; and

(e) any statements preceded by, followed by or that include words and expressions such as "expect," "believe," "plan," "intend," "estimate," "forecast," "project," "anticipate," "seek," "may," "will," "ought to," "would," "should" and "could" or similar words or statements,

as they relate to the Successor Group or its management, are forward-looking statements.

These statements are based on assumptions regarding present and future business, business strategies and the environment in which the Successor Group will operate. These forward-looking statements reflect the Target Group's current views as to future events and are not a guarantee of the future performance of the Successor Group. Forward-looking statements are subject to certain known and unknown risks, uncertainties and assumptions, including the risk factors described in "Risk Factors." Important factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements include, among other things, the following:

- developments in business strategies and business plans of the Successor Group;
- prevailing economic, industry and market conditions in which the Successor Group operate or into which the Successor Group expands;
- the ability of the Successor Group to maintain its presence in the markets;
- the relationships of the Successor Group with its customers and other business partners;

- developments of competitors and other competitive pressures within the industries in which the Successor Group operates;

- regulatory changes affecting, among other things, the e-commerce industry and the digital solutions industry, accounting standards and taxes;

- uncertainties relating to the future prospects, business development, results of operations and financial condition of the Successor Group; and

- changes in the future capital needs and capital expenditure plans of the Successor Group.

Subject to the requirements of applicable laws, rules and regulations, the Company and the Target Company do not have any obligation and undertakes no obligation, to update or otherwise revise the forward-looking statements in this circular, whether as a result of new information, future events or developments or otherwise. As a result of these and other risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this circular might not occur in the way the Company and/or the Target Company expect or at all. Accordingly, you should not place undue reliance on any forward-looking information. All forward-looking statements contained in this circular are qualified by reference to the cautionary statements set out in this section as well as the risks and uncertainties discussed in "Risk Factors." In this circular, statements of or references to the intentions of the Company, the Target Company or that of any of the Directors are made as of the date of this circular. Any of these intentions may change in light of future developments.

HK ACQUISITION CORPORATION
香港匯德收購公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 7841)

(Warrant Code: 4841)

Executive Directors:
Dr. Chan Tak Lam Norman
Ms. Tsang King Suen Katherine
Dr. Wong Shue Ngar Sheila
Mr. Tsang Hing Shun Thomas

Independent non-executive Directors:
Mr. Hui Chiu Chung
Mr. Wong See Ho
Prof. Tang Wai King Grace
Mr. Zhang Xiaowei

Registered office:
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Principal place of business in Hong Kong:
Suites 4310-11
Tower One, Times Square
1 Matheson Street
Causeway Bay
Hong Kong

October 3, 2024

To the Shareholders

Dear Sir or Madam,

(1) DE-SPAC TRANSACTION INVOLVING
(A) BUSINESS COMBINATION WITH SYNAGISTICS PTE. LTD.;
(B) VERY SUBSTANTIAL ACQUISITION, REVERSE TAKEOVER INVOLVING NEW LISTING APPLICATION AND CONNECTED TRANSACTION IN RELATION TO THE DE-SPAC TRANSACTION;
(C) PIPE INVESTMENTS;
(D) PERMITTED EQUITY FINANCING;
(E) GRANT OF PROMOTER EARN-OUT RIGHT; AND
(F) GRANT OF TARGET COMPANY FOUNDER EARN-OUT RIGHT;
(2) PROPOSED WARRANT AMENDMENTS AND SPAC WARRANT REDEMPTION;
(3) PROPOSED ADOPTION OF SUCCESSOR MEMORANDUM AND ARTICLES AND SHARE RE-DESIGNATION;
(4) PROPOSED APPOINTMENT OF SUCCESSOR DIRECTORS;
(5) PROPOSED APPOINTMENT OF AUDITOR OF THE SUCCESSOR COMPANY;
(6) PROPOSED ADOPTION OF THE SUCCESSOR ESOP;
(7) PROPOSED CHANGE OF COMPANY NAME OF THE SUCCESSOR COMPANY; AND
(8) NOTICE OF EXTRAORDINARY GENERAL MEETING

A. INTRODUCTION

Reference is made to the De-SPAC Announcement dated June 28, 2024 issued by the Company in relation to (i) the Business Combination Agreement entered into by the Company with the Target Company, namely Synagistics Pte. Ltd., and the Merger Sub in relation to the Merger, (ii) the PIPE Investment Agreements entered into by the Company with the Target Company and the PIPE Investors in relation to the PIPE Investments, (iii) the Promoter Earn-out and Lock-up Agreement entered into by the Company with the Promoters pursuant to which the Promoters have been granted the Promoter Earn-out Right, (iv) the Target Company Founder Earn-out Agreement entered into by the Company with the Target Company Founders pursuant to which the Target Company Founders have been granted the Target Company Founder Earn-out Right, and (v) the Target Company Majority Shareholder Lock-Up Agreements with the Target Company Majority Shareholders in relation to the lock-up arrangement over the Successor Shares to be issued to such Target Company Majority Shareholders, and the announcement dated September 20, 2024 issued by the Company in relation to (i) a novation and amendment agreement entered into by the Company with the Target Company, Oakwise Innovation Fund SPC — New Opportunity SP III and Oakwise Value Fund SPC — Greater China High Yield Income SP; (ii) a termination agreement entered into by the Company with the Target Company and Carnegie Hill Greater Bay Area Investment Co., Limited; and (iii) two PIPE Investment Agreements entered into by the Company with the Target Company, Dr. Lam Man Chan and Focus Profit Limited, in respect to updates on the PIPE Investments.

The purpose of this circular is to provide the Shareholders with, among other things, (i) further information on the De-SPAC Transaction (including the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any) and the Promoter Earn-out Right and the Target Company Founder Earn-out Right), the Target Group and other information as required to be disclosed under the Listing Rules; (ii) information on the adoption of the Successor Memorandum and Articles, the Share Re-designation, the appointment of the Successor Directors, the appointment of the auditor of the Successor Company, the adoption of the Successor ESOP and the change of company name of the Successor Company; (iii) information on the Proposed Warrant Amendments; (iv) details of the Share Redemption and the SPAC Warrant Redemption; and (v) information on the EGM.

B. OVERVIEW OF THE DE-SPAC TRANSACTION

On June 28, 2024, the Company entered into (i) the Business Combination Agreement with the Target Company, namely Synagistics Pte. Ltd., and the Merger Sub in relation to the Merger; (ii) the PIPE Investment Agreements with the Target Company and the PIPE Investors in relation to the PIPE Investments, (iii) the Promoter Earn-out and Lock-up Agreement with the Promoters pursuant to which the Promoters have been granted the Promoter Earn-out Right; (iv) the Target

Company Founder Earn-out Agreement with the Target Company Founders pursuant to which the Target Company Founders have been granted the Target Company Founder Earn-out Right; and (v) the Target Company Majority Shareholder Lock-Up Agreements with the Target Company Majority Shareholders in relation to the lock-up arrangement over the Successor Shares to be issued to such Target Company Majority Shareholders. On September 20, 2024, the Company further entered into (i) a novation and amendment agreement with the Target Company, Oakwise Innovation Fund SPC — New Opportunity SP III and Oakwise Value Fund SPC — Greater China High Yield Income SP; (ii) a termination agreement with the Target Company and Carnegie Hill Greater Bay Area Investment Co., Limited; and (iii) two PIPE Investment Agreements with the Target Company, Dr. Lam Man Chan and Focus Profit Limited, in respect of updates on the PIPE Investments.

The De-SPAC Transaction will result in (1) the business combination of the Company with the Target Group whereby the Target Group will become subsidiaries of the Company and (2) the listing of the Company as the Successor Company on the Stock Exchange.

The Target Group is a data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. The Target Group provides integrated digital solutions to its brand partners, where (1) under its direct-to-brands ("**D2B**") business model, it provides data-driven digital solutions to the brands covering all aspects of e-commerce, and (2) under its direct-to-consumer ("**D2C**") business model, it sells the brands' products to consumers directly. Further details of the Target Group are set out in "C. Information about the Target Group" below.

Pursuant to the terms of the Business Combination Agreement, the De-SPAC Transaction will be effected through the Merger of the Target Company and Merger Sub, following which the separate existence of Merger Sub shall cease and the Target Company shall be the surviving entity in the Merger and subsist under its existing name as an indirect wholly-owned subsidiary of the Successor Company. Details of the Business Combination Agreement are set out in "F. The Business Combination Agreement" below.

In connection with the De-SPAC Transaction, the Company will provide SPAC Shareholders with the opportunity to elect to redeem all or part of their holdings of SPAC Shares. See "J. Share Redemption" below for further details. The Company will also provide SPAC Warrantholders with the opportunity to elect to redeem all or part of their holdings of SPAC Warrants. Certain amendments will need to be made to the Warrant Instrument to provide for the SPAC Warrant Redemption. See "K. SPAC Warrant Redemption" below for further details.

Upon Closing, (i) Shareholders (other than the Redeeming SPAC Shareholders) will continue to be shareholders of the Successor Company; and (ii) Warrantholders (other than the Redeeming SPAC Warrantholders) will continue to be warrantholders of the Successor Company. Details of the effect of the De-SPAC Transaction on the shareholdings in the Successor Company are set out in "M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company" below.

The Company and the Target Company have entered into PIPE Investment Agreements with ten PIPE Investors. The gross proceeds from the PIPE Investments will be HK$551,240,000. See "G. PIPE Investments" below for further details.

In connection with the De-SPAC Transaction, (1) the Promoter Earn-out Right has been granted to the Promoters for the issue of the Promoter Earn-out Shares upon the satisfaction of certain conditions and (2) the Target Company Founder Earn-out Right has been granted to the Target Company Founders for the issue of the Target Company Founder Earn-out Shares upon the satisfaction of certain conditions. See "H. Promoter Earn-out Right" and "I. Target Company Founder Earn-out Right" below for further details.

The De-SPAC Transaction (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right, and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares) are subject to approval of the Shareholders at the EGM by ordinary resolution. The Promoters and their close associates will abstain from voting on the relevant resolutions as required by the Listing Rules. The De-SPAC Transaction will be conditional upon the resolutions on various matters being approved by the Shareholders. See "S. EGM, Warrantholder Meeting and SPAC Warrantholder Meeting" below for further details.

C. INFORMATION ABOUT THE TARGET GROUP

1. Description of principal business activities of the Target Group

The Target Group is a data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. The Target Group provides integrated digital solutions to its brand partners, where (1) under its D2B business model, it provides data-driven digital solutions to the brands covering all aspects of e-commerce, and (2) under its D2C business model, it sells the brands' products to consumers directly. The Target Group has built a data-driven digital solutions platform, the Synagie Platform, utilizing advanced technology that collects, analyzes and deploys large data sets to fulfil the needs of its brand partners and consumers. The Target Group had (1) provided services to over 600 brand partners, unifying their consumers'

experience across all major digital touchpoints under its D2B business model and (2) had enabled the sales of the brands' products to consumers in Southeast Asia across digital touchpoints, such as Lazada, under its D2C business model, by leveraging its large data-lake and real time analytics technology.

The Synagie Platform has provided unified and integrated solutions to streamline, enhance and transform traditional commerce practices for brands and provide a smooth e-commerce experience for consumers in Southeast Asia. The Target Group's and its brand partners' businesses cover various sectors, including the fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Its geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia. It has also been strategically expanding its global footprint in markets outside Southeast Asia, such as Hong Kong and Spain.

The Target Group has benefited from the rapidly evolving market opportunities in the e-commerce industry and the digital solutions industry in Southeast Asia, and has been able to capture market opportunities with its deep understanding of the needs of various types of brands as well as consumer trends. Its revenue increased from S$85.9 million (or HK$497.1 million) in 2021 to S$112.6 million (or HK$651.6 million) in 2022 and further to S$126.6 million (or HK$732.3 million) in 2023, representing a CAGR of 21.4%. In 2021, 2022 and 2023, it recorded gross profit of S$23.7 million (or HK$137.0 million), S$30.6 million (or HK$177.2 million) and S$31.7 million (or HK$183.6 million), respectively. For the same years, it recorded gross profit margin of 27.6%, 27.2% and 25.1%, respectively.

2. Information on the shareholders of the Target Company

The Target Group was founded in 2014 by the entrepreneurial Target Company Founders in Singapore, namely Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, each has over 15 years of experience and deep industry knowledge in retail, commerce and marketing. It is also backed by leading investors, including Alibaba, a global technology conglomerate specializing in e-commerce, cloud computing, digital media and entertainment, payment and financial services, and innovation initiatives, and Gobi Partners, a leading Asia-focused venture capital firm.

As of the date of this circular, the Target Company is owned as follows:

Shareholders of the Target Company	Number of shares in the Target Company	Shareholding
Ordinary Shares		
Metadrome[(1)]	154,927,049	20.75%
Venture Lab[(2)]	48,082,989	6.44%
Ms. Zanetta Lee	25,561,994	3.42%
Sub-total	228,572,032	30.61%
Preference Shares[(5)]		
Alibaba Singapore[(3)]	352,619,784	47.22%
Meranti[(4)]	165,600,000	22.17%
Sub-total	518,219,784	69.39%
Total	746,791,816	100%

Notes:

(1) Metadrome is a company incorporated in the BVI and is wholly and beneficially owned by Mr. Clement Lee.

(2) Venture Lab is a company incorporated in Singapore and is wholly owned by Ms. Olive Tai.

(3) Alibaba Singapore is a company incorporated in Singapore with limited liability and an indirect subsidiary of Alibaba Group Holding Limited, the shares of which are listed on the Stock Exchange (stock code: 9988).

(4) Meranti is a fund managed by Gobi Ventures ASEAN under Gobi Partners. Meranti has five limited partners. Save for Alibaba Investment Limited (a close associate of Alibaba Singapore, a controlling shareholder of the Target Company) which holds 44.56% of the partnership interest in Meranti, none of the other limited partners of Meranti holds more than 30% of the partnership interest in Meranti.

(5) The holders of preference shares shall have the same voting rights as the holders of ordinary shares and shall accordingly be entitled to vote on matters that holders of ordinary shares are entitled to vote on.

3. Financial information of the Target Group

Certain key financial information of the Target Group for 2021, 2022 and 2023 are set out below:

	For the year ended December 31,					
	2021		2022		2023	
	(S$'000)	*(HK$'000)[1]*	*(S$'000)*	*(HK$'000)[1]*	*(S$'000)*	*(HK$'000)[1]*
Revenue	85,933	497,088	112,647	651,618	126,595	732,301
Cost of sales	(62,257)	(360,132)	(82,008)	(474,383)	(94,851)	(548,675)
Gross profit	23,676	136,956	30,639	177,235	31,744	183,626
Loss before income tax	(11,814)	(68,339)	(13,760)	(79,596)	(18,000)	(104,123)
Loss for the year	(11,012)	(63,700)	(13,127)	(75,934)	(17,310)	(100,131)

Note:

(1) For illustration purpose only based on the exchange rate of S$1 to HK$5.7846.

See "Financial information of the Target Group" for more information.

D. INFORMATION ABOUT THE COMPANY

The Company is a special purpose acquisition company (or SPAC) incorporated for the purpose of conducting an acquisition of, or a business combination with, one or more companies or operating businesses.

The Company completed the SPAC Offering comprising 100,050,000 SPAC Shares at an issue price of HK$10.00 per SPAC Share and 50,025,000 SPAC Warrants on August 15, 2022. The Company is required to complete a de-SPAC transaction by August 15, 2025, being 36 months from the date of listing of the SPAC Shares and the SPAC Warrants on the Stock Exchange, unless an extension of up to six months is approved by an ordinary resolution of the SPAC Shareholders and granted by the Stock Exchange.

In the event of termination of the Business Combination Agreement (see "F. The Business Combination Agreement—1. Principal terms of the Business Combination Agreement—(i) Termination" below) and the De-SPAC Transaction is not completed within the required timeframe mentioned above, the Company's operations will be ceased and the trading of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be suspended, and within one month of the suspension, the Company will return the funds to all SPAC Shareholders the monies held in the SPAC Offering Escrow Account on a *pro rata* basis, for a per-Share amount equal to the amount

then held in the SPAC Offering Escrow Account (including interest and other income earned on the funds held therein which have not been previously authorized for release to pay the Company's expenses and taxes), divided by the number of the SPAC Shares then in issue and outstanding, which will be not less than HK$10.00 per SPAC Share (being the issue price of SPAC Shares in the SPAC Offering). Upon the completion of the return of funds, the SPAC Shares will be canceled and the SPAC Shares and the SPAC Warrants will be de-listed following the Stock Exchange's publication of an announcement notifying the cancellation of the listing. Thereafter, upon the approval of the remaining Shareholders, the Company may proceed to liquidate and dissolve, subject to the Company's obligations under Cayman Islands law to provide for claims of creditors and compliance with other statutory requirements.

E. REASONS FOR, AND BENEFITS OF, THE DE-SPAC TRANSACTION

As stated in the SPAC Offering Listing Document, the Company's mission is to generate attractive returns for its Shareholders by selecting a high-quality de-SPAC Target, negotiating favorable acquisition terms at an attractive valuation, and empowering the Successor Company to achieve substantial success after completion of the de-SPAC transaction. While the Company intends to focus on de-SPAC targets which are companies in the financial services and technology sectors that have competitive edges on sustainability and corporate governance and that have operations or prospective operations in the Greater China area, it is not limited to, and may pursue de-SPAC targets in, any industry or geography. The Company has taken into account this business strategy and selection criteria for identifying and evaluating prospective de-SPAC targets.

Having evaluated a number of potential target companies, the Company considers that the Target Company satisfies the above criteria and that it would be in the interests of the Company and the Shareholders to enter into the De-SPAC Transaction with the Target Company for the following reasons:

1. First mover in the digital solutions industry in Southeast Asia

The Target Group is a data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. It is also one of the first movers in the digital solutions industry in Southeast Asia, according to CIC, allowing the Target Group to establish long-term relationship with brands and major e-commerce channels in Southeast Asia. Its solutions and technological capabilities have been well recognized by major e-commerce channels.

2. Scalable, asset-light business model

The Target Group has strategically evolved to adopt an asset-light model across various aspects of its operations, which enables it to more easily improve its inventory management, scale its business, strengthen its ecosystem of partnerships, and drive revenue growth. Under its D2B business model where it does not have inventory, the Target Group provides cloud platform-based digital solutions to its brand clients in exchange for fixed fees and/or fee-per-sale, where it is paid a fee only when its solutions help generate sales for the brand clients. Under its D2C business model, where it sells brands' products directly to consumers across various e-commerce channels, it generally utilizes an on-demand inventory model. Under this model, the Target Group generally does not purchase product inventory from its brand suppliers and pay them ahead of its sales. Instead, it draws inventory on demand from the brands only after a consumer has confirmed an order. The Target Group generates revenue directly from such sales and then makes payment to the brands for purchases of their products only after such orders have been fulfilled.

By adopting an on-demand inventory model, the Target Group not only benefits from low inventory risk and reduced capital outlay for upfront inventory purchases but it has also been able to improve its cash flow position throughout the Track Record Period. In addition, its data-driven inventory management solutions facilitate the generation of useful inventory performance data to help brands forecast demand, identify selling trends and conduct demand-driven production planning.

3. Capable of benefiting from consumer premiumization in Southeast Asia

The Target Group is a major digital solutions provider in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. According to CIC, the market of mass-affluent consumers in Southeast Asia is a significantly underdeveloped market and is the next megamarket for commerce, particularly e-commerce. Southeast Asia's mass-affluent class represents consumers who have liquid assets of between US$100,000 and US$1 million, whose purchasing power has reached a level at which they tend to sharply increase spending on premium goods. As a multi-regional digital solutions provider in Southeast Asia, the Target Group will be well-positioned to enable its brand partners to capitalize on these consumer premiumization trends since it (i) has more resources, including financial, human and otherwise, to take advantage of such trend, (ii) is more capable of capitalizing on such market opportunities due to its strong service and technological capabilities and ample industry experiences and expertise, and (iii) has strong ties to market players, including brands and consumers.

4. Significant value to and partner of choice for brand owners

The Target Group is one of the few digital solutions providers that are able to provide end-to-end solutions to brands seeking to operate e-commerce businesses in Southeast Asia, which is fragmented and diverse in terms of languages, culture, and regulatory and tax systems, making it a high entry barrier for new entrants, according to CIC. It believes that it is well-positioned to develop and maintain existing relationships with brands and enterprises due to its track record of successful partnerships, commitment to protecting the interests of its brand partners, and its deep understanding of brand and consumer needs, as well as its experience in helping its brand partners navigate the market environment across Southeast Asia's fragmented and diverse e-commerce markets.

The Target Group focuses on brands with high willingness to pay, which are relatively more selective in their choice of digital solutions providers. Through its comprehensive suite of data-driven digital solutions, multi-regional coverage and all-touchpoints capabilities, it has empowered its brand partners to succeed in the Southeast Asia e-commerce market through efficient technology integration and effective strategic co-planning based on their specific needs. It constantly innovates its service offerings to adapt to changes in industry and consumer trends, which has kept its brand partners and itself at the forefront of the digital solutions industry in Southeast Asia.

5. Strong technology capabilities facilitating a unified and smooth consumer experience across all touchpoints

The Target Group's core robust technology stack, the Synagie Platform, is fully integrated and readily scalable to help brands adapt to evolving market trends and consumer behaviors. The Target Group's technologies are able to connect with the back-end systems of its brand partners, integrate their operations across consumer digital touchpoints, and collect and analyze data throughout consumers' e-commerce journey, including from passive viewing of pushed content, purchase transactions to post-purchase content sharing.

Over approximately ten years of operations across all the major e-commerce channels in Southeast Asia, the Target Group has collected and processed over one billion data points and accumulated a large data lake with a cloud-hosted data warehouse, allowing it to leverage flexible and extendible technologies. The Synagie Platform is the core of its technology offering that has helped brands manage all aspects of the e-commerce value chain from data analytics, customer engagement, commerce management, digital supply chain to environmental, social and governance management. It also offers data-driven digital marketing solutions, enabling the brands to generate targeted content and promotions, to help brands improve marketing precision and efficiency, acquire increased target traffic and conversion, and achieve better sales results.

6. Experienced management team backed by blue-chip investors

The Target Company Founders, namely Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, each has over 15 years of experience and deep industry knowledge in retail, commerce and marketing. Their expertise, together with the Target Group's key management team, has been instrumental in its growth and transformation into a multi-regional digital solutions provider in Southeast Asia. Under their leadership, the Target Group has established a unique scalable business model that can flexibly adapt to the evolving landscape of technology and gives it an advantage in its data analytics capabilities.

The Target Group also benefits from the support of reputable shareholders. Its controlling shareholder is Alibaba, the world's largest digital retail business in terms of GMV for the 12 months ended March 31, 2024, according to CIC, which has been actively expanding its e-commerce and logistics business across Southeast Asia. The Target Group is also backed by Gobi Partners, a leading Asia-focused venture capital firm, headquartered in Kuala Lumpur and Hong Kong with a particular focus on early to growth stage start-ups in emerging markets across North Asia, South Asia and Southeast Asia. The Target Group's blue-chip shareholder base is a testament to its capabilities and prospects.

Based on the above and having taken into account the terms of the Business Combination Agreement and the PIPE Investments; the potential terms of the Permitted Equity Financing (if any); the Promoter Earn-out Right; the Target Company Founder Earn-out Right; and other arrangements relating to the De-SPAC Transaction as set out below, the Directors consider that the terms of the De-SPAC Transaction are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

F. THE BUSINESS COMBINATION AGREEMENT

1. Principal terms of the Business Combination Agreement

The principal terms of the Business Combination Agreement are set out below:

(a) Date

June 28, 2024

(b) Parties

(i) the Company;

(ii) Merger Sub; and

(iii) the Target Company.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, the Target Company and its ultimate beneficial owners are third parties independent of the Company and its connected persons.

(c) Merger

Subject to the terms of the Business Combination Agreement and the satisfaction or express waiver of all of the conditions set forth in "—(e) Conditions to Closing" below:

(i) the Target Company and the Merger Sub shall execute and cause to be lodged with the Accounting and Corporate Regulatory Authority of Singapore, the Merger Proposal and the other documents relating to the Merger to make the Merger effective no later than the Effective Time;

(ii) as of the Effective Time, subject to the receipt of the notice of amalgamation issued by the Accounting and Corporate Regulatory Authority of Singapore confirming the Merger, the Merger Sub and the Target Company shall amalgamate and continue as one company, following which the separate corporate existence of Merger Sub shall cease, and the Target Company shall be the surviving corporation in the Merger and subsist under its existing name as a direct, wholly-owned subsidiary of BVI Co, which in turn remains a direct, wholly-owned subsidiary of the Company; and

(iii) at and after the Effective Time:

a. all the property, rights and privileges of each of the Merger Sub and the Target Company shall be transferred to and vest in the Target Company;

b. all the liabilities and obligations of each of the Merger Sub and the Target Company shall be transferred to and become the liabilities and obligations of the Target Company;

c. all proceedings pending by or against each of the Merger Sub and the Target Company may be continued by or against the Target Company;

d. any conviction, ruling, order or judgement in favor of or against each of the Merger Sub and the Target Company may be enforced by or against the Target Company; and

e. the shares and rights of the members in each of the Merger Sub and the Target Company shall be converted into the shares and rights provided for in the Merger Proposal.

(d) Effect of the Merger on the securities

(i) Exercise of all options under, and issue of ordinary shares in the Target Company, under the Target Company Existing ESOP

Subject to the requisite approval of the shareholders of the Target Company having been obtained, immediately prior to the Effective Time, (A) all outstanding options issued under the Target Company Existing ESOP will automatically be exercised on a cashless exercise basis (i.e. net of the exercise price payable), resulting in 33,850,000 ordinary shares in the Target Company being allotted and issued to the holders of such options in accordance with the Target Company Existing ESOP, and (B) all 53,926,868 bonus ordinary shares in the Target Company awarded to the Target Company Founders will be automatically allotted and issued in accordance with the Target Company Existing ESOP. These 87,776,868 ordinary shares in the Target Company which will be allotted and issued in accordance with the Target Company Existing ESOP will represent 10.52% of the total issued share capital of the Target Company upon completion of the issuance.

(ii) Conversion of the preference shares of the Target Company

Subject to the requisite approval of the shareholders of the Target Company having been obtained, no later than the Effective Time, and prior to the lodgment of the Merger Proposal and the other documents relating to the Merger with the Accounting and Corporate Regulatory Authority of Singapore, each preference share of the Target Company that is issued and outstanding immediately prior to such time shall convert into such number of ordinary shares of the Target Company as determined in accordance with the existing constitution of the Target Company.

(iii) Conversion of the Promoter Shares

Immediately prior to the Effective Time, each Promoter Share that is issued and outstanding as of such time shall automatically convert in accordance with the terms of the existing memorandum and articles of association of the Company into one Successor Share. All Promoter

Shares converted into Successor Shares shall no longer be issued and outstanding and shall cease to exist, and each holder of such Promoter Shares shall thereafter cease to have any rights with respect to such securities.

(iv) Conversion of each ordinary share of the Target Company to the Per Share Merger Consideration

At the Effective Time (and, for the avoidance of doubt, following the conversion of the preference shares of the Target Company described in (ii) above), by virtue of the Merger and without any further action on the part of any shareholder in the Target Company, each ordinary share of the Target Company that is issued and outstanding immediately prior to the Effective Time, shall be automatically canceled and converted into, and shall thereafter represent the right of each shareholder of the Target Company to receive, as consideration for such ordinary shares of the Target Company, the applicable Per Share Merger Consideration (formula as set out below), and in consideration of each ordinary share of the Target Company canceled and converted pursuant to this paragraph, the Company shall issue the Per Share Merger Consideration to the relevant shareholder of the Target Company.

The "**Per Share Merger Consideration**" means, with respect to each ordinary share of the Target Company held by a shareholder of the Target Company, issued and outstanding immediately prior to the Effective Time (on a fully diluted basis), the number of Successor Shares equal to such ordinary share of the Target Company multiplied by the following ratio:

$$\frac{\text{N / HK\$10.00}}{\text{A}}$$

Where:

N is the Negotiated Value of the Target Company, which is HK$3,500,000,000; and

A is the total number of the ordinary shares of the Target Company issued and outstanding as of immediately prior to the Effective Time (on a fully diluted basis). For illustrative purposes, A is calculated by adding (i) 228,572,032 ordinary shares of the Target Company issued and outstanding as at the date of the Business Combination Agreement, (ii) 518,219,784 ordinary shares of the Target Company to be issued upon the conversion of the preference shares of the Target Company, and (iii) 87,776,868 ordinary shares of the Target Company to be issued to the employees of the Target Group and the Target Company Founders under the Target Company Existing ESOP.

All of the ordinary shares of the Target Company converted into the right to receive the consideration as described above shall no longer be outstanding and shall cease to exist, and each holder of the ordinary shares of the Target Company shall thereafter cease to have any rights with respect to such securities, except the right to receive the applicable consideration as described above into which such ordinary share of the Target Company shall have been converted into in the Merger.

(v) Merger

At the Effective Time, by virtue of the Merger, each ordinary share of Merger Sub shall be automatically converted into one ordinary share of the Target Company and such share shall constitute the only outstanding share capital of the Target Company as of immediately following the Effective Time and accordingly, the BVI Co, a direct and wholly-owned subsidiary of the Company, shall become, pursuant to the Merger and the cancellation of the ordinary shares of the Target Company, the holder of the entire issued share capital of the Target Company.

(vi) Re-designation of SPAC Shares

At the Effective Time, the SPAC Shares which are already in existence prior to the Effective Time and not redeemed pursuant to the Share Redemption will be re-designated as Successor Shares and will continue to exist in full force and effect on the terms and conditions of the Successor Memorandum and Articles.

(vii) SPAC Warrants and Promoter Warrants

At the Effective Time, (i) the SPAC Warrants which are already in existence immediately prior to the Effective Time and not redeemed pursuant to the SPAC Warrant Redemption will continue to exist in full force and effect as warrants of the Successor Company (without the need of any conversion), and continue to be governed by the same terms and conditions of the SPAC Warrants under the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) in effect immediately prior to the Effective Time, and (ii) the Promoter Warrants which are already in existence immediately prior to the Effective Time will continue to exist in full force and effect as warrants of the Successor Company (without the need of any conversion), and continue to be governed by the same terms and conditions of the Promoter Warrants under the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) in effect immediately prior to the Effective Time.

See "M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company" below for details of the shareholding impact of the De-SPAC Transaction on the Shareholders.

(e) Conditions to Closing

(i) Conditions to the obligations of all parties

The obligations of each party to the Business Combination Agreement to consummate the transactions described therein shall be subject to the satisfaction, or written waiver (where permissible) by the Target Company and the Company jointly, of the following conditions:

a. Requisite regulatory approvals

All consents required to be obtained from or made with any governmental authority in order to consummate the transactions contemplated by the Business Combination Agreement shall have been obtained or made, including the lodgment of the Merger documents with the Accounting and Corporate Regulatory Authority of Singapore and issuance of the notice of the amalgamation by it in respect of the Merger, each in accordance with the Companies Act 1967 of Singapore.

b. Approval by the Stock Exchange

Approval shall have been granted by the Listing Committee of the Stock Exchange for the listing of, and the permission to deal in, the Successor Shares and the Successor SPAC Warrants on the Main Board of the Stock Exchange.

c. Approval by the Shareholders

The approval by the Shareholders shall have been obtained, in respect of (among other things) the transactions contemplated under the Business Combination Agreement, in accordance with the terms of the Business Combination Agreement, the existing memorandum and articles of association of the Company and the Cayman Islands Companies Act (as revised) of the Cayman Islands.

d. Merger objection

No objection to the Merger shall have been raised, or any such objection which has been raised shall have been addressed such that no member or creditor of the Target Company or Merger Sub, or other person to whom the Target Company or Merger Sub is under an obligation, shall have the ability to delay the Merger or cause the Merger not to be consummated.

e. No prohibitive law or order

No governmental authority shall have enacted, issued, promulgated, enforced or entered any law (whether temporary, preliminary or permanent) or order that is then in effect and which has the effect of making the transactions or agreements contemplated by the Business Combination Agreement illegal or which otherwise prevents or prohibits consummation of the transactions contemplated by the Business Combination Agreement.

f. Minimum PIPE amount

Aggregate amount of gross proceeds raised from the PIPE Investments shall be no less than HK$525,000,000.

(ii) Conditions to the obligations of the Company

In addition to the conditions specified in "—(i) Conditions to the obligations of all parties" above, the obligations of the Company to consummate the transactions contemplated by the Business Combination Agreement are subject to the satisfaction, or written waiver (where permissible) by the Company, of the following conditions:

a. Representations and warranties

Each of the fundamental warranties of the Target Company shall be true and correct and not misleading, in all material respects, as of the date of the Business Combination Agreement and as at immediately prior to Closing (except for such representations and warranties that are made by reference to a specified date, in which case, such representations and warranties shall be made as of such specified date). Each of the other warranties of the Target Company shall be true and correct and not misleading, as of the date of the Business Combination Agreement and as at immediately prior to Closing (except to the extent such representations and warranties expressly relate to an earlier date, which in such case, shall be true and correct on and as of such earlier date), except, in either case, where the failure of such representations and warranties to be true and correct and not misleading, would not have a material adverse effect on the Target Group (taken as a whole).

b. Agreements and covenants

The Target Company shall have performed in all material respects all of such party's obligations and complied in all material respects with all of its agreements and covenants under the Business Combination Agreement to be performed or complied with by it on or prior to the date of Closing.

c. No material adverse effect

No material adverse effect shall have occurred with respect to the Target Group (taken as a whole) since the date of the Business Combination Agreement and be continuing and uncured.

d. Approval by the shareholders of the Target Company

The requisite approval of the shareholders of the Target Company shall have been obtained in accordance with the terms of the Business Combination Agreement.

e. Closing certificates

The Company and the Merger Sub shall have received the certificates and documents required to be delivered by the Target Company at or prior to Closing pursuant to the Business Combination Agreement.

(iii) Conditions to the obligations of the Target Company

In addition to the conditions specified in "—(i) Conditions to the obligations of all parties" above, the obligations of the Target Company to consummate the transactions contemplated by the Business Combination Agreement are subject to the satisfaction, or written waiver (where permissible) by the Target Company, of the following conditions:

a. Representations and warranties

Each of the fundamental warranties of the Company shall be true and correct and not misleading, in all material respects, as of the date of the Business Combination Agreement and as at immediately prior to Closing (except for such representations and warranties that are made by reference to a specified date, in which case, such representations and warranties shall be made as of such specified date). Each of the other warranties of the Company shall be true and correct and not misleading, as of the date of the Business Combination Agreement and as at immediately prior to Closing (except to the extent such representations and warranties expressly relate to an earlier date, which in such case, shall be true and correct on and as of such earlier date), except, in either case, where the failure of such representations and warranties to be true and correct and not misleading, would not have a material adverse effect on the Company and its subsidiaries (taken as a whole).

b. Agreements and covenants

The Company shall have performed in all material respects all of the Company's obligations and complied in all material respects with all of the Company's agreements and covenants under the Business Combination Agreement to be performed or complied with by it on or prior to the date of Closing.

c. No material adverse effect

No material adverse effect shall have occurred with respect to the Company since the date of the Business Combination Agreement and be continuing and uncured.

d. Closing certificates

The Target Company shall have received the certificates and documents required to be delivered by the Company at or prior to Closing pursuant to the Business Combination Agreement.

(f) Pre-Closing obligations

Unless the Company shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), during the Interim Period, except as expressly contemplated by the Business Combination Agreement, the Target Company shall, and shall cause its subsidiaries to, (i) conduct their respective businesses, in all material respects, in the ordinary course of business, and (ii) comply in all material respects with all laws applicable to the Target Group and its respective businesses, assets and employees.

In addition, except (w) as contemplated by the terms of the Business Combination Agreement (including entry into a bridging loan as agreed) or any ancillary document, (x) for the purpose of implementing the transactions contemplated under the Business Combination Agreement and the ancillary documents (including in relation to any issue of ordinary shares of the Target Company as a result of exercise of the options issued under the Target Company Existing ESOP, the PIPE Investments and the Permitted Equity Financing), (y) as required by applicable laws or (z) to the extent deemed reasonably necessary by the Target Company, the incurrence of agreed common expenses or agreed transaction expenses by the Target Company or the financing of agreed common expenses or agreed transaction expenses incurred in connection with the transactions contemplated by the Business Combination Agreement, the Target Group will also be subject to certain restrictive covenants during the Interim Period, including, but not limited to, not (i) paying or setting aside any dividend or distribution, (ii) other than as permitted under the Business Combination Agreement, entering into, amending, waiving or assigning to a third party that is not in the Target Group any material right under, or terminating, any material contract to which the

Target Group is a party, (iii) waiving, releasing, assigning, settling or compromising any claim, action or proceeding, other than waivers, releases, assignments, settlements or compromises that involve only the payment of monetary damages not in excess of the agreed threshold, (iv) merging or consolidating with any business or any corporation other than in the ordinary course of business, (v) other than and excluding a bridging loan as agreed and any indebtedness incurred under any existing loan or working capital facilities of the Target Group in the ordinary course of business, incurring any additional liability exceeding the agreed amount, and (vi) making any loans to a third party not in the Target Group.

Unless the Target Company shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), during the Interim Period, except as expressly contemplated by the Business Combination Agreement, the Company shall, and shall cause BVI Co and Merger Sub to, (i) conduct their respective businesses, in all material respects, in the ordinary course of business, and (ii) comply with in all material respects with all laws applicable to the Company, BVI Co and Merger Sub and their respective businesses, assets and employees.

Except (x) as contemplated by the terms of the Business Combination Agreement or any other ancillary document, (y) to the extent reasonably necessary by the Company, the incurrence of agreed common expenses or agreed transaction expenses by the Company or the financing of agreed common expenses or agreed transaction expenses incurred in connection with the transactions contemplated by the Business Combination Agreement or (z) the incurrence of operating expenses by the Company in its ordinary course of business, the Company will be subject to certain restrictive covenants during the Interim Period including, but not limited to, not (i) modifying the SPAC Offering Escrow Agreement in any manner adverse to the Company, (ii) paying or setting aside any dividend or other distribution in respect of its shares or other equity interests, other than any payment or distribution pursuant to the Share Redemption or the SPAC Warrant Redemption, (iii) redeem, purchase or otherwise acquire or offer to acquire any of its securities, other than any redemption or purchase pursuant to the Share Redemption or the SPAC Warrant Redemption, (iv) incurring any indebtedness other than any operating expenses incurred in the ordinary course of business and (v) amending or entering into any contract or transaction with any affiliates (including, for avoidance of doubt, any of the Promoters or their affiliates).

(g) Permitted Equity Financing

During the Interim Period, the Company and the Target Company may:

(i) execute one or more permitted equity subscription agreements on substantially the same terms as the PIPE Investment Agreements with one or more Professional Investors; and/or

(ii) execute a placing agreement with one or more capital market intermediaries for the placement of Successor Shares at the price of HK$10.00 per Successor Share,

together for an aggregate subscription amount of up to HK$500 million, in each case, that would constitute a Permitted Equity Financing.

Details of any Permitted Equity Financing will be announced by the Company.

Each of the parties to the Business Combination Agreement shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by the agreements in connection with the Permitted Equity Financing.

(h) Lock-up undertakings

Pursuant to the Promoter Earn-out and Lock-up Agreement, Successor Shares held, or beneficially owned, by the Promoters will be subject to a lock-up period ending 12 months from the date of Closing, subject to certain exceptions (as may be permitted by the Listing Rules and/or the Stock Exchange) as set out under the Promoter Earn-out and Lock-up Agreement.

Pursuant to the Target Company Majority Shareholder Lock-up Agreements, Alibaba Singapore, Meranti, Metadrome and Venture Lab will be subject to a lock-up period of 12 months from the date of Closing on the Successor Shares issued to such Target Company Majority Shareholders at Closing, subject to certain exceptions as set out under the Target Company Majority Shareholder Lock-up Agreements.

(i) Termination

The Business Combination Agreement may be terminated at any time prior to Closing as follows:

(i) by mutual written consent of the Company and the Target Company;

(ii) by written notice by the Company or the Target Company if any of the conditions to Closing set forth in "—(e)(i) Conditions to the obligations of all parties" above have not been satisfied, or waived (where permissible) by the Target Company and the Company jointly, by the Longstop Date;

(iii) by written notice by the Company if any of the conditions to Closing set forth in "—(e)(ii) Conditions to the obligations of the Company" above have not been satisfied, or waived (where permissible) by the Company, by the Longstop Date; or

(iv) by written notice by the Target Company if any of the conditions to Closing set forth in "—(e)(iii) Conditions to the obligations of the Target Company" above have not been satisfied, or waived (where permissible) by the Target Company, by the Longstop Date.

In the event the Business Combination Agreement is terminated, the Business Combination Agreement shall forthwith become void, and there shall be no liability on the part of any party to the Business Combination Agreement or any of their respective representatives, and all rights and obligations of each party to the Business Combination Agreement shall cease, except: (A) if the Business Combination Agreement is terminated by reason of paragraphs (i) and (ii) above, the Company and the Target Company shall each be responsible for their own respective costs and expenses incurred in connection with the transaction and for their equal share of the agreed common expenses, (B) if the Business Combination Agreement is terminated by reason of paragraph (iii) above, the Target Company shall be responsible for the costs and expenses of both the Company and the Target Company incurred in connection with the transaction and for all the agreed common expenses and (C) if the Business Combination Agreement is terminated by reason of paragraph (iv) above, the Company shall be responsible for the costs and expenses of both the Target Company and the Company incurred in connection with the transaction and for all the agreed common expenses, or as otherwise set out in the Business Combination Agreement.

(j) Closing

Closing will occur on the date which is three (3) Business Days after the date on which all conditions set forth in "—(e) Conditions to Closing" above shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at Closing, but subject to the satisfaction or waiver thereof) or such other time and place as the Company and the Target Company may mutually agree in writing, and Closing will occur immediately upon completion of the transactions contemplated to take place immediately after the Effective Time, including, but not limited to, the transactions set out in "—(c) Merger" and "—(d) Effect of the Merger on the securities" above.

Subject to the satisfaction or express waiver of all of the conditions set forth in "—(e) Conditions to Closing" above, it is currently expected that Closing will take place on October 30, 2024.

2. Basis of the Negotiated Value of the Target Company

The Negotiated Value of the Target Company in the De-SPAC Transaction is HK$3,500,000,000, which represents the fair value of the Target Company and was determined after arm's length negotiations between the Company and the Target Company and with the PIPE Investors (who have undertaken independent due diligence on the Target Company) with reference to (i) the business development of the Target Group in recent years; (ii) the valuation conducted by Jones Lang LaSalle Corporate Appraisal and Advisory Limited; and (iii) the business prospects of the Target Group, as detailed below:

(i) Business development of the Target Group

The Target Group has benefited from the rapidly evolving market opportunities in the e-commerce industry and the digital solutions industry in Southeast Asia, and has been able to capture market opportunities with its deep understanding of the needs of various types of brands as well as consumer trends.

The Target Group has achieved a track record of successful omni-channel and multi-touchpoint expansion. Its revenue increased from S$85.9 million (or HK$497.1 million) in 2021 to S$112.6 million (or HK$651.6 million) in 2022 and further to S$126.6 million (or HK$732.3 million) in 2023, representing a CAGR of 21.4%. In 2021, 2022 and 2023, it recorded gross profit of S$23.7 million (or HK$137.0 million), S$30.6 million (or HK$177.2 million) and S$31.7 million (or HK$183.6 million), respectively. For the same years, it recorded gross profit margin of 27.6%, 27.2% and 25.1%, respectively.

(ii) Valuation by the Valuer by market approach

Jones Lang LaSalle Corporate Appraisal and Advisory Limited (the "**Valuer**") was appointed to provide an independent opinion of the market value of 100% of the equity interest in the Target Company in accordance with International Valuation Standards as at 31 May 2024 (the "**Valuation Date**"). A summary of the Valuation Report is set out below:

(a) Valuation methodology:

The Valuer adopted the market approach in conducting the valuation of 100% of the equity interest in the Target Company. The Valuer is of the view that the market approach is the most appropriate valuation approach as compared to cost approach or income approach for the following reasons:

- the cost approach is inappropriate as it does not directly incorporate information about the economic benefits contributed by the Target Group; and

- the income approach is inappropriate as this approach require detailed operational information and long-term financial projections of the Target Group but such information with substantial objective supporting data is not available.

- the market approach relies on comparable data from similar assets or companies in establishing a benchmark for valuation. Such approach captures the market sentiment and dynamics at a given point of time by taking into account factors such as market supply and demand, investor sentiment and market trends, and at the same time without relying on subjective inputs and assumptions. Hence, the market approach allows for an assessment of opinion of value of the subject asset that is responsive to changes in market conditions and provides a more relevant and objective valuation.

There are two common methods under the market approach, namely, guideline public company method and guideline transaction method. Guideline public company method requires identifying suitable guideline public companies and selection of appropriate trading multiples, while guideline transaction method makes reference to recent merger and acquisition transactions between unrelated parties and the ratio of transaction price to the target company's financial parameters.

The valuation of the market value of the 100% equity interest in Target Company was determined through the guideline public company method. The guideline transaction method is not adopted due to lack of recent market transactions with similar nature as the Target Company.

(b) Major assumptions of the valuation:

Assumptions considered to have significant sensitivity effects in determining the valuation have been evaluated in order to provide a more accurate and reasonable basis for arriving at the market value. The following key assumptions in determining the market value of the Target Company have been made by the Valuer:

- continuation of prudent and effective management policies over the period of time that is considered to be necessary in order to maintain the character and integrity of the assets valued;

- there will be no material change in the existing political, legal, technological, fiscal or economic conditions, which might adversely affect the business of the Target Group;

- the operational and contractual terms stipulated in the relevant contracts and agreements will be honored;

- the Target Group possesses all the operating licenses if required for its business;

- the accuracy of the financial and operational information such as management accounts and contractual agreements, provided by the Target Group;

- there are no hidden or unexpected conditions associated with the assets valued that might adversely affect the reported value; and

- no changes in market conditions after the Valuation Date.

(c) Key inputs of the valuation:

Selection of the multiple

The guideline public company method requires the research of comparable companies' benchmark multiples and selection of an appropriate multiple. The Valuer considered that the suitable pricing multiple in this valuation is the enterprise value-to-sales ("**EV/S**") multiple. Enterprise value is defined as the sum of the market value of ordinary equity, preferred equity (if any) and debts less cash and cash equivalents of the relevant company.

Selection basis of the comparable companies

In determining the market multiple, a list of comparable companies was identified by the Valuer. The selection criteria include the following:

- the comparable companies are publicly listed;

- the comparable companies are searchable in Capital IQ;

- the principal business locations of the comparable companies are in Asia;

- the comparable companies have a market capitalisation between US$100 million and US$1 billion;

- the comparable companies derive over 90% of their revenues from the same industry as the Target Group, i.e. provision of digital solutions for e-commerce business;

- the comparable companies with inventory turnover (inventory to sales ratio) lower than 8% (approximately 1 month of sales); and

- sufficient data, including the EV/Sales Multiples as at the Valuation Date of the comparable companies, is available.

Market comparable

Based on the abovementioned selection criteria, the Valuer had identified an exhaustive list of comparable companies satisfying the above criteria and selected four comparable companies.

The Valuer arrived at the valuation of the market value of 100% of the equity interest in the Target Company of approximately HK$3.65 billion after taking into account the median of 5.01 times EV/S multiples of the comparable companies based on the consolidated revenue of the Target Company for the year ended December 31, 2023.

(iii) Business prospects

According to CIC, the rapid adoption of the internet in Southeast Asia is leading to a growing user base for e-commerce, which is in turn boosting the digital solutions market in the region. The size of the e-commerce market in Southeast Asia has seen a significant increase, rising from US$23.0 billion in 2018 to US$139.0 billion in 2023, at a CAGR of 43.3%. This market is expected to continue expanding, reaching US$160.9 billion in 2024 and US$285.0 billion by 2028, at a CAGR of 15.4%. This projected growth presents abundant opportunities for the Target Company to capitalize on.

In addition, the Target Company is a prominent data-driven digital solutions provider in Southeast Asia. According to CIC, the Target Company was among the top ten digital solutions providers in the region with a market share of approximately 3.0% in terms of 2023 revenue, and one of the first movers in the Southeast Asian digital solutions industry, which has allowed it to establish a long-term relationship with brands and major e-commerce channels across the region.

The increase in the Negotiated Value of the Target Company of HK$3.5 billion, as compared with the consideration of S$61.7 million (or HK$356.9 million) under the Synagie Acquisition which was completed in November 2020, is mainly due to the growth in the market size, improvement in the financial performance and the development in the business operations of the Target Group as follows:

(a) *Growth in market size:* according to CIC, the size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023 and the size of the digital solutions market in Southeast Asia increased from US$0.1 billion in 2018 to US$0.7 billion in 2023, as COVID-19 pandemic has increased consumers' demand for a hassle-free and easy online shopping experience in Southeast Asia, and more global brands that have entered into the Southeast Asian market after 2020 have adopted digital solutions due to the complexity of the market;

(b) *Increase in revenue:* the Target Group experienced a rapid growth in its operations, and its revenue increased from S$16.3 million (unaudited) in 2019 to S$126.6 million in 2023, representing an increase of 676.7%;

(c) *Improvement of net loss position:* the net loss position of the Target Group improved since the Synagie Acquisition, with its net loss of the year/revenue ratio decreased from 52.3% (unaudited) in 2019 to 13.7% in 2023;

(d) *Geographical expansion:* the Target Group operated its business in five countries, namely Singapore, Malaysia, Vietnam, the Philippines and Thailand, in 2019, and has expanded its operations into Indonesia, Hong Kong and Spain since the Synagie Acquisition;

(e) *Increase in brand partners:* the number of active brand stores adopting the Target Group's digital solutions increased from more than 280 by the end of 2019 to 357 as of April 30, 2024; and

(f) *Expansion of service offerings:* the Target Group launched Synagie 2.0 in 2022, providing real-time big data visualization to brand partners. It also continues to develop service capabilities on multiple touchpoints. For example, in 2023, the Target Group launched live-streaming services for brands on short video platforms such as Tik Tok.

The funds raised from the SPAC Offering prior to any redemptions amounted to HK$1,000,500,000. For the purpose of Rule 18B.39 of the Listing Rules, 80% of such amount is HK$800,400,000 (the "**Benchmark Value**"). The Board and the Joint Sponsors are of the view that

the Target Company has a fair market value exceeding the Benchmark Value as of the date of the Business Combination Agreement on the basis that the Negotiated Value is greater than the Benchmark Value by 437.3%. Such Negotiated Value, having been determined after arm's length negotiations between the Company and the Target Company (after discussions with the PIPE Investors who have undertaken independent due diligence on the Target Company), provides support for the valuation of the Target Company and represents the fair market value of the Target Company.

In particular, the investments from Oakwise Value Fund SPC — Greater China High Yield Income SP, Celestial Link Limited and China Orient Enhanced Income Fund which in aggregate represent more than a majority (62.2%) of the PIPE Investment Amount, satisfy the relevant requirement under Rule 18B.42 of the Listing Rules that independent third party investment referred to in Rule 18B.41 of the Listing Rules must include significant investment from sophisticated investors. See "G. PIPE Investments — 4. Information on the PIPE Investors" below for details.

G. PIPE INVESTMENTS

The Company and the Target Company entered into PIPE Investment Agreements with ten PIPE Investors.

1. Principal terms of the PIPE Investment Agreements

(a) Subject Matter

Pursuant to the PIPE Investment Agreements, the PIPE Investors have conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, 55,124,000 PIPE Investment Shares for an aggregate subscription price of HK$551,240,000, or HK$10.00 per PIPE Investment Share.

The subscription price of each PIPE Investment Share of HK$10.00 represents: (1) a premium of 37.0% to the closing price of HK$7.30 per SPAC Share as quoted on the Stock Exchange on June 28, 2024, being the date of the PIPE Investment Agreements; and (2) a premium of 37.0% to the average closing price of HK$7.30 per SPAC Share as quoted on the Stock Exchange for the five (5) trading days immediately prior to the date of the PIPE Investment Agreements.

(b) Conditions Precedent

The obligations of each PIPE Investor and the Successor Company to consummate the PIPE Investments pursuant to the relevant PIPE Investment Agreements are subject to the satisfaction of the following conditions (or if applicable, waived by the PIPE Investor and/or the Successor Company in writing as applicable to the extent permitted by applicable law):

Conditions to obligations of all parties

(i) all of the approvals required to consummate the De-SPAC Transaction (including, but not limited to, the approval of the Shareholders and the approval granted by the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Successor Shares and the Successor SPAC Warrants) having been granted and such grant and permission not having been withdrawn and all of the conditions precedent to the closing of the Merger set forth in the Business Combination Agreement having been satisfied (or validly waived pursuant to the terms thereof);

(ii) no laws having been enacted or promulgated by any governmental authority which prohibits the consummation of the transactions contemplated in the PIPE Investment Agreements or the Business Combination Agreement and there having been no orders or injunctions from a court of competent jurisdiction in effect which preclude or prohibit consummation of such transactions;

Conditions to obligations of the PIPE Investors

(iii) the representations and warranties made by the Company and the Target Company in the respective PIPE Investment Agreements being true and correct in all respects at and as of the date of closing of the PIPE Investments (other than representations and warranties that speak as of an earlier date, in which case they shall have been true and correct in all respects as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Company or the Target Company (as applicable) to comply in all material respects with the terms of the respective PIPE Investment Agreements;

(iv) the Company and the Target Company having performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the respective PIPE Investment Agreement to be performed, satisfied or complied with by it at or prior to the closing of the PIPE Investments, except where the failure of such performance, satisfaction or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of the Company or the Target Company (as applicable) to consummate the closing of the PIPE Investments;

Conditions to obligations of the Successor Company

(v) the representations and warranties made by the PIPE Investors in the respective PIPE Investment Agreements being true and correct in all respects at and as of the date of closing of the PIPE Investments (other than representations and warranties that speak as of an earlier date, in which case they shall have been true and correct in all respects as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct would not reasonably be expected to prevent, materially delay, or materially impair the ability of the respective PIPE Investor to comply in all material respects with the terms of the respective PIPE Investment Agreements; and

(vi) the PIPE Investors having performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the respective PIPE Investment Agreement to be performed, satisfied or complied with by it at or prior to the closing of the PIPE Investments, except where the failure of such performance, satisfaction or compliance would not or would not reasonably be expected to prevent, materially delay, or materially impair the ability of the respective PIPE Investor to consummate the closing of the PIPE Investments.

(c) Closing

The PIPE Investors will subscribe for the PIPE Investment Shares contemporaneously with the closing of the Merger, at such time and in such manner as shall be determined by the Company and the Target Company.

Five PIPE Investors (being Mr. Tay Hua Sin, Broad Meadows Group Ltd, Mr. Seow Voon Ping, Mr. Chua Wei Jie Keith and Mr. Teo Quee Lam Eugene) had, prior to the entering into of their respective PIPE Investment Agreements, to demonstrate their commitment to participate in the PIPE Investments, entered into investment agreements (the "**Investment Agreements**") with the Target Company pursuant to which such PIPE Investors had provided an investment loan facility to the Target Company for an aggregate principal amount of S$10,600,000 (equivalent to HK$61.4 million (calculated based on the exchange rate of S$1 to HK$5.7878) in May 2024 and which further provided that such PIPE Investors could subscribe for shares as a PIPE investor where the Target Company participated in a de-SPAC transaction.

The rate of interest on the principal amount under the investment agreements is 1.25% per month, and the principal amount and the accrued interest will be repaid within 37 months from the respective date of the Investment Agreements. The Investment Agreements also provide that if the principal amount is repaid in full prior to the date falling nine months from the date of the investment agreements, the Target Company will pay to the investors an additional amount equal to the interest that would have accrued on the principal from the repayment date to the end of the

nine month period from the date of the investment agreements. Accordingly, the minimum amount which is owed by the Target Company to these PIPE Investors under the Investment Agreements is equal to aggregate principal amount and nine-month accrued interest, which amount to S$11,792,500 (equivalent to HK$68.3 million (calculated based on the exchange rate of S$1 to HK$5.7878). The respective Investment Agreements and PIPE Investment Agreements (which are on substantially the same terms as the PIPE Investment Agreements entered into by other PIPE Investors) of these PIPE Investors further provide that the amount of the investment loan facility provided by each of such PIPE Investors, together with nine-month accrued interest, is equal to the PIPE Investment Amount of each of such PIPE Investors. In respect of such PIPE Investors, their obligations to pay the PIPE Investment Amount in full for their subscribed PIPE Investment Shares under their respective PIPE Investment Agreements will be deemed to be satisfied upon the assignment of all the rights, title, interest and benefits in and under the aforesaid investment agreements, including to the principal and all accrued interest (regardless whether the closing will occur within nine months from the date of the investment agreements) owing by the Target Company to these PIPE Investors, effective upon closing of the PIPE Investments.

(d) Termination

If payment of the PIPE Investment Amount (whether in whole or in part) is not received or settled in the time and manner stipulated in the PIPE Investment Agreement entered into with any PIPE Investor, the Company and the Target Company reserve the right in their absolute discretion to terminate the relevant PIPE Investment Agreement.

Any PIPE Investment Agreement will also terminate upon the earliest to occur of:

(i) the mutual written agreement of each of the parties to terminate such PIPE Investment Agreement or for a certain PIPE Investor, by written notice given by either party to terminate such PIPE Investment Agreement;

(ii) such date and time as the Business Combination Agreement is validly terminated in accordance with its terms; or

(iii) 30 days after the Longstop Date, if the closing of the relevant PIPE Investment has not occurred by such date (other than as a result of a breach of the relevant PIPE Investor's obligations under such PIPE Investment Agreement) or for a certain PIPE Investor, if the closing of the relevant PIPE Investment has not occurred by 31 March 2025.

(e) Restrictions on PIPE Investors

Each PIPE Investor has agreed that:

(i) except with the prior written consent of the Company and the Target Company, the aggregate holding of each PIPE Investor and its respective close associates in the total issued share capital of the Successor Company will be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") at all times; and

(ii) other than the relevant PIPE Investment Agreements, each PIPE Investor will not enter into any other arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the Listing Guide or written guidance published by the applicable governmental authorities) with the Company, the Target Company, any of the respective Promoters or controlling shareholders of the Company or the Target Company, or any other member of the Successor Group or their respective affiliates, directors, officers, employees or agent in connection with the De-SPAC Transaction and the PIPE Investments.

2. PIPE Investment Amount

On June 28, 2024, the Company and the Target Company entered into nine PIPE Investment Agreements with nine PIPE Investors, pursuant to which the PIPE Investors conditionally agreed to subscribe for, and the Company conditionally agreed to issue, 60,124,000 PIPE Investment Shares for a subscription price of HK$601,240,000.

Pursuant to one of the aforesaid nine PIPE Investment Agreements, Oakwise Innovation Fund SPC — New Opportunity SP III agreed to subscribe for 16,000,000 PIPE Investment Shares for an aggregate subscription price of HK$160,000,000. On September 20, 2024, the Company, the Target Company, Oakwise Innovation Fund SPC — New Opportunity SP III and Oakwise Value Fund SPC — Greater China High Yield Income SP entered into a novation and amendment agreement, pursuant to which (i) Oakwise Innovation Fund SPC — New Opportunity SP III novated its rights and obligations under the respective PIPE Investment Agreement to Oakwise Value Fund SPC — Greater China High Yield Income SP and (ii) following the novation, the number of PIPE Investment Shares to be subscribed pursuant to the aforesaid PIPE Investment Agreement was amended to 4,000,000 PIPE Investment Shares for a subscription price of HK$40,000,000. Save and except for the aforesaid, all terms and conditions of the PIPE Investment Agreement among the Company, the Target Company and Oakwise Innovation Fund SPC — New Opportunity SP III (and following the novation, Oakwise Value Fund SPC — Greater China High Yield Income SP) remain unchanged and continue in full force and effect.

On September 20, 2024, the Company, the Target Company and Carnegie Hill Greater Bay Area Investment Co., Limited entered into a termination agreement, pursuant to which the respective PIPE Investment Agreement and all agreements and transactions contemplated thereunder (including the subscription by Carnegie Hill Greater Bay Area Investment Co., Limited of 7,000,000 PIPE Investment Shares for a subscription price of HK$70,000,000) was terminated with immediate effect.

On September 20, 2024, the Company and the Target Company entered into two PIPE Investment Agreements with Dr. Lam Man Chan and Focus Profit Limited, pursuant to which Dr. Lam Man Chan and Focus Profit Limited have conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, an aggregate of 14,000,000 Successor Shares at the aggregate subscription price of HK$140,000,000, or HK$10.00 per Successor Share.

See the announcements of the Company dated June 28, 2024 and September 20, 2024 for details.

Details of the respective PIPE Investment Amount for the subscription of PIPE Investment Shares by each PIPE Investor are set out below:

PIPE Investors	Number of PIPE Investment Shares	PIPE Investment Amount	PIPE Investment as to the Negotiated Value of the Target Company
Oakwise Value Fund SPC — Greater China High Yield Income SP	4,000,000	HK$40,000,000	1.14%
Celestial Link Limited	28,000,000	HK$280,000,000	8.00%
China Orient Enhanced Income Fund	2,300,000	HK$23,000,000	0.66%
Mr. Tay Hua Sin	4,507,000[(1)]	S$7,787,500 (or HK$45,070,000[(1)])	1.29%
Broad Meadows Group Ltd	837,000[(1)]	S$1,446,250 (or HK$8,370,000[(1)])	0.24%
Mr. Seow Voon Ping	643,500[(1)]	S$1,112,500 (or HK$6,435,000[(1)])	0.18%
Mr. Chua Wei Jie Keith	193,000[(1)]	S$333,750 (or HK$1,930,000[(1)])	0.06%
Mr. Teo Quee Lam Eugene	643,500[(1)]	S$1,112,500 (or HK$6,435,000[(1)])	0.18%
Dr. Lam Man Chan	10,000,000	HK$100,000,000	2.86%
Focus Profit Limited	4,000,000	HK$40,000,000	1.14%
Total	**55,124,000**	**HK$551,240,000**	**15.75%**

Note:

(1) Calculated based on the exchange rate of S$1 to HK$5.7878 and rounded down to the nearest thousand.

The PIPE Investment Amount for each PIPE Investment was determined after arm's length negotiations between the parties to the respective PIPE Investment Agreements taking into account the Negotiated Value of the Target Company of HK$3,500,000,000, the effect of the De-SPAC Transaction on shareholdings in the Successor Company, the development plans of the Target Company and its need for proceeds.

The PIPE Investment Amount is expected to be funded by the respective PIPE Investors by their own financial resources. Save as provided in "—1. Principal terms of the PIPE Investment Agreements—(c) Closing", at least three Business Days prior to the scheduled date of closing of the PIPE Investments, each PIPE Investor will deliver to the Company either (a) its respective PIPE Investment Amount, together with the applicable transaction fees and levies, in Hong Kong dollars by wire transfer to the bank account designated by the Company to be held in escrow until closing of the PIPE Investments, or (b) if permitted under the relevant PIPE Investment Agreement, written evidence (acceptable to the Company and the Target Company) showing that an irrevocable payment instruction or arrangement has been made by the respective PIPE Investor for the respective PIPE Investment Amount, together with the applicable transaction fees and levies, in Hong Kong dollars to be transferred to the bank account designated by the Company at or before the closing of the PIPE Investments, and in either case, in immediately available clear funds without any deduction or set-off.

3. Total funds raised

The total funds to be raised from the PIPE Investors are HK$551.2 million, representing 15.75% of the Negotiated Value of the Target Company, which satisfies the minimum independent third party investment requirement as required under Rule 18B.41 of the Listing Rules.

4. Information on the PIPE Investors

(a) Oakwise Value Fund SPC — Greater China High Yield Income SP

Oakwise Value Fund SPC — Greater China High Yield Income SP was registered in the Cayman Islands and is managed by Oakwise Capital Management Limited. Oakwise Capital Management Limited was incorporated in Hong Kong with limited liability and is licensed with the SFC to carry on business in Type 1 (dealing on securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO. As of the Latest Practicable Date, Oakwise Value Fund SPC — Greater China High Yield Income SP had more than 20 limited

partners, all of which are independent from the Company and the Target Company. Save for Guoxuan High-Tech (HK) Limited, which is a wholly-owned subsidiary of Gotion High-tech Co., Ltd. (a company specializing in power battery for new energy vehicles and the shares of which are listed on the Shenzhen Stock Exchange (stock code: 2074.SZ)) and holds more than 30% of the participating shares in Oakwise Value Fund SPC — Greater China High Yield Income SP, none of the limited partners hold more than 30% of the participating shares. As of December 31, 2023, assets under management of Oakwise Capital Management Limited exceeded HK$8 billion. As at the Latest Practicable Date, Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP, whose investment manager is also Oakwise Capital Management Limited, is the holder of 115,000 SPAC Shares, representing 0.09% of the number of issued SPAC Shares, and 57,500 SPAC Warrants.

(b) Celestial Link Limited

Celestial Link Limited is an indirect wholly-owned subsidiary of HKT Trust and HKT Limited, the jointly issued share stapled units of which are listed on the Main Board of the Stock Exchange (stock code: 6823). HKT Limited is an indirect non-wholly owned subsidiary of PCCW Limited, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 0008).

The principal activities of HKT Limited and its subsidiaries ("**HKT Limited Group**") are the provision of technology and telecommunications and related services including enterprise solutions, consumer mobile, total home solutions, healthtech services, media entertainment and other new businesses such as The Club's loyalty platform and HKT Financial Services. HKT Limited Group operates primarily in Hong Kong, and also serves customers in mainland China and other parts of the world. An executive committee of HKT Limited's board of directors, which is backed by financial, accounting, legal and other professionals, determines the HKT Limited Group's strategies, reviews trading performance, ensures adequate funding, examines major investments and monitors management performance. The chairman of such executive committee is a seasoned businessman who has a wide-ranging portfolio of tech-related investments, while the other members include HKT Limited's group managing director and its non-executive director, who have extensive financial and management experiences. Particular investments made by HKT Limited Group are also required to be approved by duly authorized sub-committees of the board of directors of HKT Limited. Members of the relevant sub-committees have extensive experience in investments and business, and are required to report regularly to the executive committee.

(c) China Orient Enhanced Income Fund

China Orient Enhanced Income Fund was registered in the Cayman Islands and is managed by China Orient International Asset Management Limited. China Orient International Asset Management Limited was incorporated in Hong Kong with limited liability and is licensed with the SFC to carry on business in Type 1 (dealing on securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO. China Orient International Fund Management Limited, a company incorporated in the Cayman Islands with limited liability, is the sole limited partner of China Orient Enhanced Income Fund. Both China Orient International Fund Management Limited and China Orient International Asset Management Limited are wholly-owned subsidiaries of China Orient Asset Management (International) Holding Limited. China Orient Asset Management (International) Holding Limited is ultimately controlled by the Ministry of Finance of the People's Republic of China. China Orient Asset Management (International) Holding Limited primarily engages in investments related to distressed assets, special opportunities, and primary and secondary markets. China Orient Asset Management (International) Holding Limited invests its own capital in cross-border opportunities and acts as a cross-border investment and asset manager providing services to both onshore and offshore clients. As at 31 December 2023, the total fund size of the funds managed by China Orient Asset Management (International) Holding Limited and its subsidiaries were HK$9.97 billion. As at the Latest Practicable Date, China Orient International Asset Management Limited is the holder of 1,150,000 SPAC Warrants.

(d) Mr. Tay Hua Sin

Mr Tay Hua Sin, a Singaporean, has more than 20 years of experience in the regional timber industry. He is the Executive Deputy Chairman of Eksons Corporation Berhad, a company which is principally engaged in plywood business, property development and investment holdings and the shares of which are listed on Bursa Malaysia (KLSE: EKSONS) and oversees its operations. As of March 31, 2024, the investment securities of Eksons Corporation Berhad amounted to MYR260.4 million (equivalent to HK$440.4 million).

(e) Broad Meadows Group Ltd

Broad Meadows Group Ltd is a company incorporated in the British Virgin Islands and is owned by Mr. Liu Kun Chen. Mr. Liu has more than 6 years experience in the timber industry, and has engaged in investments in developing market, including equity investment in a company engaged in the timber industry in Papua New Guinea.

(f) Mr. Seow Voon Ping

Mr. Seow Voon Ping is a financial investor with over 20 years of investment experience with investments ranging from equity, fixed income, funds and ETFs. Mr. Seow is the group managing director of Newfields Group a group of companies which provides advisory services, land and investment management, and oversees the group's direct investments, including healthcare business in China and new technology businesses in the United States. Newfields Group is also an equity partner in UOB Asset Management (Malaysia) Berhad, a subsidiary of United Overseas Bank Limited. Its total asset under management is in excess of MYR8 billion (equivalent to HK$13.7 billion).

(g) Mr. Chua Wei Jie Keith

Mr. Chua Wei Jie Keith is a young Singaporean investor who owns a property in Singapore. He also holds various personal investments in the form of bonds, equity and funds.

Mr. Chua Wei Jie Keith obtained a bachelor of arts degree in journalism from The University of Leeds in the United Kingdom in July 2020.

(h) Mr. Teo Quee Lam Eugene

Mr Teo Quee Lam Eugene is a financial investor in Singapore with over 15 years of investment experience. He is the co-founder and currently chief executive officer of Shorea Capital Shorea Capital is an investment and wealth management company headquartered in Singapore, specialising in real estate, public and private markets, and has asset under management of more than USD1 billion.

(i) Dr. Lam Man Chan

Dr. LAM Man Chan has over 30 years of management experience and in depth knowledge of the electronics industry. He is the founder and Chairman of China Castson 81 Finance Company Limited (中國鑄晨81金融有限公司), a company listed on the Stock Exchange (stock code: 0810). In 1994, Dr. Lam was granted the Young Industrialist Awards of Hong Kong. Dr. Lam was once a committee member of Guangdong Provincial Committee and Dongguan Regional Committee of the Chinese People's Political Consultative Conference ("**CPPCC**") respectively. He was also a standing committee member of Qingyuan Region Committee of the CPPCC.

(j) Focus Profit Limited

Focus Profit Limited is a limited company incorporated in Hong Kong and is an investment holding company wholly owned by Mr. Ng Kwok Wai. Mr. Ng has over 10 years of experience in investing in listed shares in Hong Kong.

As at the date of this circular, to the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, (i) each of the PIPE Investors and its ultimate beneficial owner(s) are third parties independent of the Company, the Target Company and their respective connected persons; (ii) each of the PIPE Investors satisfies the independence requirements as prescribed under Rules 18B.40 of the Listing Rules, which are consistent with those that apply to an independent financial adviser under Rule 13.84 of the Listing Rules, as at the dates on which the respective PIPE Investment Agreements or the Investment Agreements were entered into, whichever is earlier, being the dates on which they committed to participate in the PIPE Investments; (iii) each of the PIPE Investors is a Professional Investor; and (iv) Oakwise Value Fund SPC — Greater China High Yield Income SP, Celestial Link Limited and China Orient Enhanced Income Fund satisfy the qualification of sophisticated investors as prescribed by Chapter 2.4 of the Listing Guide and have in aggregate invested and committed a principal amount of HK$343.0 million, representing more than 50% of the value of the aggregate principal amount of the entire PIPE Investment as required under Listing Rule 18B.42 and Chapter 2.4 of the Listing Guide.

Among the PIPE Investors, Oakwise Value Fund SPC — Greater China High Yield Income SP is a close associate of an existing shareholder of the Company. The Successor Company has applied for, and the Stock Exchange has granted, waivers from strict compliance with the Listing Rules in respect of the subscription of the PIPE Investment Shares made by Oakwise Value Fund SPC — Greater China High Yield Income SP. See "Waivers from Strict Compliance with the Listing Rules — Waiver and Consent in Relation to PIPE Investments" for further information.

5. Reasons for the PIPE Investments

The Company considers that the PIPE Investments represent a good opportunity for the Successor Group to raise funds as the PIPE Investments will (i) provide immediate funding to enlarge and strengthen the Successor Company's capital base, (ii) provide support and validation for the Negotiated Value of the Target Company; and (iii) diversify the shareholder base of the Successor Company given that the PIPE Investors are Professional Investors who have experience in commercial valuation and the ability to assess the commercial viability of the Target Group's business based on their expertise and industry knowledge and operational experience. The

Company is of the view that, leveraging on the PIPE Investors' investment experience, the PIPE Investments will further raise the profile of the Successor Company and signify that such investors have confidence in the Successor Company's business and prospect.

Apart from the PIPE Investment, the Company has not conducted any equity fund raising activities in the 12 months immediately preceding the date of this circular.

6. Use of Proceeds

The gross proceeds from the PIPE Investments will be HK$551.2 million. The gross proceeds arising from the PIPE Investments, after deduction of fees, commissions and expenses will be used by the Successor Group for the following:

(a) approximately 29.7% will be used to expand the Successor Group's brand partner network and develop new commerce channels;

(b) approximately 28.2% will be used towards the Successor Group's growth through mergers and acquisitions, joint ventures, and strategic investments and alliance;

(c) approximately 19.4% will be used for repayment of certain loan notes and a bank loan;

(d) approximately 12.8% will be used to invest in and continue to adopt advanced technology and artificial intelligence (AI); and

(e) approximately 10.0% will be used for working capital and general corporate purposes.

Further details of the use of proceeds is set out in "Future Plans and Use of Proceeds".

H. PROMOTER EARN-OUT RIGHT

Pursuant to the Promoter Earn-out and Lock-up Agreement, the Company grants to the Promoters the right to receive 10,005,000 Promoter Earn-out Shares (being equal to 8% of the total number of shares of the Company in issue as at the date of its listing on 15 August 2022) (subject to the conditions and adjustment described below). The number of Promoter Earn-out Shares together with the number of Successor Shares that the Promoters will hold (or are entitled to receive upon conversion of the Promoter Shares) will not exceed 28% of the total number of Shares in issue as at the date of the Company's listing on 15 August 2022.

Pursuant to Note 1(f) to Rule 18B.29(1) of the Listing Rules, the Promoter Earn-out Right is subject to approval by ordinary resolution at the EGM with such earn-out right included in the resolution approving the De-SPAC Transaction, and the Promoters and their close associates cannot vote on the relevant ordinary resolution regarding the Promoter Earn-out Right.

The Promoter Earn-out Right will be triggered only if the volume weighted average price of the Successor Shares equals or exceeds HK$15.00 per Successor Share (the "**Promoter Earn-out Exercise Price**") for any 20 trading days within any 30-trading day period commencing six months after Closing and ending on the fifth anniversary of the date of Closing (the "**Promoter Earn-out Triggering Event**"). The Promoter Earn-out Right may only be exercised once.

The Promoter Earn-out Right, if exercised, will be exercised on a cashless basis and the Promoters shall not be required to deliver any payment to the Successor Company or otherwise pay any consideration for the issuance of the Promoter Earn-out Shares. The Successor Company will issue the Promoter Earn-out Shares to the Promoters (or such person or persons as designated by the Promoters) as soon as practicable, and in any event not later than five Business Days after the exercise date. The Promoter Earn-out Shares, if issued during the period commencing six months after Closing and ending 12 months after Closing, will be subject to disposal restrictions which ends on the date falling 12 months from the date of Closing.

The Promoter Earn-out Right, including the number of Promoter Earn-out Shares to be allotted and issued pursuant to the exercise of the Promoter Earn-out Right and the Promoter Earn-out Exercise Price, will be subject to adjustment for sub-division or consolidation of the Successor Shares provided that it will (i) not result in the Promoters being entitled to a higher proportion of Successor Shares than it was originally entitled as of the date of the listing of the Company (i.e. being no higher than 8% of the total number of shares of the Company in issue as at the date of its listing on 15 August 2022) and (ii) be in compliance with the Listing Rules.

The Promoter Earn-out Right will be canceled and become void if the De-SPAC Transaction is not completed.

I. TARGET COMPANY FOUNDER EARN-OUT RIGHT

Pursuant to the Target Company Founder Earn-out Agreement, the Company grants to the Target Company Founders the right to receive Target Company Founder Earn-out Shares representing in aggregate up to 12% of the total number of Successor Shares in issue immediately after Closing.

The Target Company Founder Earn-out Right is subject to approval by ordinary resolution at the EGM with such earn-out right included in the resolution approving the De-SPAC Transaction.

Subject to the satisfaction of the Target Company Founder Earn-out Triggering Events as described below, (i) assuming no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing, up to 42,564,128 Target Company Founder Earn-out Shares, 13,384,147 Target Company Founder Earn-out Shares and 7,674,104 Target Company Founder Earn-out Shares will be issued to Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee (the head of corporate development of the Target Company), respectively, or (ii) assuming all SPAC Shareholders elect to redeem their SPAC Shares and there is Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000, up to 34,652,394 Target Company Founder Earn-out Shares, 10,896,329 Target Company Founder Earn-out Shares and 6,247,657 Target Company Founder Earn-out Shares will be issued to Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, respectively.

The Target Company Founder Earn-out Right will be triggered only if the volume weighted average price of the Successor Shares equals or exceeds a price representing a: (a) 20% increase; (b) 30% increase; or (c) 50% increase, respectively, of the closing price of the Successor Shares on the Closing Date (the "**Target Company Founder Earn-out Base Price**"), for any 20 trading days within any 30-trading day period commencing twelve months after Closing and ending on the fifth anniversary of the Closing Date (the "**Target Company Founder Earn-out Triggering Events**").

The Target Company Founder Earn-out Triggering Events were determined following commercial negotiations between the Target Company and the Company with reference to the share price performance of the Successor Company following Closing as an appropriate incentivization structure for the Target Company Founders, who will continue to be the directors and members of the senior management of the Target Company, to drive the continuing development and growth of the Successor Company and to provide greater management stability for the operations of the Successor Company going forward.

Upon the satisfaction of the Target Company Founder Earn-out Triggering Event in limb (a), the Target Company Founders will have the right to receive Successor Shares equal to 3.5% of the total number of Successor Shares in issue immediately after Closing; in limb (b), the Target Company Founders will have the right to receive Successor Shares equal to 3.5% of the total number of Successor Shares in issue immediately after Closing; and in limb (c), the Target Company Founders will have the right to receive Successor Shares equal to 5% of the total number of Successor Shares in issue immediately after Closing.

For the avoidance of doubt, the right to receive Successor Shares upon satisfaction of each of the Target Company Founder Earn-out Triggering Events shall be on a rolling basis immediately following the satisfaction of each of the respective Target Company Founder Earn-out Triggering Events in limbs (a), (b) and (c). The Parties agree that if limb (b) is satisfied first (without satisfying limb (a)), the Target Company Founders will have a right to receive 7% of the total

Successor Shares in issue immediately after Closing, and if limb (c) is satisfied first (without satisfying limbs (a) and/or (b)), the Target Company Founders will have a right to receive 12% of the total Successor Shares in issue immediately after Closing.

The Target Company Founder Earn-out Right may only be exercised once for each Target Company Founder Earn-out Triggering Event.

The Target Earn-out Right, if exercised, will be exercised on a cashless basis and the Target Company Founders will not be required to deliver any payment to the Successor Company or otherwise pay any consideration for the issuance of the Target Company Founder Earn-out Shares. The Successor Company will issue the Target Company Founder Earn-out Shares to the Target Company Founders (or such person or persons as designated by them) as soon as practicable, and in any event not later than five Business Days after the relevant exercise date.

The Target Company Founder Earn-out Right, including the number of Target Company Founder Earn-out Shares to be allotted and issued pursuant to the exercise of the Target Company Founder Earn-out Right and the Target Company Founder Earn-out Base Price, will be subject to adjustment for sub-division or consolidation of the Successor Shares or other dilutive events.

The Target Company Founder Earn-out Right will be canceled and become void if the De-SPAC Transaction is not completed.

J. SHARE REDEMPTION

Prior to the EGM to approve the De-SPAC Transaction, the Company will provide the SPAC Shareholders with the opportunity to elect to redeem all or part of their holdings of SPAC Shares at a per-Share price, payable in cash, equal to the amount then held in the SPAC Offering Escrow Account (including interest and other income earned on the funds held therein which have not been previously authorized for release to pay the Company's expenses and taxes), as calculated as of two Business Days immediately prior to the Closing Date, divided by the number of SPAC Shares then in issue and outstanding, which will be not less than the issue price under the SPAC Offering, i.e. HK$10.00. As of the Latest Practicable Date, based on the expected Closing Date of Wednesday, October 30, 2024 and the De-SPAC Transaction expenses estimated by the Company, details of which are set out in "Overview of the De-SPAC Transaction — De-SPAC Transaction Expenses", upon release or approval for release of funds in the SPAC Offering Escrow Account to pay for the Company's expenses and taxes in accordance with the terms set forth in the Articles, there will not be any remaining interest available for distributing to the Redeeming SPAC Shareholders. Therefore, the total funds available for determination of the Share Redemption Price is estimated to be HK$1,000,500,000 (the "**Total Redemption Money**"). On this basis, the Share Redemption Price is estimated to be HK$10.00 per SPAC Share, which is calculated by dividing

the Total Redemption Money by 100,050,000 SPAC Shares, being the number of issued SPAC Shares as of the Latest Practicable Date. The Total Redemption Money and Share Redemption Price set out above are the latest practicable estimates for illustrative purpose only, and the actual amounts of the Total Redemption Money and the Share Redemption Price may differ from such estimates, which may be affected by factors including but not limited to the exact date of the Closing Date, changes in the interest rates earned on the monies held in the SPAC Offering Escrow Account and the further incurrence of currently unforeseeable but necessary De-SPAC Transaction expenses by the Company before the Closing Date. The Company will inform the SPAC Shareholders of such per-Share price by way of an announcement on the website of the Stock Exchange at ***www.hkexnews.hk*** and the Company's website at ***www.hkacquisition.com*** as soon as practicable when the redemption amount is confirmed on two Business Days immediately prior to the Closing Date.

SPAC Shareholders may elect to have all or part of their holdings of SPAC Shares redeemed without attending or voting at the EGM and, if they do vote they may still elect to redeem their SPAC Shares irrespective whether they vote for or against or abstain from voting on the De-SPAC Transaction at the EGM. The Share Redemption and payment of the Share Redemption Price to the Redeeming SPAC Shareholders will be completed within five Business Days following Closing.

The period to elect to redeem shall be the period starting on the date of notice of the EGM and ending on the date and time of commencement of the EGM. SPAC Shareholders seeking to exercise their right for Share Redemption should submit a Share Redemption Election Form accompanying this circular, duly completed and signed, to the Hong Kong Share Registrar, in which the names of such SPAC Shareholders are registered in the Company's Hong Kong register of members and the number of SPAC Shares to be redeemed shall be included, and deliver their Share certificates before the date and time of commencement of the EGM to the Hong Kong Share Registrar. The Share Redemption Election Form will also be published on the website of the Stock Exchange at ***www.hkexnews.hk*** and the Company's website at ***www.hkacquisition.com***. A Share Redemption election will not be accepted unless the election is accompanied by the delivery of the relevant number of SPAC Shares. SPAC Shareholders may request to redeem all or part of their SPAC Shares in one or more Share Redemption Election Forms, provided that the number of SPAC Shares which they elect to redeem in the Share Redemption Election Forms must not in aggregate exceed the number of SPAC Shares which were registered under the names of such SPAC Shareholders in the Company's Hong Kong register of members, which in such event, the Company will only earmark for redemption the number of SPAC Shares which were registered under the names of such SPAC Shareholders in the Company's Hong Kong register of members.

Further details of the election procedures is set out in "Important Notice to Shareholders and Warrantholders and Actions to be Taken" and the Share Redemption Election Form.

If the De-SPAC Transaction is not completed, the Company will not redeem any SPAC Shares and all Share Redemption requests will be canceled. Redeeming SPAC Shareholders are strongly recommended to vote FOR the resolution to be proposed at the EGM even if you choose to redeem all or some of SPAC Shares.

K. SPAC WARRANT REDEMPTION

It is proposed that the Company will provide SPAC Warrantholders with the opportunity to request the Company to redeem all or part of their holdings of SPAC Warrants for the SPAC Warrant Redemption Price of HK$0.40 for each Redeeming SPAC Warrant. The SPAC Warrant Redemption Price was determined by the Company based on a return rate of approximately 2% to the investors of the SPAC Offering who were issued the SPAC Warrants as part of their subscription of the SPAC Shares, taking into consideration the potential dilution impact of the Redeeming SPAC Warrants after the completion of the De-SPAC Transaction, and will be paid by the Successor Company.

Certain amendments will need to be made to the Warrant Instrument to provide for the SPAC Warrant Redemption. The amendments will provide the SPAC Warrantholders the right to request the Company to, subject to the completion of the De-SPAC Transaction, redeem all or part of their holdings of SPAC Warrants on the Closing Date by giving a notice for redemption to the Company at any time during the period commencing on the date of the notice of the EGM and ending on the business day immediately before the date of the EGM. Each Redeeming SPAC Warrant issued and outstanding immediately prior to the Effective Time will be deemed to be canceled and lapse in accordance with the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) and will thereafter represent only the right to be paid the SPAC Warrant Redemption Price, which will be paid by the Successor Company within five Business Days following Closing.

According to Rule 15.06 of the Listing Rules, any alterations in the terms of the Warrants after issue must be approved by the Stock Exchange, except where the alterations take effect automatically under the existing terms of such Warrants. The Company has applied to the Stock Exchange for, and the Stock Exchange has granted to the Company, the approval for the Proposed Warrant Amendments pursuant to Rule 15.06 of the Listing Rules. Further, the Proposed Warrant Amendments will be subject to the approval of the holders of at least 75% of all outstanding Warrants, and given that the Proposed Warrant Amendments will solely affect the terms of the SPAC Warrants, it will also require the approval of the holders of at least 75% of all outstanding SPAC Warrants. The Company will convene the Warrantholder Meeting for the Warrantholders and the SPAC Warrantholder Meeting for the SPAC Warrantholders to consider and, if thought fit, approve the Proposed Warrant Amendments.

The SPAC Warrant Redemption is conditional upon (a) the approval of the Stock Exchange of the Proposed Warrant Amendments; (b) the passing of the resolutions to approve the Proposed Warrant Amendments by the holders of at least 75% of all outstanding Warrants and by the holders of at least 75% of all outstanding SPAC Warrants; and (c) the completion of the De-SPAC Transaction.

If the conditions are satisfied, each Redeeming SPAC Warrant issued and outstanding immediately prior to the Effective Time will be deemed to be canceled and lapse in accordance with the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) and will thereafter represent only the right to be paid the SPAC Warrant Redemption Price. Other than the Redeeming SPAC Warrants, each SPAC Warrant, which will become the Successor SPAC Warrant upon Closing, will be exercisable on a cashless basis for one Successor Share per Successor SPAC Warrant at the warrant exercise price of HK$11.50. The ways in which the liquidity in the trading of the Successor SPAC Warrants following the listing of the Successor Company will be provided are set out in "M. Effect of the De-SPAC Transaction on shareholdings in the Successor Company — 5. Liquidity of Successor SPAC Warrants."

The terms of the Promoter Warrants remain unchanged and the Promoter Warrants are not subject to the SPAC Warrant Redemption. As disclosed in the SPAC Offering Listing Document, each whole Promoter Warrant shall be exercisable for one Successor Share at the exercise price of HK$11.50 per Successor Share, with such exercise to be conducted on a cashless basis only and subject to adjustment. The Promoter Warrants will be exercisable on the same terms as the SPAC Warrants during the period commencing on the first anniversary of the Closing Date and ending on the earliest of (a) the fifth anniversary of the Closing Date; (b) a de-listing of the Company; and (c) any liquidation and winding-up of the Company. In no event will a Promoter Warrant entitle its holder to receive more than 0.50 of a Successor Share per Warrant under a cashless exercise. The Promoter Warrants are not transferable to a person other than the relevant Promoter itself or any transferee which is a limited partnership, trust, private company or other vehicle which holds the Promoter Warrants on behalf of the relevant Promoter (provided that such arrangement does not result in a transfer of beneficial ownership of those Promoter Warrants to a person other than such Promoter to whom or whose holding company they were originally issued, unless a waiver is granted by the Stock Exchange and the transfer is approved by an ordinary resolution by the Shareholders at a general meeting (on which the Promoters and their close associates must abstain from voting). Save for the aforesaid, the terms of the Promoter Warrants are identical to those of the SPAC Warrants.

Based on the above, the requirements under the Rules 18B.30(2) and (3) of the Listing Rules can be fulfilled.

In the case where any SPAC Warrantholder who is a connected person of the Company elects to exercise its right for SPAC Warrant Redemption, the SPAC Warrant Redemption between the Company and such SPAC Warrantholder will constitute a connected transaction of the Company under Chapter 14A of the Listing Rules. The Company will comply with the relevant requirements under Chapter 14A of the Listing Rules as soon as practicable after it is aware that any SPAC Warrantholder who is a connected person has exercised its right for SPAC Warrant Redemption.

Further details of the SPAC Warrant Redemption are set out in "Important Notice to Shareholders and Warrantholders and Actions to be Taken" and the SPAC Warrant Redemption Election Form dispatched to the Warrantholders for the purpose of the notice of the Warrantholder Meeting and the SPAC Warrantholder Meeting. The Proposed Warrant Amendments proposed to be approved at the Warrantholder Meeting and the SPAC Warrantholder Meeting are set out in "Appendix VII — Proposed Warrant Amendments." The Warrantholder Meeting Circular (including a notice of the Warrantholder Meeting and a notice of the SPAC Warrantholder Meeting) together with the proxy forms for the Warrantholder Meeting and the SPAC Warrantholder Meeting and the SPAC Warrant Redemption Election Form have been separately dispatched to the Warrantholders. Warrantholders should refer to the Warrantholder Meeting Circular for details of the SPAC Warrant Redemption (including the procedures to exercise the right for SPAC Warrant Redemption and payment of the SPAC Warrant Redemption Price), the Warrantholder Meeting, the SPAC Warrantholder Meeting and actions to be taken.

L. OTHER ARRANGEMENTS

1. Permitted Equity Financing

From the date of the Business Combination Agreement until the Listing Date (the "**Pre-Closing Period**"), the Company and the Target Company may execute one or more permitted equity subscription agreements with one or more Professional Investors on substantially the same terms as the PIPE Investment Agreements and/or execute a placing agreement with the Overall Coordinators and/or one or more capital market intermediaries for the placement of Successor Shares at the price of HK$10.00 per Successor Share, together for an aggregate subscription amount of up to HK$500 million. The purpose of the Permitted Equity Financing is to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing.

Details of any Permitted Equity Financing will be announced by the Company. Each of the Company and the Target Company has agreed to use its commercially reasonable efforts to cooperate with each other in connection with the arrangement of any Permitted Equity Financing as may be reasonably requested by each other.

2. Proposed appointment of the Successor Directors

Immediately after the Closing, the Successor Board is expected to comprise the following eight Successor Directors:

(a) two executive Successor Directors designated by the Target Company, who will be Mr. Clement Lee and Ms. Olive Tai;

(b) three non-executive Successor Director designated by the Company, who will be Ms. Phua Nan Chie, Mr. Chong Tian Taum and Mr. Jin Qin; and

(c) three independent non-executive Successor Directors, who will be Mr. Selva Bryan Ratnam, Mr. Chow Andrew Heng Cheong and Mr. Siek Wei Ting.

Accordingly, all of the existing Directors, being Dr. Chan Tak Lam Norman, Ms. Tsang King Suen Katherine, Dr. Wong Shue Ngar Sheila, Mr. Tsang Hing Shun Thomas, Mr. Hui Chiu Chung, Mr. Wong See Ho, Prof. Tang Wai King Grace and Mr. Zhang Xiaowei, will resign as Directors, and an ordinary resolution will be proposed at the EGM for the appointment of Mr. Clement Lee, Ms. Olive Tai, Ms. Phua Nan Chie, Mr. Chong Tian Taum, Mr. Jin Qin, Mr. Selva Bryan Ratnam, Mr. Chow Andrew Heng Cheong and Mr. Siek Wei Ting as Successor Directors to be effective upon Closing.

Further details of the biographical information of the Successor Directors is set out in "Successor Directors and Senior Management of the Successor Company."

3. Proposed appointment of the auditor of the Successor Company

Deloitte & Touche LLP is currently the auditor of the Target Company, and is expected to continue to act as the auditor of the Successor Company after the Closing.

Accordingly, it is expected that the existing auditor of the Company, namely KPMG, will tender its resignation as auditor of the Company, and an ordinary resolution will be proposed at the EGM for the approval of Deloitte & Touche LLP as the auditor of the Successor Company, to be effective upon Closing.

4. Proposed adoption of the Successor Memorandum and Articles and the Share Re-designation

Since the Promoter Shares will be automatically converted into Successor Shares immediately prior to the Effective Time, there is no longer a need for the Successor Company to maintain two classes of Successor Shares in its share capital. Accordingly, the Company shall, subject to obtaining approval from the Shareholders at the EGM by way of a Supermajority Resolution, adopt the Successor Memorandum and Articles and approve the Share Re-designation to be effective upon Closing. The Successor Memorandum and Articles will provide for one single class of Successor Shares in the share capital of Successor Company, and the relevant provisions in relation to Promoter Shares will be deleted. The Successor Memorandum and Articles will also contain provisions which allow for the holding of virtual/hybrid general meetings and provide relevant procedures for electronic voting. The Successor Memorandum and Articles will conform with the requirements of the Listing Rules and the laws of the Cayman Islands.

Consequently, the SPAC Shares, which are currently Class A Shares, will be re-designated as ordinary shares and become the only class of Successor Shares in the share capital of the Successor Company.

The Successor Memorandum and Articles proposed to be adopted at the EGM is set out in "Appendix VI — Successor Memorandum and Articles" to this circular. Further details of the Share Re-designation is set out in "History and Corporate Structure of the Target Group—"Effect of Merger on the Shares of the Company and the Target Company".

5. Proposed adoption of the Successor ESOP

The Company proposes to, subject to obtaining approval from the Shareholders at the EGM by way of an ordinary resolution, adopt the Successor ESOP to be effective upon Closing.

The Successor ESOP is proposed to be adopted for the purpose of recruiting, retaining and motivating high caliber professionals such as employees, directors and service providers of the Successor Group by providing incentives or rewards to eligible participants who contribute to promoting the interests of the business and operations of the Successor Group. The terms of the Successor ESOP will comply with the requirements of Chapter 17 of the Listing Rules.

The summary of the rules of the Successor ESOP is set out in "Appendix VIII — Summary of Rules of the Successor ESOP" to this circular.

6. Proposed change of company name of the Successor Company

To align with the corporate image of the Target Group and better reflect with the business to be undertaken by the Successor Group after the Closing, the Board proposes to, subject to obtaining approval from the Shareholders at the EGM by way of a Special Resolution, change the English name of the Company from "HK Acquisition Corporation" to "Synagistics Limited", and the Chinese name of the Company from "香港匯德收購公司" to "獅騰控股有限公司", to be effective upon Closing.

M. EFFECT OF THE DE-SPAC TRANSACTION ON SHAREHOLDINGS IN THE SUCCESSOR COMPANY

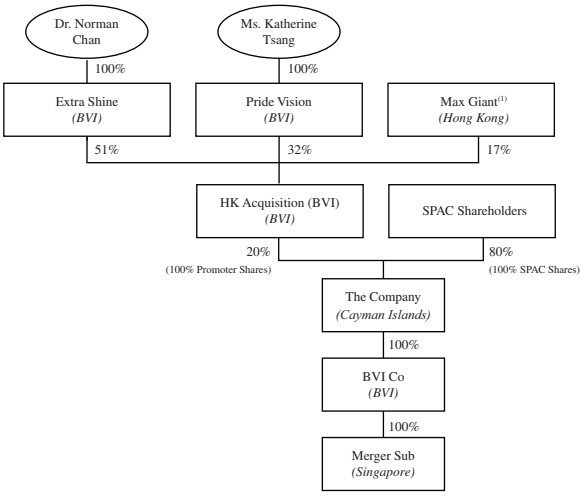
Immediately prior to the Effective Time, each Promoter Share will be automatically converted into one Successor Share in accordance with the terms of the existing memorandum and articles of association of the Company, and immediately following the Effective Time, each Redeeming SPAC Share will be automatically canceled and cease to exist in exchange for the right to receive a Share Redemption Price of not less than HK$10.00 per SPAC Share to be paid out of the monies held in the SPAC Offering Escrow Account.

SPAC Shareholders (excluding the Redeeming SPAC Shareholders) and Promoter Shareholders will continue to be shareholders of the Successor Company together with the PIPE Investors, investors of the Permitted Equity Financing (if any) and the existing shareholders of the Target Company.

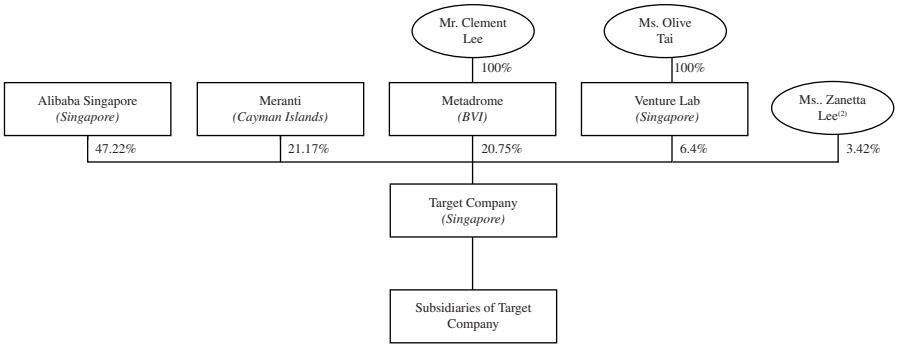
1. Corporate Structure

Simplified corporate structure charts of the Company and the Target Group immediately prior to the De-SPAC Transaction are set out below:

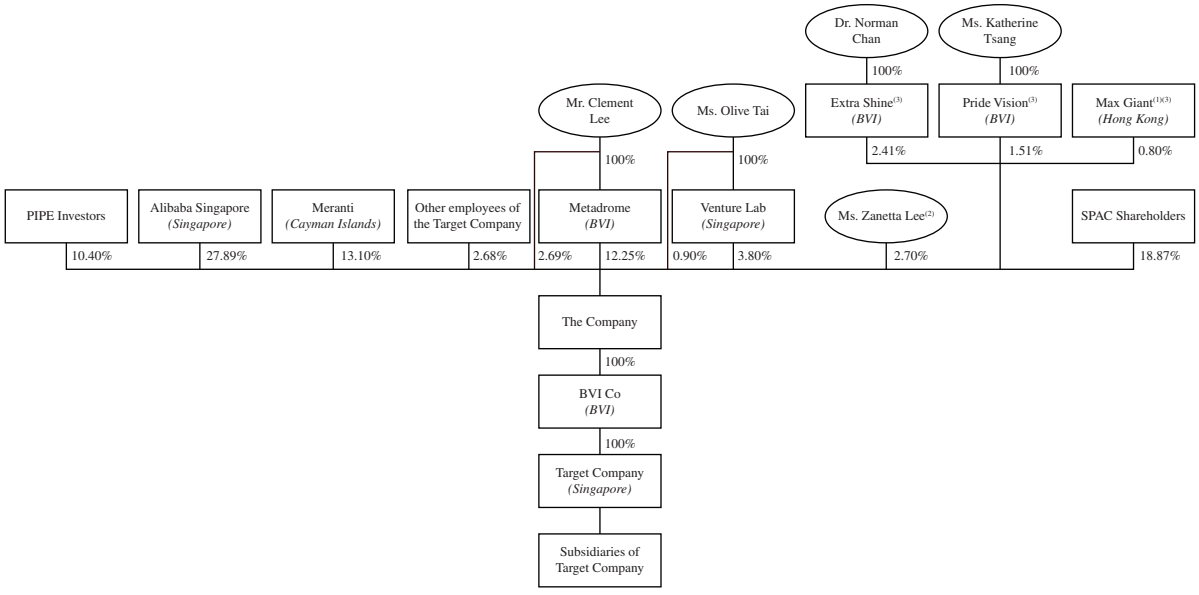
(a) The Company



(b) The Target Group



Simplified corporate structure chart of the Successor Group immediately upon Closing (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing and taking into account the 87,776,868 ordinary shares of the Target Company expected to be issued to the employees of the Target Group and the Target Company Founders under the Target Company Existing ESOP) is set out below:



Notes:

(1) Max Giant is wholly owned by Dr. Wong Shue Ngar Sheila (an executive Director and Chief Operating Officer of the Company).

(2) Ms. Zanetta Lee is the sister of Mr. Clement Lee.

(3) The Successor Shares converted from the Promoter Shares held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

2. Expected Shareholding in the Successor Company and Potential Dilution Effect of the De-SPAC Transaction

The expected shareholding in the Successor Company immediately after Closing, and taking into account the 87,776,868 ordinary shares of the Target Company expected to be issued to the employees of the Target Group and the Target Company Founders under the Target Company Existing ESOP, are set out below:

(a) Assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing

Shareholders of the Successor Company	Number of Successor Shares	Shareholding
Existing shareholders of the Target Company		
Alibaba Singapore[(1)]	147,881,087	27.89%
Meranti[(1)]	69,449,047	13.10%
Mr. Clement Lee[(1)]	79,260,454	14.95%
• *Through Metadrome*	*64,973,043*	*12.25%*
• *Directly*	*14,287,411*	*2.69%*
Ms. Olive Tai[(1)]	24,923,184	4.70%
• *Through Venture Lab*	*20,164,962*	*3.80%*
• *Directly*	*4,758,222*	*0.90%*
Ms. Zanetta Lee[(2)]	14,290,272	2.70%
Other employees of the Target Company[(2)]	14,195,956	2.68%
Sub-total	350,000,000	66.01%
PIPE Investors		
Oakwise Value Fund SPC — Greater China High Yield Income SP[(2)]	4,000,000	0.75%
Celestial Link Limited[(2)]	28,000,000	5.28%
China Orient Enhanced Income Fund[(2)]	2,300,000	0.43%
Mr. Tay Hua Sin[(2)]	4,507,000	0.85%
Broad Meadows Group Ltd[(2)]	837,000	0.16%
Mr. Seow Voon Ping[(2)]	643,500	0.12%
Mr. Teo Quee Lam Eugene[(2)]	643,500	0.12%
Mr. Chua Wei Jie Keith[(2)]	193,000	0.04%
Dr. Lam Man Chan[(2)]	10,000,000	1.89%
Focus Profit Limited[(2)]	4,000,000	0.75%
Sub-total	55,124,000	10.40%

Shareholders of the Successor Company	Number of Successor Shares	Shareholding
SPAC Shareholders	100,050,000	18.87%
Promoters[(3)]		
Extra Shine[(2)]	12,756,375	2.41%
Pride Vision[(2)]	8,004,000	1.51%
Max Giant[(2)]	4,252,125	0.80%
Total	530,186,500	100%

Notes:

(1) Immediately after Closing, the Successor Shares held by Alibaba Singapore, Meranti, Mr. Clement Lee (directly and through Metadrome) and Ms. Olive Tai (directly and through Venture Lab), representing 60.64% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing) of the total issued share capital of the Successor Company, will not be counted towards the public float. See "—3. Public float" for details.

(2) Immediately after Closing, the Successor Shares held by Ms. Zanetta Lee, other employees of the Target Group, the PIPE Investors, the SPAC Shareholders, Extra Shine, Pride Vision and Max Giant, representing 39.36% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing) of the total issued share capital of the Successor Company, will be counted towards the public float. See "—3. Public float" for details.

(3) The Successor Shares converted from the Promoter Shares and the Successor Promoter Warrants held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

(b) Assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000

Shareholders of the Successor Company	Number of Successor Shares	Shareholding
Existing shareholders of the Target Company		
Alibaba Singapore[1]	147,881,087	34.26%
Meranti[1]	69,449,047	16.09%
Mr. Clement Lee[1]	79,260,454	18.36%
• *Through Metadrome*	*64,973,043*	*15.05%*
• *Directly*	*14,287,411*	*3.31%*
Ms. Olive Tai[1]	24,923,184	5.77%
• *Through Venture Lab*	*20,164,962*	*4.67%*
• *Directly*	*4,758,222*	*1.10%*
Ms. Zanetta Lee[2]	14,290,272	3.31%
Other employees of the Target Company[2]	14,195,956	3.29%
Sub-total	350,000,000	81.09%
PIPE Investors		
Oakwise Value Fund SPC — Greater China High Yield Income SP[2]	4,000,000	0.93%
Celestial Link Limited[2]	28,000,000	6.49%
China Orient Enhanced Income Fund[2]	2,300,000	0.53%
Mr. Tay Hua Sin[2]	4,507,000	1.04%
Broad Meadows Group Ltd[2]	837,000	0.19%
Mr. Seow Voon Ping[2]	643,500	0.15%
Mr. Teo Quee Lam Eugene[2]	643,500	0.15%
Mr. Chua Wei Jie Keith[2]	193,000	0.04%
Dr. Lam Man Chan[2]	10,000,000	2.32%
Focus Profit Limited[2]	4,000,000	0.93%
Sub-total	55,124,000	12.77%
Permitted Equity Financing Investors[3]	1,500,000	0.35%
Promoters[4]		
Extra Shine[2]	12,756,375	2.96%
Pride Vision[2]	8,004,000	1.85%
Max Giant[2]	4,252,125	0.99%
Total	431,636,500	100%

Notes:

(1) Immediately after Closing, the Successor Shares held by Alibaba Singapore, Meranti, Mr. Clement Lee (directly and through Metadrome) and Ms. Olive Tai (directly and through Venture Lab), representing 74.49% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company, will not be counted towards the public float. See "—3. Public float" for details.

(2) Immediately after Closing, the Successor Shares held by Ms. Zanetta Lee, other employees of the Target Group, the PIPE Investors, the investors of the Permitted Equity Financing, the SPAC Shareholders, Extra Shine, Pride Vision and Max Giant, representing 25.51% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company, will be counted towards the public float. See "—3. Public float" for details.

(3) The Company will, after the conclusion of the EGM and based on the amount of Share Redemption, conduct the Permitted Equity Financing to the extent required so as to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing.

(4) The Successor Shares converted from the Promoter Shares and the Successor Promoter Warrants held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

(c) Assuming no redemption of the SPAC Shares and the SPAC Warrants, full exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing

Shareholders of the Successor Company	Number of Successor Shares	Shareholding
Existing shareholders of the Target Company		
Alibaba Singapore[1]	147,881,087	22.94%
Meranti[1]	69,449,047	10.78%
Mr. Clement Lee[1]	121,824,582	18.90%
• *Through Metadrome*	*64,973,043*	*10.08%*
• *Directly*	*56,851,539*	*8.82%*
Ms. Olive Tai[1]	38,307,331	5.94%
• *Through Venture Lab*	*20,164,962*	*3.13%*
• *Directly*	*18,142,369*	*2.81%*
Ms. Zanetta Lee[2]	21,964,376	3.41%
Other employees of the Target Company[2]	14,195,956	2.20%
Sub-total	413,622,380	64.17%
PIPE Investors		
Oakwise Value Fund SPC — Greater China High Yield Income SP[2, 4]	4,000,000	0.62%
Celestial Link Limited[2]	28,000,000	4.34%
China Orient Enhanced Income Fund[2, 4]	2,300,000	0.36%
Mr. Tay Hua Sin[2]	4,507,000	0.70%
Broad Meadows Group Ltd[2]	837,000	0.13%
Mr. Seow Voon Ping[2]	643,500	0.10%
Mr. Teo Quee Lam Eugene[2]	643,500	0.10%
Mr. Chua Wei Jie Keith[2]	193,000	0.03%
Dr. Lam Man Chan[2]	10,000,000	1.55%
Focus Profit Limited[2]	4,000,000	0.62%
Sub-total	55,124,000	8.55%
SPAC Shareholders[4]	100,050,000	15.52%
SPAC Warrantholders[4]	25,012,500	3.88%
Promoters[3]		
Extra Shine[2]	25,865,925	4.01%
Pride Vision[2]	16,229,600	2.52%
Max Giant[2]	8,621,975	1.34%
Total	644,526,380	100%

Notes:

(1) After Closing, the Successor Shares held by Alibaba Singapore, Meranti, Mr. Clement Lee (directly and through Metadrome) and Ms. Olive Tai (directly and through Venture Lab), representing 58.56% (assuming no redemption of the SPAC Shares and the SPAC Warrants, full exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing) of the total issued share capital of the Successor Company, will not be counted towards the public float. See "—3. Public float" for details.

(2) After Closing, the Successor Shares held by Ms. Zanetta Lee, other employees of the Target Group, the PIPE Investors, the investors of the Permitted Equity Financing, the SPAC Shareholders, Extra Shine, Pride Vision and Max Giant, representing 41.44% (assuming no redemption of the SPAC Shares and the SPAC Warrants, full exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing) of the total issued share capital of the Successor Company, will be counted towards the public float. See "—3. Public float" for details.

(3) The Successor Shares converted from the Promoter Shares and the Successor Promoter Warrants held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

(4) The number of Successor Shares held by Oakwise Value Fund SPC — Greater China High Yield Income SP does not include the 115,000 Successor Shares to be held by Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP and the Successor Shares which may be received by Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP as holder of 57,500 SPAC Warrants, which is instead included in the number of Successor Shares held by the SPAC Shareholders and the SPAC Warrantholders.

The number of Successor Shares held by China Orient Enhanced Income Fund does not include the Successor Shares which may be received by China Orient International Asset Management Limited as holder of 1,150,000 SPAC Warrants, which is instead included in the number of Successor Shares held by the SPAC Warrantholders.

The Successor SPAC Warrants may be exercised only during the period commencing on the 30th day after the Closing Date and ending on the date falling five years after the Closing Date. The Promoter Warrants will only be exercisable on the same terms as the SPAC Warrants during the period commencing on the first anniversary of the Closing Date and ending on the date falling five years after the Closing Date.

If the Successor SPAC Warrants and the Promoter Warrants are exercised in full, an aggregate of 40,712,500 Successor Shares will be issued, representing a maximum dilution impact of 7.68% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC Shareholders elect to redeem their SPAC Shares, no SPAC Warrantholders elect to redeem their SPAC Warrants, the Promoter Earn-out Right and the Target Company Founder Earn-out Right are not exercised and there is no Permitted Equity Financing.

The Promoter Earn-out Shares may only be issued commencing six months after Closing and subject to the satisfaction of certain conditions. Assuming no adjustments to the number of Promoter Earn-out Shares pursuant to the terms and conditions of the Promoter Earn-out and Lock-up Agreement and the Promoter Earn-out Shares are issued in full, an aggregate of 10,005,000 Successor Shares will be issued, representing a maximum dilution impact of 1.89% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC Shareholders elect to redeem their SPAC Shares, the Successor SPAC Warrants, the Promoter Warrants and the Target Company Founder Earn-out Right are not exercised and there is no Permitted Equity Financing. See "H. Promoter Earn-out Right" above for further details on the Promoter Earn-out Right.

The Target Company Founder Earn-out Shares may only be issued commencing 12 months after Closing and ending on the fifth anniversary of the Closing Date and subject to the satisfaction of certain conditions. Assuming no adjustments to the number of Target Company Founder Earn-out Shares pursuant to the terms and conditions of the Target Company Founder Earn-out and Lock-up Agreement and the Target Company Founder Earn-out Shares are issued in full, an aggregate of 63,622,380 Successor Shares will be issued, representing a maximum dilution impact of 12% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC Shareholders elect to redeem their SPAC Shares, the Successor SPAC Warrants, the Promoter Warrants and the Promoter Earn-out Right are not exercised and there is no Permitted Equity Financing. See "I. Target Company Founder Earn-out Right" above for further details on the Target Company Founder Earn-out Right.

(d) Assuming full redemption of the SPAC Shares, no redemption of the SPAC Warrants, full exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000

Shareholders of the Successor Company	Number of Successor Shares	Shareholding
Existing shareholders of the Target Company		
Alibaba Singapore[(1)]	147,881,087	27.69%
Meranti[(1)]	69,449,047	13.00%
Mr. Clement Lee[(1)]	113,912,848	21.33%
• *Through Metadrome*	*64,973,043*	*12.16%*
• *Directly*	*48,939,805*	*9.16%*
Ms. Olive Tai[(1)]	35,819,513	6.71%
• *Through Venture Lab*	*20,164,962*	*3.78%*
• *Directly*	*15,654,551*	*2.93%*
Ms. Zanetta Lee[(2)]	20,537,929	3.84%
Other employees of the Target Company[(2)]	14,195,956	2.66%
Sub-total	401,796,380	75.22%
PIPE Investors		
Oakwise Value Fund SPC — Greater China High Yield Income SP[(2), (4)]	4,000,000	0.75%
Celestial Link Limited[(2)]	28,000,000	5.24%
China Orient Enhanced Income Fund[(2), (4)]	2,300,000	0.43%
Mr. Tay Hua Sin[(2)]	4,507,000	0.84%
Broad Meadows Group Ltd[(2)]	837,000	0.16%
Mr. Seow Voon Ping[(2)]	643,500	0.12%
Mr. Teo Quee Lam Eugene[(2)]	643,500	0.12%
Mr. Chua Wei Jie Keith[(2)]	193,000	0.04%
Dr. Lam Man Chan[(2)]	10,000,000	1.87%
Focus Profit Limited[(2)]	4,000,000	0.75%
Sub-total	55,124,000	10.32%
Permitted Equity Financing Investors[(3)]	1,500,000	0.28%
SPAC Warrantholders[(4)]	25,012,500	4.68%
Promoters[(5)]		
Extra Shine[(2)]	25,865,925	4.84%
Pride Vision[(2)]	16,229,600	3.04%
Max Giant[(2)]	8,621,975	1.61%
Total	534,150,380	100%

Notes:

(1) After Closing, the Successor Shares held by Alibaba Singapore, Meranti, Mr. Clement Lee (directly and through Metadrome), Ms. Olive Tai (directly and through Venture Lab) and Max Giant, representing 68.72% (assuming full redemption of the SPAC Shares, no redemption of the SPAC Warrants, full exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company, will not be counted towards the public float. See "—3. Public float" for details.

(2) After Closing, the Successor Shares held by Ms. Zanetta Lee, other employees of the Target Group, the PIPE Investors, the investors of the Permitted Equity Financing, the SPAC Shareholders, Extra Shine, Pride Vision and Max Giant, representing 31.28% (assuming full redemption of the SPAC Shares, no redemption of the SPAC Warrants, full exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company, will be counted towards the public float. See "—3. Public float" for details.

(3) The Company will, after the conclusion of the EGM and based on the amount of Share Redemption, conduct the Permitted Equity Financing to the extent required so as to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing.

(4) The number of Successor Shares held by Oakwise Value Fund SPC — Greater China High Yield Income SP does not include the Successor Shares which may be received by Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP as holder of 57,500 SPAC Warrants, which is instead included in the number of Successor Shares held by the SPAC Warrantholders.

The number of Successor Shares held by China Orient Enhanced Income Fund does not include the Successor Shares which may be received by China Orient International Asset Management Limited as holder of 1,150,000 SPAC Warrants, which is instead included in the number of Successor Shares held by the SPAC Warrantholders.

(5) The Successor Shares converted from the Promoter Shares and the Successor Promoter Warrants held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

The Successor SPAC Warrants may be exercised only during the period commencing on the 30th day after the Closing Date and ending on the date falling five years after the Closing Date. The Promoter Warrants will only be exercisable on the same terms as the SPAC Warrants during the period commencing on the first anniversary of the Closing Date and ending on the date falling five years after the Closing Date.

If the Successor SPAC Warrants and the Promoter Warrants are exercised in full, an aggregate of 40,712,500 Successor Shares will be issued, representing a maximum dilution impact of 9.43% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC

Shareholders elect to redeem their SPAC Shares, no SPAC Warrantholders elect to redeem their SPAC Warrants, the Promoter Earn-out Right and the Target Company Founder Earn-out Right are not exercised and there is Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000.

The Promoter Earn-out Shares may only be issued commencing six months after Closing and subject to the satisfaction of certain conditions. Assuming no adjustments to the number of Promoter Earn-out Shares pursuant to the terms and conditions of the Promoter Earn-out and Lock-up Agreement and the Promoter Earn-out Shares are issued in full, an aggregate of 10,005,000 Successor Shares will be issued, representing a maximum dilution impact of 2.32% in the shareholding in the Successor Company immediately after Closing, assuming all SPAC Shareholders elect to redeem their SPAC Shares, the Successor SPAC Warrants, the Promoter Warrants and the Target Company Founder Earn-out Right are not exercised and there is Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000. See "H. Promoter Earn-out Right" above for further details on the Promoter Earn-out Right.

The Target Company Founder Earn-out Shares may only be issued commencing 12 months after Closing and ending on the fifth anniversary of the Closing Date and subject to the satisfaction of certain conditions. Assuming no adjustments to the number of Target Company Founder Earn-out Shares pursuant to the terms and conditions of the Target Company Founder Earn-out and Lock-up Agreement and the Target Company Founder Earn-out Shares are issued in full, an aggregate of 51,796,380 Successor Shares will be issued, representing a maximum dilution impact of 12% in the shareholding in the Successor Company immediately after Closing, assuming all SPAC Shareholders elect to redeem their SPAC Shares, the Successor SPAC Warrants, the Promoter Warrants and the Promoter Earn-out Right are not exercised and there is Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000. See "I. Target Company Founder Earn-out Right" above for further details on the Target Company Founder Earn-out Right.

3. Public float

Upon Closing, taking into account the 87,776,868 ordinary shares of the Target Company expected to be issued to the employees of the Target Group and the Target Company Founders under the Target Company Existing ESOP, among the existing shareholders of the Target Company, the following persons will become the core connected persons of the Successor Company:

(a) Alibaba Singapore, a controlling shareholder of the Successor Company, holding 27.89% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 34.26% (assuming full redemption of the SPAC Shares, no

exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company;

(b) Meranti, a substantial shareholder of the Successor Company, holding 13.10% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 16.09% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company;

(c) Mr. Clement Lee, a proposed executive Successor Director, directly and through Metadrome holding 14.95% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 18.36% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company; and

(d) Ms. Olive Tai, a proposed executive Successor Director, directly and through Venture Lab holding 4.70% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 5.77% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company.

Accordingly, immediately after Closing, the Successor Shares held by Alibaba Singapore, Meranti, Mr. Clement Lee (directly and through Metadrome) and Ms. Olive Tai (directly and through Venture Lab), representing 60.64% (assuming no redemption of the SPAC Shares, no

exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 74.49% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company, will not be counted towards the public float.

Except as stated above, Ms. Zanetta Lee, other employees of the Target Group, the PIPE Investors, the investors of the Permitted Equity Financing, the SPAC Shareholders, Extra Shine, Pride Vision and Max Giant will not be core connected persons of the Successor Company and will not be accustomed to taking instructions from the core connected persons in relation to the acquisition, disposal, voting or other disposition of the Successor Shares held or to be issued to them. The Successor Shares held by them will count towards the public float upon Closing.

Based on the above, the public float of the Successor Company immediately after Closing will be 39.36% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 25.51% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000).

Taking into account the Successor Shares that may be issued upon exercise of the Successor SPAC Warrants, the Promoter Warrants, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares, the public float of the Successor Company will be 41.44% (assuming no redemption of the SPAC Shares and the SPAC Warrants and no Permitted Equity Financing), or 31.28% (assuming full redemption of the SPAC Shares, no redemption of the SPAC Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000).

The Company will, after the conclusion of the EGM and based on the amount of Share Redemption, conduct the Permitted Equity Financing to the extent required so as to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing.

4. Trading arrangements after the De-SPAC Transaction

Prior to the Closing, the SPAC Shares are traded on the Stock Exchange in board lots of 115,000 Shares under the stock code of 7841 and the stock short name of "HK ACQ-Z" in English and "匯德收購-Z" in Chinese, and the SPAC Warrants are traded on the Stock Exchange in board lots of 57,500 SPAC Warrants under the warrant code of 4841 and the warrant short name of "HK ACQ Z25" in English and "匯德收購Z25" in Chinese. Following the Closing, with effect from 9:00 a.m. on the Listing Date, the board lots of the Successor Shares will be changed to 500 Successor Shares and will be traded on the Stock Exchange under the stock code of 2562 and the stock short name of "SYNAGISTICS" in English and "獅騰控股" in Chinese, while the board lots of the Successor SPAC Warrants will be changed to board lots of 11,500 Successor SPAC Warrants and will be traded on the Stock Exchange under the warrant code of 2461 and the warrant short name of "SYNAGISTICS W29" in English and "獅騰控股二九" in Chinese.

SPAC Shareholders and/or SPAC Warrantholders may submit existing SPAC Share certificates in board lot of 115,000 SPAC Shares each and/or SPAC Warrant certificates in board lot of 57,500 SPAC Warrants each to the Company's Hong Kong Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong in exchange for new Successor Share certificates in board lot of 500 Shares each and/or Successor SPAC Warrant certificates in board lot of 11,500 Successor SPAC Warrants each free of charge during business hours (i.e. 9:00 a.m. to 4:30 p.m.) from Monday, October 28, 2024 to Tuesday, December 3, 2024 (both days inclusive). After the expiry of such period, existing SPAC Share certificates and/or SPAC Warrant certificates will be accepted for exchange only on payment of a fee of HK$2.50 (or such higher amount as may from time to time be specified by the Stock Exchange) for new Successor Share certificates in board lot of 500 Shares each and/or Successor SPAC Warrant certificates in board lot of 11,500 Successor SPAC Warrants each issued or each existing SPAC Share certificate and/or SPAC Warrant certificate submitted, whichever number of SPAC Share certificate and/or SPAC Warrant certificate involved is higher.

It is expected that the new Successor Share certificates and/or Successor SPAC Warrant certificates will be available for collection from the Company's Hong Kong Share Registrar by the holders of Successor Shares and/or Successor SPAC Warrants within ten Business Days after delivery of the existing SPAC Share certificates and/or SPAC Warrant certificates to the Hong Kong Share Registrar for exchange purpose. In the case where the existing SPAC Share certificates and/or SPAC Warrant certificates are delivered to the Hong Kong Share Registrar during business hours (i.e. 9:00 a.m. to 4:30 p.m.) from Monday, October 28, 2024 to Tuesday, October 29, 2024 (both days inclusive), the new Successor Share certificates and/or Successor SPAC Warrant certificates will be available for collection from the Company's Hong Kong Share Registrar by the holders of Successor Shares and/or Successor SPAC Warrants on Wednesday, October 30, 2024.

The new Successor Share certificates and/or Successor SPAC Warrant certificates will be in white color in order to distinguish them from the existing SPAC Share certificates in yellow color and existing SPAC Warrant certificates in green color.

The Closing and the change of company name from "HK Acquisition Corporation" in English and "香港匯德收購公司" in Chinese to "Synagistics Limited" in English and "獅騰控股有限公司" in Chinese will not affect any rights of the existing SPAC Shareholders (other than the Redeeming SPAC Shareholders) who will remain as the shareholders of the Successor Company and the existing share certificates of the SPAC Shares in issue bearing the existing name of the Company before the change of name becoming effective will continue to be valid evidence of legal title for the Successor Shares and be valid for delivery, trading, settlement and registration purposes. The Closing and the change of company name will also not affect any rights of the existing SPAC Warrantholders (other than the Redeeming SPAC Warrantholders) who will remain as the warrantholders of the Successor Company and the existing warrant certificates of the SPAC Warrants in issue bearing the existing name of the Company before the change of name becoming effective continue to be valid evidence of legal title of the Successor SPAC Warrants and be valid for delivery, trading, settlement and registration purposes.

Following the Closing, the certificates of the Successor Shares and the Successor SPAC Warrants will only be issued in the new name of the Successor Company and the Successor Shares and the Successor SPAC Warrants will be traded on the Stock Exchange under the new name of the Successor Company. The Successor Company will attend to the necessary filings with the Registrar of Companies in the Cayman Islands and Hong Kong after the change of name becoming effective and will promptly update the Shareholders, the Warrantholders and the Stock Exchange as and when appropriate in this regard.

5. Liquidity of Successor SPAC Warrants

The ways in which the liquidity in the trading of the Successor SPAC Warrants following the listing of the Successor Company will be provided are as follows:

(a) **Smaller board lot size:** The SPAC Warrants are traded in board lots of 57,500, whereas the Successor SPAC Warrants will be traded in board lots of 11,500. The lower monetary value of each board lot as a result of the smaller board lot size will incentivize Successor SPAC Warrantholders to trade the Successor SPAC Warrants more frequently which should result in greater trading liquidity in the Successor SPAC Warrants.

(b) **Broader investor base:** The SPAC Warrants are only transferrable to Professional Investors pursuant to the terms and conditions of the SPAC Warrants, whereas, subject to the approval of the Proposed Warrant Amendments by the Warrantholders and the SPAC Warrantholders, the Successor SPAC Warrants can be traded by all public investors including retail investors, thereby providing a broader investor base for the Successor SPAC Warrants.

(c) **Wider eligibility of Exchange Participants:** Only a limited number of intermediaries who are registered as SPAC Exchange Participants can conduct trading of the SPAC Warrants on the Stock Exchange. Such SPAC Exchange Participants are required to comply with the applicable requirements under the SFO and have in place applicable procedures to ensure that only their clients who are Professional Investors can place orders with them to deal in the SPAC Warrants. Once the De-SPAC Transaction is completed, the Successor SPAC Warrants will be available for trading on the Stock Exchange by all Exchange Participants on behalf of their clients.

(d) **No lock-up restrictions:** None of the Successor SPAC Warrants will be subject to any lock-up restrictions and accordingly will be freely traded following the listing of the Successor Company.

(e) **Cashless exercise feature**: The Successor SPAC Warrants will be exercisable on a cashless basis based on the terms thereof. Upon a cashless exercise of the Successor SPAC Warrants, Warrantholders will surrender their Successor SPAC Warrants they elect to exercise, and will not be required to deliver payment to the Successor Company or otherwise pay any consideration in exchange for the issuance of the Successor Shares. The cashless exercise feature will reduce the cash outlay required on holders of the Successor SPAC Warrants to convert their holdings into Successor Shares and increase the attractiveness of the Successor SPAC Warrants to public investors after the completion of the De-SPAC Transaction.

(f) **Communication with holders of securities**: The Successor Company will maintain close communication with holders of its securities and make available all corporate communications (including this document and financial reports) in its investor relations website to keep investors abreast of the Successor Company's business development and financial condition and make use of the website as a channel to solicit and understand the views of shareholders and stakeholders, including potential investors. Such communication may enhance the interest in the securities of the Successor Company, including the Successor SPAC Warrants and the underlying Successor Shares upon exercise thereof.

For further information about the risks associated with the Successor SPAC Warrants, see "Risk Factors — Risks Relating to the De-SPAC Transaction and the Securities of the SPAC and the Successor Company."

N. EFFECTS OF THE DE-SPAC TRANSACTION ON THE SPAC OFFERING ESCROW ACCOUNT

Pursuant to the terms of the Business Combination Agreement, funds available in the SPAC Offering Escrow Account will be paid as soon as practicable after the Effective Time in the following order:

(a) first, all amounts payable in respect of the Share Redemption will be paid to the Redeeming SPAC Shareholders pursuant to their exercise of the right for Share Redemption; and then, all accrued and unpaid aggregate amount of all fees, costs and expenses of the Company incurred prior to and including the date of the Closing; and

(b) all remaining amounts then available in the SPAC Offering Escrow Account will be paid to a bank account of the Successor Company or such bank account as jointly designated by the Company and the Target Company to pay expenses associated with the De-SPAC Transaction and for its use, upon which the SPAC Offering Escrow Account shall terminate, except as otherwise provided in the SPAC Offering Escrow Agreement.

Following the Effective Time, no SPAC Shareholder will be entitled to receive any amount from the SPAC Offering Escrow Account except to the extent such SPAC Shareholder shall have elected to tender its SPAC Shares for redemption pursuant to the Share Redemption. Following the payment of the amounts described in paragraph (a) above, any amount available in the Escrow Account (if any) will become assets of the Successor Company.

O. FINANCIAL EFFECTS OF THE DE-SPAC TRANSACTION

Upon Closing, the Target Company will become a wholly-owned subsidiary of the Successor Company and the financial statements of the Target Company will be consolidated into the financial statements of the Successor Group.

1. Net assets

For preparation of the unaudited pro forma consolidated statement of financial position of the Successor Group as set out in Appendix III to this circular, it is assumed that Closing took place on 30 June 2024.

As at 30 June 2024, (i) the unaudited pro forma total assets of the Successor Group would be S$317.5 million (assuming no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing) or S$144.2 million (assuming all SPAC Shareholders elect to redeem their SPAC Shares and there is Permitted Equity Financing of HK$15 million), which represents an increase of S$137.5 million or a decrease of S$35.8 million, respectively, when compared with the total assets of the Company of HK$1,034.7 million (equivalent to S$180.0 million) as at June 30, 2024, (ii) the unaudited pro forma total liabilities of the Successor Group would be S$105.2 million (assuming no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing) or S$105.2 million (assuming all SPAC Shareholders elect to redeem their SPAC Shares and there is Permitted Equity Financing of HK$15 million), which represents a decrease of S$99.8 million or a decrease of S$99.8 million, respectively, when compared with the total liabilities of the Company of HK$1,178.0 million (equivalent to S$205.0 million) as at June 30, 2024; and (iii) the unaudited pro forma net assets of the Successor Group would be S$212.3 million (assuming no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing) or S$39.0 million (assuming all SPAC Shareholders elect to redeem their SPAC Shares and there is Permitted Equity Financing of HK$15 million), which represents an increase of S$237.2 million or an increase of S$63.9 million, respectively, when compared with the net liabilities of the Company of HK$143.3 million (equivalent to S$24.9 million) as at June 30, 2024.

2. Earnings

For preparation of the unaudited pro forma consolidated statement of profit or loss of the Successor Group as set out in Appendix III to this circular, assuming that Closing took place on 1 January 2023, the unaudited pro forma net loss of the Successor Group for the year ended 31 December 2023 would be S$303.6 million (assuming no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing) or a net loss of S$284.5 million (assuming all SPAC Shareholders elect to redeem their SPAC Shares and there is Permitted Equity Financing of HK$15 million), which represents an increase in net loss of S$295.7 million or S$276.6 million respectively, when compared with the net loss of the Company of HK$46.3 million (equivalent to S$7.9 million) for the year ended December 31, 2023.

See "Appendix III — Unaudited Pro Forma Financial Information on the Successor Group" to this circular for further details in relation to the unaudited pro forma financial information of the Successor Group.

The above financial effects are for illustrative purpose only and do not purport to present the financial position or results of the Successor Group upon Closing.

3. Unaudited Pro Forma Statement of Adjusted Consolidated Net Tangible Assets of the Successor Group

See "Appendix III — Unaudited Pro Forma Financial Information on the Successor Group — D. Unaudited Pro Forma Statement of Adjusted Consolidated Net Tangible Assets of the Successor Group as at 30 June 2024" for details.

P. IMPLICATIONS OF THE DE-SPAC TRANSACTION UNDER THE LISTING RULES AND DEEMED NEW LISTING APPLICATION

The Company is required to comply with the applicable Listing Rules regarding reverse takeovers with respect to the De-SPAC Transaction. Under Rule 14.54 of the Listing Rules, the Successor Company will be treated as if it were a new listing applicant. The Target Group is required to meet the requirements under Rules 8.04 and 8.05 of the Listing Rules and the Successor Group is required to meet all the new listing requirements set out in Chapter 8 of the Listing Rules (except Rule 8.05 of the Listing Rules). The Successor Company must also comply with the procedures and requirements set out in Chapter 9 of the Listing Rules in respect of submission of a new listing application to the Stock Exchange for the listing of, and permission to deal in, the Successor Shares and the Successor SPAC Warrants in accordance with the requirements for new listing applicants as set out in Chapter 9 of the Listing Rules.

The new listing application is subject to approval by the Listing Committee, which may or may not grant its approval. If such approval is not granted, the Business Combination Agreement, the PIPE Investments and the Permitted Equity Financing (if any) will not become unconditional and the De-SPAC Transaction will not proceed.

The Company has applied to the Stock Exchange for, and the Stock Exchange has granted to the Company, approval for the listing of, and permission to deal in, the Successor Shares (including the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares, the Target Company Founder Earn-out Shares and the Successor Shares to be issued pursuant to the Successor ESOP) and the Successor SPAC Warrants on the Main Board of the Stock Exchange. Upon the Closing, the Successor Shares and the Successor SPAC Warrants will become listed on the Main Board of the Stock Exchange.

Pursuant to Note 1(f) to Rule 18B.29(1) of the Listing Rules, the grant of the Promoter Earn-out Right is subject to approval by ordinary resolution at the EGM convened to approve the De-SPAC Transaction with such earn-out right included in the resolution approving the De-SPAC Transaction.

The De-SPAC Transaction is conditional upon, and the terms of the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right, will be subject to, approval by the SPAC Shareholders at the EGM and compliance with applicable requirements under the Listing Rules (including the requirement for the Successor Company to have a minimum number of 100 Professional Investors at the time of listing), unless a waiver from strict compliance with any of these requirements is granted by the Stock Exchange.

The De-SPAC Transaction also constitutes a very substantial acquisition for the Company under Rule 14.06(5) of the Listing Rules as one or more of the relevant percentage ratios under Rule 14.07 of the Listing Rules are over 100% for the Company in relation to the De-SPAC Transaction. Furthermore, as (i) Alibaba Singapore, being a controlling shareholder of the Target Company, will upon Closing become a controlling shareholder and thus a controller of the Successor Company; and (ii) Metadrome Ltd, a substantial shareholder of the Target Company, will upon Closing become an associate of a director and thus a controller of the Successor Company, the De-SPAC Transaction also constitutes a connected transaction for the Company pursuant to Rule 14A.28 of the Listing Rules. As one or more of the applicable percentage ratios in respect of the De-SPAC Transaction exceeds 5%, the De-SPAC Transaction constitutes a connected transaction of the Company which is subject to the reporting, announcement, circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules. The Independent Board Committee comprising all the independent non-executive Directors, has been formed to advise the Independent Shareholders in relation to the De-SPAC Transaction, and Altus Capital Limited has been appointed as the independent financial adviser in accordance with the requirements under the Listing Rules to make recommendations to the Independent Board Committee and the Independent Shareholders as to whether the De-SPAC Transaction is fair and reasonable and to advise the Independent Shareholders on how to vote on the relevant resolutions at the EGM.

The Company has also complied with the additional requirements under Rule 18B.56 of the Listing Rules, on the basis that (i) minimal conflicts of interests exist in relation to the De-SPAC Transaction, (ii) the De-SPAC Transaction is conducted on an arm's length basis, as evidenced by the fact that (a) neither the Company nor its connected persons are controlling shareholders of the Target Company, and (b) there will be no cash consideration to be paid and no Consideration Shares will be issued to any connected person of the Company in connection with the De-SPAC Transaction, and (iii) a valuation on the Target Company has been conducted by Jones Lang LaSalle Corporate Appraisal and Advisory Limited, an independent valuer, and the valuation report has been set out in Appendix IV in this circular.

According to Rule 15.06 of the Listing Rules, any alterations in the terms of the Warrants after issue must be approved by the Stock Exchange, except where the alterations take effect automatically under the existing terms of such Warrants. Accordingly, the Proposed Warrant

Amendments will be subject to the approval of the Stock Exchange. The Company has applied to the Stock Exchange for, and the Stock Exchange has granted to the Company, the approval for the Proposed Warrant Amendments pursuant to Rule 15.06 of the Listing Rules.

Q. WAIVER FROM APPLICATION OF RULE 26.1 OF THE TAKEOVERS CODE

As at the date of this circular, Alibaba Singapore holds 47.22% of the voting rights of the Target Company.

Immediately upon Closing, Alibaba Singapore will hold 34.26% of the voting rights of the Successor Company (assuming that (i) all SPAC Shareholders exercise their right for Share Redemption with respect to their holdings of SPAC Shares; (ii) 55,124,000 Successor Shares (subject to adjustments) are issued to the PIPE Investors pursuant to the PIPE Investment Agreements); and (iii) there is Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000.

Accordingly, the proposed De-SPAC Transaction would result in Alibaba Singapore obtaining 30% or more of the voting rights in the Successor Company, which would trigger a technical mandatory general offer obligation under Rule 26.1 of the Takeovers Code unless a waiver is granted.

The Target Company and Alibaba Singapore have applied for, and the SFC has granted, a waiver from the application of Rule 26.1 of the Takeovers Code in respect of the De-SPAC Transaction. Accordingly, no offer period will commence, and the Codes on Takeovers and Mergers and Share Buy-backs will not apply to the De-SPAC Transaction. No general offer will be made by Alibaba Singapore for the Shares and no offer period will commence upon the publication of this circular.

R. JOINT SPONSORS, SPONSOR-OVERALL COORDINATORS, INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

Haitong International Capital Limited and CMB International Capital Limited have been appointed as the joint sponsors to the deemed new listing application of the Successor Company.

Haitong International Securities Company Limited and CMB International Capital Limited have been appointed as the sponsor-overall coordinators for the PIPE Investments and the Permitted Equity Financing as part of the De-SPAC Transaction.

The Independent Board Committee comprising Mr. Hui Chiu Chung, Mr. Wong See Ho, Prof. Tang Wai King Grace and Mr. Zhang Xiaowei, being all the independent non-executive Directors, has been formed to advise the Independent Shareholders in relation to the De-SPAC Transaction.

Altus Capital Limited has been appointed as the independent financial adviser in accordance with the requirements under the Listing Rules to make recommendations to the Independent Board Committee and the Independent Shareholders as to whether the De-SPAC Transaction is fair and reasonable and to advise the Independent Shareholders on how to vote on the relevant resolutions at the EGM.

S. EGM, WARRANTHOLDER MEETING AND SPAC WARRANTHOLDER MEETING

The De-SPAC Transaction (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares) are subject to approval of the Shareholders at the EGM by ordinary resolution. Shareholders and their close associates (including the Promoters and their respective close associates) who have a material interest in the De-SPAC Transaction are required to abstain from voting on the relevant resolutions to be proposed at the EGM to approve the De-SPAC Transaction and the transactions contemplated thereunder (including the Promoter Earn-out Right). As of the date of this circular, except HK Acquisition (BVI) which holds 25,012,500 Promoter Shares (representing 20% of the number of issued Shares) and is required to abstain from voting on Resolution No.1 set out in the notice of the EGM, no Shareholders (or their associates) have a material interest in the De-SPAC Transaction and none of them are required to abstain from voting at the EGM. Voting rights of the SPAC Shareholders will not be affected in the event that they elect to redeem all or a portion of their SPAC Shares in the Share Redemption.

At the EGM, the following resolutions will also be subject to the approval by the Shareholders:

- the adoption of the Successor Memorandum and Articles and the Share Re-designation are subject to approval of the Shareholders at the EGM by a Supermajority Resolution;

- the appointment of the Successor Directors is subject to approval of the Promoter Shareholders at the EGM by ordinary resolutions;

- the appointment of the auditor of the Successor Company and the adoption of the Successor ESOP are subject to approval of the Shareholders at the EGM by ordinary resolutions;

- the change of company name of the Successor Company is subject to approval of the Shareholders at the EGM by a Special Resolution.

Certain amendments will need to be made to the Warrant Instrument to provide for the SPAC Warrant Redemption. The Proposed Warrant Amendments will require the approval of the holders of at least 75% of all outstanding Warrants, and given that the Proposed Warrant Amendments will solely affect the terms of the SPAC Warrants, it will also require the approval of the holders of at least 75% of all outstanding SPAC Warrants. The Company will convene the Warrantholder Meeting for the Warrantholders and the SPAC Warrantholder Meeting for the SPAC Warrantholders to consider and, if thought fit, approve the Proposed Warrant Amendments.

The EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting will be convened to be held on Friday, October 25, 2024.

T. RECOMMENDATIONS

The Independent Board Committee, having considered that the terms of the De-SPAC Transaction and the transactions contemplated thereunder (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares), and after taking into account the advice from the Independent Financial Adviser, consider that the De-SPAC Transaction and the transactions contemplated thereunder are fair and reasonable and in the interests of the Company and the Independent Shareholders as a whole. The Independent Board Committee accordingly recommends that the Independent Shareholders vote in favor of the resolutions to be proposed at the EGM to approve the De-SPAC Transaction and the transactions contemplated thereunder.

Altus Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this regard. The text of the letter from the Independent Board Committee containing its recommendation to the Independent Shareholders is set out on pages 170 to 171 of this circular. The text of the letter from the Independent Financial Adviser, containing its advice to the Independent Board Committee and the Independent Shareholders with regard to the De-SPAC Transaction and the transactions contemplated thereunder. The principal factors and reasons which it has taken into account in arriving at its advice, are set out on pages 172 to 217 of this circular.

Having taken into account the reasons for and benefits of the De-SPAC Transaction as set out in "—E. Reasons for, and Benefits of, the De-SPAC Transaction" above, the Directors consider that the terms of the De-SPAC Transaction and the transactions contemplated thereunder (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares), the adoption of the Successor Memorandum and Articles and the Share Re-designation, the appointment of the Successor Directors, the appointment of the auditor of the Successor Company, the adoption of the Successor ESOP and the change of company name of the Successor Company are fair and reasonable and in the interests of the Shareholders as a whole.

If the De-SPAC Transaction is not approved by the Shareholders at the EGM or completed for any reason, (i) the Company will not redeem any SPAC Shares and all Share Redemption requests will be canceled; and (ii) subject to the deadlines under the Listing Rules, the listings of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be maintained; however, the Company may not have sufficient time to identify another de-SPAC target and negotiate a de-SPAC transaction before it is required to wind up as provided for in the Listing Rules.

Accordingly, the Directors recommend the Shareholders to vote "FOR" in favor of the resolutions to be proposed at the EGM to approve the De-SPAC Transaction and the transactions contemplated thereunder (including the PIPE Investments, the Permitted Equity Financing (if any), the grant of the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares), the adoption of the Successor Memorandum and Articles and the Share Re-designation, the appointment of the Successor Directors, the appointment of the auditor of the Successor Company, the adoption of the Successor ESOP and the change of company name of the Successor Company EVEN IF you intend to elect to redeem some or all of your SPAC Shares, and recommend the Warrantholders to vote "FOR" in favor of the resolution to be proposed at the Warrantholder Meeting and the SPAC Warrantholder Meeting to approve the Proposed Warrant Amendments.

Interests of Directors in the De-SPAC Transaction

Each of (i) Dr. Chan Tak Lam Norman and Ms. Tsang King Suen Katherine (who are the executive Directors and the Promoters); and (ii) Dr. Wong Shue Ngar Sheila (who is an executive Director and the sole shareholder of Max Giant Limited, a promoter of the Company was considered to be materially interested in the De-SPAC Transaction and the transactions contemplated thereunder (including the PIPE Investments, the Permitted Equity Financing (if any), the grant of the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the

issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares) and had abstained from voting on the relevant resolutions of the Board approving the De-SPAC Transaction and the transactions contemplated thereunder.

Save as disclosed above, none of the Directors had a material interest in the De-SPAC Transaction and the transactions contemplated thereunder and no Director has abstained from voting on the relevant resolutions of the Board.

Directors who are the Promoters have certain interests which are different from, or in addition to, those of the SPAC Shareholders, the details of which are set out in "Risk Factors — The Promoters' economic interests or other conflicts of interest may incentivize them to complete the De-SPAC Transaction which may not be in the interests of the SPAC Shareholders." In considering the recommendation of the Board to vote in favor of the De-SPAC Transaction and other resolutions at the EGM, SPAC Shareholders should consider these interests.

U. CONSEQUENCES IF THE DE-SPAC TRANSACTION IS NOT APPROVED OR COMPLETED

The Company must complete a de-SPAC transaction within 36 months from the Listing Date in accordance with Rule 18B.70 of the Listing Rules. If the De-SPAC Transaction is not approved by the SPAC Shareholders at the EGM or completed for any reason:

- the Company will not redeem any SPAC Shares and SPAC Warrants and all Share Redemption and SPAC Warrant Redemption requests will be canceled;

- subject to the deadlines under the Listing Rules, the listings of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be maintained; however, the Company may not have sufficient time to identify another de-SPAC target and negotiate a de-SPAC transaction before it is required to wind up as provided for in the Listing Rules.

Therefore, SPAC Shareholders are strongly recommended to vote FOR the resolutions to be proposed at the EGM, EVEN IF you intend to elect to redeem some or all of your SPAC Shares.

V. ACTIONS TO BE TAKEN AND FURTHER INFORMATION

Your attention is drawn to "Important Notice to Shareholders and Warrantholders and Actions to be Taken" for details of actions which you should take as a SPAC Shareholder, a SPAC Warrantholder or a Beneficial Owner whose SPAC Shares or SPAC Warrants are held by a

Registered Shareholder or a Registered Warrantholder or deposited in CCASS in relation to the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting, and in relation to the exercise of the right for Share Redemption and the right for SPAC Warrant Redemption.

Further details of the Share Redemption and the SPAC Warrant Redemption are also set out in the Share Redemption Election Form being despatched to the Shareholders together with this circular and the form of proxy for the EGM and the SPAC Warrant Redemption Election Form being despatched to the Warrantholders together with the Warrantholder Meeting Circular and the forms of proxy for the Warrantholder Meeting and the SPAC Warrantholder Meeting.

By order of the Board
HK ACQUISITION CORPORATION
CHAN Tak Lam Norman
Chairman of the Board

The following is the text of a letter from the Independent Board Committee to the Independent Shareholders in connection with the De-SPAC Transaction for inclusion in this circular.

HK ACQUISITION CORPORATION
香港匯德收購公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 7841)

(Warrant Code: 4841)

To the Independent Shareholders

Dear Sir or Madam,

October 3, 2024

(1) DE-SPAC TRANSACTION INVOLVING
(A) BUSINESS COMBINATION WITH SYNAGISTICS PTE. LTD.;
(B) VERY SUBSTANTIAL ACQUISITION, REVERSE TAKEOVER INVOLVING NEW LISTING APPLICATION AND CONNECTED TRANSACTION IN RELATION TO THE DE-SPAC TRANSACTION;
(C) PIPE INVESTMENTS;
(D) PERMITTED EQUITY FINANCING;
(E) GRANT OF PROMOTER EARN-OUT RIGHT; AND
(F) GRANT OF TARGET COMPANY FOUNDER EARN-OUT RIGHT

We refer to the circular of the Company dated October 3, 2024 (the "**Circular**"), of which this letter forms part. Unless otherwise specified, terms defined in the Circular shall have the same meanings in this letter.

The Independent Board Committee comprising Mr. Hui Chiu Chung, Mr. Wong See Ho, Prof. Tang Wai King Grace and Mr. Zhang Xiaowei, being all the independent non-executive Directors, has been formed to advise the Independent Shareholders in relation to the De-SPAC Transaction and the transactions contemplated thereunder, details of which are set out in "Letter from the Board" contained in the Circular. Altus Capital Limited has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in this regard. The text of the letter of advice from Altus Capital Limited containing its recommendations and the principal factors it has taken into account in arriving at its recommendations are set out on pages 172 to 217 of the Circular.

RECOMMENDATION

Having considered the terms and conditions of the Business Combination Agreement, the PIPE Investment Agreements, the Promoter Earn-out and Lock-up Agreement and the Target Company Founder Earn-out Agreement, as well as the advice and recommendation of Altus Capital Limited set out in its letter of advice, we consider that the De-SPAC Transaction and the transactions contemplated thereunder are in the interests of the Company and the Shareholders as a whole, are on normal commercial terms and in the ordinary and usual course of business of the Company and the terms thereof are fair and reasonable so far as the Company and the Shareholders are concerned, and accordingly, recommend the Independent Shareholders vote in favor of the resolution approving the De-SPAC Transaction and the transactions contemplated thereunder at the EGM.

Yours faithfully,
For and on behalf of the Independent Board Committee of
HK ACQUISITION CORPORATION

Mr. Hui Chiu Chung, Mr. Wong See Ho,
Prof. Tang Wai King Grace and Mr. Zhang Xiaowei
Independent non-executive Directors

The following is the text of a letter of advice from Altus Capital Limited, the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the De-SPAC Transaction, which has been prepared for the purpose of incorporation into this Circular.

ALTUS.

Altus Capital Limited
21 Wing Wo Street
Central
Hong Kong

3 October 2024

To the Independent Board Committee and the Independent Shareholders

HK ACQUISITION CORPORATION
Suites 4310-11
Tower One, Times Square
1 Matheson Street
Causeway Bay
Hong Kong

Dear Sir/Madam,

DE-SPAC TRANSACTION INVOLVING, AMONG OTHER THINGS,
(A) BUSINESS COMBINATION WITH SYNAGISTICS PTE. LTD.;
AND
(B) VERY SUBSTANTIAL ACQUISITION, REVERSE TAKEOVER INVOLVING NEW LISTING APPLICATION AND CONNECTED TRANSACTION
IN RELATION TO THE DE-SPAC TRANSACTION

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the De-SPAC Transaction constituting a very substantial acquisition, reverse takeover involving new listing application and connected transaction, details of which are set out in the "Letter from the Board" contained in the circular of the Company dated 3 October 2024 (the "**Circular**"). Terms used in this letter shall have the same meanings as those defined in the Circular unless the context requires otherwise.

THE DE-SPAC TRANSACTION

Reference is made to the De-SPAC Announcement, whereby it was announced that the Company entered into (i) the Business Combination Agreement with the Target Company and the Merger Sub in relation to the Merger; (ii) the PIPE Investment Agreements with the Target Company and the PIPE Investors in relation to the PIPE Investments, (iii) the Promoter Earn-out and Lock-up Agreement with the Promoters pursuant to which the Promoters have been granted with the Promoter Earn-out Right; (iv) the Target Company Founder Earn-out Agreement with the Target Company Founders pursuant to which the Target Company Founders have been granted with the Target Company Founder Earn-out Right; and (v) the Target Company Majority Shareholder Lock-Up Agreements with the Target Company Majority Shareholders in relation to the lock-up arrangement over the Successor Shares to be issued to such Target Company Majority Shareholders. Reference is also made to an announcement of the Company dated 20 September 2024 in relation to the updates on the PIPE Investments.

The De-SPAC Transaction will result in (i) the business combination of the Company with the Target Group whereby the Target Group will become subsidiaries of the Company and (ii) the listing of the Successor Company on the Stock Exchange.

Upon Closing, (i) Shareholders (other than the Redeeming SPAC Shareholders) will continue to be shareholders of the Successor Company; and (ii) Warrantholders (other than the Redeeming SPAC Warrantholders) and Promoter Warrantholders will continue to be warrantholders of the Successor Company.

LISTING RULES IMPLICATIONS

Reverse takeover involving new listing application

The Company is required to comply with the applicable Listing Rules regarding reverse takeovers with respect to the De-SPAC Transaction. Under Rule 14.54 of the Listing Rules, the Successor Company will be treated as if it were a new listing applicant. The Target Group is required to meet the requirements under Rules 8.04 and 8.05 of the Listing Rules and the Successor Group is required to meet all the new listing requirements set out in Chapter 8 of the Listing Rules (except Rule 8.05 of the Listing Rules). The Successor Company must also comply with the procedures and requirements set out in Chapter 9 of the Listing Rules in respect of submission of a new listing application to the Stock Exchange for the listing of, and permission to deal in, the Successor Shares and the Successor SPAC Warrants in accordance with the requirements for new listing applicants as set out in Chapter 9 of the Listing Rules.

The new listing application is subject to approval by the Listing Committee, which may or may not grant its approval. If such approval is not granted, the Business Combination Agreement, the PIPE Investments and the Permitted Equity Financing (if any) will not become unconditional and the De-SPAC Transaction will not proceed.

Very substantial acquisition and connected transaction

The De-SPAC Transaction also constitutes a very substantial acquisition for the Company under Rule 14.06(5) of the Listing Rules as one or more of the relevant percentage ratios under Rule 14.07 of the Listing Rules are over 100% for the Company in relation to the De-SPAC Transaction.

Furthermore, as (i) Alibaba Singapore, being a controlling shareholder of the Target Company, will upon Closing become a controlling shareholder and thus a controller of the Successor Company; and (ii) Metadrome Ltd, a substantial shareholder of the Target Company, will upon Closing become an associate of a director and thus a controller of the Successor Company, the De-SPAC Transaction constitutes a connected transaction for the Company pursuant to Rule 14A.28 of the Listing Rules. As one or more of the applicable percentage ratios in respect of the De-SPAC Transaction exceeds 5%, the De-SPAC Transaction constitutes a connected transaction of the Company which is subject to the reporting, announcement, circular and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

Closing of the De-SPAC Transaction is conditional upon the satisfaction (or waiver, if applicable) of several conditions. Details of which are set out in the "Letter from the Board" of the Circular. As at the Latest Practicable Date, none of the conditions have been satisfied or (if applicable) waived.

INDEPENDENT BOARD COMMITTEE

The Independent Board Committee comprising all the independent non-executive Directors, namely Mr. Hui Chiu Chung, Mr. Wong See Ho, Prof. Tang Wai King Grace and Mr. Zhang Xiaowei, has been established to consider and advise the Independent Shareholders as to (i) whether the terms of the De-SPAC Transaction are fair and reasonable; (ii) whether the entering into of the transactions contemplated under the De-SPAC Transactions are on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole; and (iii) how the Independent Shareholders should vote in respect of the resolution relating to the De-SPAC Transaction to be proposed at the EGM, after taking into account the recommendation of the Independent Financial Adviser.

THE INDEPENDENT FINANCIAL ADVISER

As the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders, our role is to give an independent opinion to the Independent Board Committee and the Independent Shareholders as to (i) whether the terms of the De-SPAC Transaction are fair and reasonable; (ii) whether the entering into of the transactions contemplated under the De-SPAC Transaction are on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole; and (iii) how the Independent Shareholders should vote in respect of the resolution relating to the De-SPAC Transaction to be proposed at the EGM.

We have not acted as financial adviser or independent financial adviser for other transactions of the Company and the Target Company in the last two years prior to the date of the Circular. Pursuant to Rule 13.84 of the Listing Rules, and given that remuneration for our engagement to opine on the De-SPAC Transaction is at market level and not conditional upon successful passing of the relevant resolution, and that our engagement is on normal commercial terms, we are independent of (i) the Company, its controlling shareholder or connected person(s) and (ii) the Target Company, its controlling shareholder or connected person(s).

BASIS OF OUR ADVICE

In formulating our opinion, we have reviewed, amongst others (i) the Business Combination Agreement; (ii) the PIPE Investment Agreements; (iii) the Promoter Earn-out and Lock-up Agreement; (iv) the Target Company Founder Earn-out Agreement; (v) the valuation report prepared by Jones Lang LaSalle Corporate Appraisal and Advisory Limited in relation to the market value of the Target Company (the "**Valuation**") dated 3 October 2024 (the "**Valuation Report**"); (vi) the listing document of the Company dated 9 August 2022 (the "**SPAC Offering Listing Document**"); and (vii) other information as set out in the Circular.

We have also relied on the statements, information, opinions and representations contained or referred to in the Circular and/or provided to us by the Company, the Directors and the management of the Company (the "**Management**"). We have assumed that all the statements, information, opinions and representations contained or referred to in the Circular and/or provided to us were true, accurate and complete at the time they were made and will continue to be so up to the date of EGM. The Directors collectively and individually accept full responsibility, including particulars given in compliance with the Listing Rules for the purpose of giving information with regards to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in the Circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other facts the omission of which would make any statement in the Circular misleading.

We have no reason to believe that any statements, information, opinions or representations relied on by us in forming our opinion is untrue, inaccurate or misleading, nor are we aware of any material facts the omission of which would render the statements, information, opinions or representations provided to us untrue, inaccurate or misleading.

We consider that we have been provided with, and have reviewed, sufficient information to reach an informed view and provide a reasonable basis for our opinion. We have not, however, conducted an independent investigation into the business, financial conditions and affairs or future prospects of the Company. The Company will notify the Shareholders of any material change after the Latest Practicable Date and after the despatch of the Circular.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion and recommendation, we have taken into account the following principal factors and reasons:

1. Background of the Company

1.1 Principal activity of the Company and information on the Promoters

The Company is a special purpose acquisition company, or SPAC, incorporated for the purpose of conducting an acquisition of, or a business combination with, one or more companies or operating businesses. Accordingly, we are of the view that the De-SPAC Transaction is in the ordinary and usual course of business of the Company.

The Company completed the SPAC Offering comprising 100,050,000 SPAC Shares at an offer price of HK$10.00 per SPAC Share and 50,025,000 SPAC Warrants on 15 August 2022. The Company is required to complete a de-SPAC transaction by 15 August 2025, being 36 months from the date of listing of the SPAC Shares and the SPAC Warrants on the Stock Exchange, unless an extension of up to six months is approved by an ordinary resolution of the SPAC Shareholders and granted by the Stock Exchange.

The Promoters are Dr. Norman Chan, Ms. Katherine Tsang and/or Max Giant. All the Promoter Shares and the Promoter Warrants are held by HK Acquisition (BVI), which is owned as to 51% by Extra Shine, 32% by Pride Vision and 17% by Max Giant.

1.2 Historical financial information of the SPAC

The Company has not carried on any business since the date of its incorporation and is not expected to generate any operating revenue other than interest income until the completion of the De-SPAC Transaction, at the earliest.

For the six months ended 30 June 2024

During the six months ended 30 June 2024 ("**1H FY2024**"), the Company did not generate any revenue other than an interest income of approximately HK$24.2 million (for the six months ended 30 June 2023 ("**1H FY2023**"): approximately HK$23.3 million). The Company recorded loss attributable to owners of the Company of approximately HK$68.5 million for 1H FY2024 (1H FY2023: loss of approximately HK$81.2 million). As of 30 June 2023, the Company had net deficits of approximately HK$143.3 million (31 December 2022: approximately HK$153.5 million).

For the year ended 31 December 2023

During the year ended 31 December 2023 ("**FY2023**"), the Company did not generate any revenue other than an interest income of approximately HK$47.6 million (for the year ended 31 December 2022 ("**FY2022**"): approximately HK$2.8 million) and the fair value change in the SPAC Warrants of approximately HK$1.8 million (FY2022: approximately negative HK$3.0 million), and incurred expenses of approximately HK$95.7 million (FY2022: approximately HK$104.7 million). The Company recorded loss attributable to owners of the Company of approximately HK$46.3 million for FY2023 (FY2022: loss of approximately HK$175.2 million). As of 31 December 2023, the Company had net deficits of approximately HK$153.5 million (31 December 2022: approximately HK$186.4 million).

On 15 August 2022, the Company received gross proceeds of HK$1,000,500,000 from the SPAC Offering, which was deposited in an escrow account in Hong Kong. The funds held in the escrow account may be released only to complete the De-SPAC Transaction, satisfy redemption requests of the SPAC Shareholders, and return funds to the SPAC Shareholders upon the suspension of trading of the SPAC Shares and the SPAC Warrants or upon the liquidation or winding up of the Company. The net proceeds from the sale of the Promoter Warrants, after deducting underwriting related expenses of approximately HK$15,100,000 and listing expenses of the Company payable following the completion of the SPAC Offering of approximately HK$7,500,000, were approximately HK$8,800,000, which will be used to meet the working capital requirements during the period prior to the De-SPAC Transaction. As of 31 December 2023, the

Company had cash and cash equivalents of approximately HK$27.9 million (as at 31 December 2022: approximately HK$5.0 million). The Company did not have any borrowings as of 31 December 2023 (as at 31 December 2022: Nil).

For more details of the financial information of the Company, please refer to the annual report of the Company for the year ended 31 December 2023 and the interim report of the Company for the six months ended 30 June 2024.

2. Background of the Target Group

2.1 Principal business activities of the Target Group

The Target Group was founded in 2014 by the entrepreneurial Target Company Founders in Singapore, namely Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee. The Target Company is a private company limited by shares incorporated in Singapore with limited liability on 28 July 2020. For more information about the history of the Target Group, please refer to the section headed "History and corporate structure of the Target Group" of the Circular.

The Target Group is a data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. For more details about the independent industry report prepared by CIC, please refer to the section headed "Industry overview of the Target Group" of the Circular.

The Target Group provides integrated digital solutions to its brand partners, where (1) under its D2B business model, it provides data-driven digital solutions to brands covering all aspects of e-commerce, and (2) under its D2C business model, it sells brands' products to consumers directly. The Target Group has built a data-driven digital solutions platform, the Synagie Platform, utilising advanced technology that collects, analyses and deploys large data sets to fulfill the needs of its brand partners and consumers.

As of the Latest Practicable Date, the Target Group had (1) provided services to over 600 brand partners, unify their consumers' experience across all major digital touchpoints under its D2B business model and (2) had enabled its sales of brands' products to consumers in Southeast Asia across digital touchpoints, such as Lazada, under its D2C business model, by leveraging its large data-lake and real time analytics technology.

The Synagie Platform has provided unified and integrated solutions to streamline, enhance and transform traditional commerce practices for brands and provide a smooth e-commerce experience for consumers in Southeast Asia. The Target Group's and its brand partners' business

cover various sectors, including the fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Its geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia.

For more details on the business activities of the Target Group, please refer to the section headed "Business of the Target Group" of the Circular.

2.2 Information on the shareholders of the Target Company

As mentioned above, the Target Group was founded Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, each has an average of over 15 years of experience and deep industry knowledge in retail, commerce and marketing. It is also backed up by leading investors, including Alibaba, a global technology conglomerate specialising in e-commerce, cloud computing, digital media and entertainment, payment and financial services, and innovation initiatives, and Gobi Partners, a leading Asia-focused venture capital firm. For more details on the shareholders of the Target Group and the proposed directors of the Successor Company, please refer to the sections headed "Relationship with controlling shareholders of the Successor Company", "Substantial shareholders following the De-SPAC Transaction" and "Successor Directors and senior management of the Successor Company" of the Circular.

2.3 Historical financial information of the Target Group

Set out below are the key audited consolidated financial information of the Target Group for the year ended 31 December 2021, 2022 and 2023 and for the four months ended 30 April 2024 as extracted from the accountant's report of the Target Group set out in Appendix I to the Circular. For illustration purpose only in this section, the exchange rate of S$1 to HK$5.7846.

Extract from the consolidated statement of profit or loss

	For the year ended 31 December			For the four months ended 30 April	
	2021 ("FY2021")	**2022 ("FY2022")**	**2023 ("FY2023")**	**2023 ("4M2023")**	**2024 ("4M2024")**
			(S$'000)		
	(audited)	(audited)	(audited)	(unaudited)	(audited)
Revenue	85,933	112,647	126,595	31,505	36,454
– D2C	70,646	92,556	99,952	24,781	28,395
– D2B	15,287	20,091	26,643	6,724	8,059
Gross profit	23,676	30,639	31,744	7,876	9,509
Loss for the year/period	(11,012)	(13,127)	(17,310)	(6,263)	(3,917)

Extract from the consolidated statements of financial position

	As at 31 December			As at 30 April
	2021	**2022**	**2023**	**2024**
		(S$'000)		
	(audited)	(audited)	(audited)	(audited)
Current assets	34,259	38,268	36,449	24,477
Total assets	95,344	96,981	93,581	80,619
Current liabilities	30,618	35,880	47,883	40,438
Total liabilities	34,429	48,772	61,932	52,660
Net assets	60,915	48,209	31,649	27,959

The Target Group has benefited from the rapidly evolving market opportunities in the e-commerce industry and the digital solutions industry in Southeast Asia, and has been able to capture market opportunities with its understanding of the needs of various types of brands as well as consumer trends. Its revenue increased from approximately S$85.9 million (or HK$497.1 million) in FY2021 to approximately S$112.6 million (or HK$651.6 million) in FY2022 and further to approximately S$126.6 million (or HK$732.3 million) in FY2023, representing a CAGR of approximately 21.4%. Its revenue increased from approximately S$31.5 million (or HK$182.2 million) for 4M2023 to approximately S$36.5 million (or HK$210.9 million) for 4M2024, representing an increase of approximately 15.7%.

As disclosed in the section headed "Financial information of the Target Group" of the Circular, D2C revenue attributable to sales of products via online and offline channels to end consumers, whereas D2B revenue attributable to digital solutions (such as channel development

management, supply chain, customer business development, customer engagement, marketing and creative, account support, supply demand planning, management consulting, and business analytics) rendered to brands or businesses.

Over the years, the increase in D2C revenue was attributable to the increase in the number of visitors and the number of brands which the Group has collaborated with which, in turn, drove more consumer buyers. In addition, the greater marketing efforts incurred the higher D2C revenue, and consequently also led to higher marketing revenue under D2B. The increase in D2B revenue is due to the increase in the number of active brand stores they served.

In FY2021, FY2022 and FY2023, the Target Group recorded gross profit of approximately S$23.7 million (or HK$137.0 million), S$30.6 million (or HK$177.2 million) and S$31.7 million (or HK$183.6 million), respectively. The continuous growth in gross profit over the Track Record Period is in line with the increase in revenue. For the same years, it recorded gross profit margin of approximately 27.6%, 27.2% and 25.1%, respectively. The decrease in gross profit margin from FY2021 to FY2022 was mainly attributable to the decrease in gross profit margin under the D2B business model. The further decrease in gross profit margin from FY2022 to FY2023 was attributable to the decrease in gross profit margin under the D2C business model (when the Target Group has to pay for higher unit price in order to lower risks associated with substantial upfront inventory purchases as a result of their strategic change to on-demand inventory model). In FY2021, FY2022 and FY2023, the Target Group recorded net loss of approximately S$11.0 million (or HK$63.7 million), S$13.1 million (or HK$75.9 million) and S$17.3 million (or HK$100.1 million), respectively. Such losses sustained was mainly attributable to the increasing (i) selling and distribution expenses, as a result of the increased sales and promotional activities to attract more brand partners and consumers; and (ii) general and administrative expenses, as a result of the overall increase in the headcounts and general salary level, incurred over the years.

The Target Group's gross profit increased from approximately S$7.9 million (or HK$45.6 million) for 4M2023 to approximately S$9.5 million (or HK$55.0 million) for 4M2024. For the same periods, it recorded gross profit margin of approximately 25.0% and 26.1% respectively. The Target Group narrowed its net loss from approximately S$6.3 million (or HK$36.2 million) for 4M2023 to approximately S$3.9 million (or HK$22.7 million) for 4M2024.

Net assets of the Target Group decreased from approximately S$60.9 million (or HK$352.4 million) as at 31 December 2021 to approximately S$48.2 million (or HK$278.9 million) as at 31 December 2022, then reduced to approximately S$31.6 million (or HK$183.1 million) as at 31 December 2023 and further reduced to approximately S$28.0 million (or HK$161.7 million) as at 30 April 2024. Such decrease was in line with the loss recorded by the Target Group over the years.

For more details on the financial information of the Target Group, please refer to the section headed "Financial information of the Target Group" of the Circular and the accountants' report of the Target Group set out in Appendix I to the Circular.

2.4 Prospects of the Successor Group

The Target Group is a data-driven digital solutions platform in Southeast Asia and one of the first movers in the digital solutions industry in Southeast Asia.

As described in the section headed "Industry overview of the Target Group" of the Circular, digital solutions involve integrating digital technologies and platforms to enhance, streamline, and transform traditional commerce practices. In the digital solutions market, digital solutions providers provide various digital solutions to brands in exchange for service fees or software licensing fees; in the e-commerce market, digital solutions providers sell brands' products to consumers directly, and either record the sales revenue or earn a certain percentage of the sales revenue as commission fees.

According to CIC, (i) the size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023, and is expected to further increase at a CAGR of 15.4% from US$160.9 billion in 2024 to US$285.0 billion in 2028; and (ii) the size of the digital solutions market in Southeast Asia increased at a CAGR of 50.6% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 21.4% from US$0.8 billion in 2024 to US$1.7 billion in 2028. In view of this long-term growth prospects, the Directors believe and we concur that the Target Group will continue to be an established partner for brands which the Target Group is collaborating with and the global brands coming to Southeast Asia seeking for future market growth.

Also described in the section headed "Industry overview of the Target Group" of the Circular, Southeast Asia, the major market of the Target Group, has a highly attractive digital economy for its strong economic growth, a large proportion of young population, the increasing number of mass-affluent individuals, and high internet penetration. Mass-affluent individuals refers to consumers who have liquid assets of between US$100,000 and US$1 million and tend to spend significantly more on premium goods. The population of mass-affluent individuals in Southeast Asia reached 93 million in 2023 and is expected to reach 125 million by 2028, representing a CAGR of 6% from that in 2023. As a result, this is expected to create a huge market opportunity for consumer premiumization, as the mass-affluent consumers will focus on product quality and value, such as the technologies and raw materials used, and are expected to shift to purchasing expensive premium goods. In view of the abovementioned growth potential on consumer premiumization, the Directors believe and we concur that the Target Group will be well-positioned to enable its brand partners to further capitalize on these consumer premiumization trends.

As described under the section headed "Future plans and use of proceeds" in the Circular, the Successor Group is expected to utilise the proceeds from the PIPE Investments to, among other things, to expand its brand partner network and develop new e-commerce channels; and to invest in and continue to adopt cutting edge technology and artificial intelligence (AI); which the Directors believe and we concur that such proceeds will further enhance the business operations of the Successor Group going forward.

Despite the Target Group incurred significant operating expenses, primarily selling and distribution expenses and general and administration expenses, which resulted in their prolonged loss-making position, the Directors believe that they are effectively paving the way for long-term sustainable profitability and nothing has come to the Joint Sponsors' attention that would cause them to cast reasonable doubt on the aforesaid view of the Directors. For more details, please refer to the section headed "Path to profitability" in the section headed "Business of the Target Group" of the Circular.

3. The Business Combination Agreement

3.1 The principal terms of the Business Combination Agreement

Pursuant to the Business Combination Agreement entered into between (i) the Company, (ii) Merger Sub; and (iii) the Target Company on 28 June 2024, subject to the satisfaction or express waiver of all of the conditions set out therein, the Merger Sub and the Target Company shall amalgamate as one company, following which the separate existence of Merger Sub shall cease and the Target Company shall continue as the surviving corporation after the Merger as a wholly-owned subsidiary of the Company.

The Negotiated Value of the Target Company in the De-SPAC Transaction is HK$3,500,000,000. As described in the Valuation Report, the enterprise value of the Target Company amounts to S$634.4 million (equivalent to approximately HK$3.7 billion or US$469.3 million). Such enterprise value is further adjusted to derive the market value of 100% equity interest of the Target Company of S$631.7 million (equivalent to approximately HK$3.7 billion or US$468.0 million). For more details, please refer to the Valuation Report and the section headed "3.3.1.4 Valuation of 100% equity of the Target Company using market approach" below.

3.2 Effects of the Merger on the securities of each of the Target Company and the Company

(i) Exercise of all options under, and issue of ordinary shares in the Target Company, under the Target Company Existing ESOP

Subject to the requisite approval of the shareholders of the Target Company having been obtained, immediately prior to the Effective Time, (A) all outstanding options issued under the Target Company Existing ESOP shall be automatically vested and exercised, with ordinary shares in the Target Company allotted and issued to the holders of such options in accordance with the Target Company Existing ESOP, and (B) all outstanding ordinary shares in the Target Company to be awarded to the Target Company Founders are automatically allotted and issued in accordance with the Target Company Existing ESOP.

(ii) Conversion of the preferred shares of the Target Company

Each preferred share of the Target Company that is issued and outstanding shall convert into such number of ordinary shares of the Target Company as determined in accordance with the existing constitution of the Target Company.

(iii) Conversion of the Promoter Shares

Immediately prior to the Effective Time, each Promoter Share that is issued and outstanding shall automatically convert in accordance with the terms of the existing memorandum and articles of association of the Company into one Successor Share. All Promoter Shares converted into Successor Shares shall no longer be issued and outstanding and shall cease to exist, and each holder of such Promoter Shares shall thereafter cease to have any rights with respect to such securities.

(iv) Conversion of each ordinary share of the Target Company to the Per Share Merger Consideration

At the Effective Time, by virtue of the Merger and without any further action on the part of any shareholder in the Target Company, each ordinary share of the Target Company that is issued and outstanding immediately prior to the Effective Time, shall be automatically cancelled and converted into, and shall thereafter represent the right of each shareholder of the Target Company to receive, as consideration for such ordinary shares of the Target Company, the applicable Per Share Merger Consideration, and in consideration of each ordinary share of the Target Company cancelled and converted pursuant to this paragraph, the Company shall issue the Per Share Merger Consideration to the relevant shareholder of the Target Company.

The "Per Share Merger Consideration" means, with respect to each ordinary share of the Target Company held by a shareholder of the Target Company, issued and outstanding immediately prior to the Effective Time (on a fully diluted basis), the number of Successor Shares equal to such ordinary share of the Target Company multiplied by the following ratio:

$$\frac{N/HK\$10.00}{A}$$

Where:

N is the Negotiated Value of the Target Company, which is HK$3,500,000,000; and

A is the total number of the ordinary shares of the Target Company issued and outstanding as of immediately prior to the Effective Time (on a fully diluted basis). For illustrative purposes, A is calculated by adding (i) 228,572,032 ordinary shares of the Target Company issued and outstanding as at the date of the Business Combination Agreement, (ii) 518,219,784 ordinary shares of the Target Company to be issued upon the conversion of the preferred shares of the Target Company, and (iii) 87,776,868 ordinary shares of the Target Company to be issued to the employees of the Target Group and the Target Group Founders under the Target Company Existing ESOP.

(v) Merger

At the Effective Time, by virtue of the Merger, each ordinary share of Merger Sub shall be automatically converted into one ordinary share of the Target Company and such share shall constitute the only outstanding share capital of the Target Company as of immediately following the Effective Time and accordingly, the BVI Co, a direct and wholly-owned subsidiary of the Company, shall become, pursuant to the Merger and the cancellation of the ordinary shares of the Target Company, the holder of the entire issued share capital of the Target Company.

(vi) Re-designation of SPAC Shares

At the Effective Time, the SPAC Shares which are already in existence prior to the Effective Time and not redeemed pursuant to the Share Redemption will be re-designated as Successor Shares and will continue to exist in full force and effect on the terms and conditions of the Successor Memorandum and Articles.

(vii) SPAC Warrants and Promoter Warrants

At the Effective Time, (i) the SPAC Warrants which are already in existence immediately prior to the Effective Time and not redeemed pursuant to the SPAC Warrant Redemption will continue to exist in full force and effect as warrants of the Successor Company (without the need of any conversion), and continue to be governed by the same terms and conditions of the SPAC Warrants under the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) in effect immediately prior to the Effective Time, and (ii) the Promoter Warrants which are already in existence immediately prior to the Effective Time will continue to exist in full force and effect as warrants of the Successor Company, and continue to be governed by the same terms and conditions of the Promoter Warrants under the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) in effect immediately prior to the Effective Time.

For details of the shareholding impact of the De-SPAC Transaction on the Shareholders, please refer to the section headed "M. Effect of the De-SPAC Transaction on shareholdings in the Successor Company" in the "Letter from the Board" of the Circular.

3.3 Negotiated Value of the Target Company

The Negotiated Value of the Target Company in the De-SPAC Transaction is HK$3,500,000,000. The Negotiated Value of the Target Company represents the fair value of the Target Company and was determined through arm's length negotiations between the Company and the Target Company and with the PIPE Investors (who have undertaken independent due diligence on the Target Company) with reference to (i) the business development of the Target Group in recent years; (ii) the valuation conducted by Jones Lang LaSalle Corporate Appraisal and Advisory Limited; and (iii) the business prospects of the Target Group.

The funds raised from the SPAC Offering prior to any redemptions amounted to HK$1,000,500,000. For the purpose of Rule 18B.39 of the Listing Rules, 80% of such amount is HK$800,400,000 (the "**Benchmark Value**"). The Board and the Joint Sponsors are of the view that the Target Company has a fair market value exceeding the Benchmark Value as of the date of the Business Combination Agreement on the basis that the Negotiated Value is greater than the Benchmark Value by 437.3%. Such Negotiated Value, having been determined after arm's length negotiations between the Company and the Target Company (as discussion with the PIPE Investors who have undertaken independent due diligence on the Target Company), provides support for the valuation of the Target Company and represents the fair market value of the Target Company.

3.3.1 Evaluation of the Negotiated Value of the Target Company

The appraised value of the 100% equity interest of the Target Company is one of the key factors for determining reasonableness of the Negotiated Value of the Target Company. An independent valuer, Jones Lang LaSalle Corporate Appraisal and Advisory Limited, ("**Independent Valuer**") was engaged to issue a valuation report (the "**Valuation Report**") on the 100% equity interest in the Target Company. The Valuation Report is set out under Appendix IV to the Circular. We have considered the following factors in assessing the fairness and reasonableness of the appraised value by the Independent Valuer:

3.3.1.1 Independent Valuer's qualification

In assessing the competence of the Independent Valuer, we have reviewed and enquired into (i) the qualification and experience of the Independent Valuer; and (ii) the steps and due diligence measures taken by the Independent Valuer in relation to the preparation of the Valuation Report.

Regarding the qualifications of the Independent Valuer, based on our interview with the Independent Valuer and relevant licenses cited from the website of the International Valuations Standards Council, we noted that the Independent Valuer possessed relevant qualifications to undertake the valuation of the equity interest of the Target Company. This includes the Independent Valuer being registered as a member with the International Valuation Standards Council.

Regarding the competence of the Independent Valuer, we noted that the Independent Valuer is equipped with relevant experience in valuing equity interests; in particular, it is noted that the Independent Valuer had conducted over 100 valuation exercises where it was engaged to appraise equity interests in companies during the past year. In addition, the signing principals of the Valuation Report possess qualifications including FCPA, FRICS, CVA and ICVS.

Based on the above, we are satisfied with the competence of the Independent Valuer in respect of the preparation of the Valuation Report.

Having considered that:

(i) the International Valuation Standards required the valuers to follow ethical principles of integrity, objectivity, impartiality, confidentiality, competence and professionalism to promote and preserve the public trust; and

(ii) the Independent Valuer has confirmed it is independent from the Company during the interview,

we are satisfied with the objectivity of the Independent Valuer in the preparation of the Valuation Report.

3.3.1.2 Valuation methodology

We noted that the Independent Valuer had considered the suitability of three valuation methodologies, being cost approach, income approach and market approach, in appraising the equity value of the Target Company. In selecting the most appropriate valuation approach, we noted the Independent Valuer had considered the following applicability and limitations for each methodology:

(i) **Cost approach**: The market value is established by assessing the cost to reproduce or replace in new condition the assets appraised. This approach furnishes the most reliable indication of value for assets without a known secondary market. However, it does not incorporate information about the economic benefits contributed by the subject assets. The Independent Valuer had not adopted the cost approach as the equity value of the Target Company should be determined based on its ability to generate future economic benefits, rather than by the cost of replacement. Using the cost approach would not reflect the business's future economic benefits in the equity value.

Taking into account that the Target Group is asset-light and that its potentials in generating future economic benefits is not solely reliant on the assets of the Target Group, we concur with the Independent Valuer's view that the cost approach is not applicable for assessing the market value of the equity value of the Target Company.

(ii) **Income approach**: the income approach is a valuation method for determining the market value of a business by converting period benefits of ownership into an indication of value. Although this approach allows for the prospective valuation of future profits, it involves theoretical justifications for the present value of expected future cash flows and numerous assumptions over a long-time horizon, of which the result may be sensitive to inputs. The focus is on reasonably reflecting the future benefits that the asset is likely to generate. As such approach entails detailed operational information and long-term financial projections of the Target Group but such information with substantial objective supporting data is not available, the income approach is inappropriate.

Taking into account that detailed operational information and long-term financial projection of the Target Group is unavailable and that such approach requires extensive assumptions for a single scenario only, we concur with the Independent Valuer that the income approach is not the most appropriate valuation methodology.

(iii) **Market approach:** the market approach is a valuation method for comparing the relevant subject to similar businesses or assets of which established secondary market or transparent and publicly available market values are available. Such approach relies exclusively on the efficient market hypothesis. Such approach captures the market sentiment by taking into account factors such as market supply and demand, investor sentiment and market trends, without relying on subjective assumptions. As the market approach allows for an assessment of opinion of value of the subject asset that is responsive to changes in market conditions and provides a more relevant and objective valuation, the market approach is considered to be the most appropriate valuation approach in appraising the equity value of the Target Company.

Having considered the above and from our experience, it is common for valuers to adopt single methodology in valuation and we agree with the Independent Valuer's rationale for not adopting the income and cost approaches as aforementioned and explained in the Valuation Report, we concur with the Valuer that the market approach is the most appropriate for assessing the equity interest of the Target.

Also, in applying the market approach, we understand that it is critical that there are sufficient businesses of similar nature with publicly available information to reflect investor sentiment. Therefore, in assessing the applicability of such approach, we have looked into the comparable companies selected and the respective selection criteria. We understand that the Independent Valuer has adopted the following criteria in selecting the comparable companies: (i) listed companies; (ii) companies with principal businesses similar to that of the Target Group and that revenue from their e-commerce business segment contribute to over 90% of their total revenue; (iii) companies with principal business locations in Asia; and (iv) companies with market capitalisations ranging from US$100 million to US$1 billion.

In particular, we believe criteria (ii) above is crucial, as one of the key factors in identifying suitable comparable companies in order to achieve a meaningful comparison is that such comparable companies shall operate in the same space (i.e. e-commerce) as the Target Group. In addition, as the Negotiated Value of the Target Company is HK$3.5 billion, we are of the view that it is essential to set the range of market capitalisation as one of the searching criteria, so the comparable companies are similar to the Target Company in terms of their size and scale while not excessively filtering out potential comparable companies. Also, we understand from the Independent Valuer that businesses operating in a lower risk area typically have a higher multiple, and vice versa. As geographic location and revenue

concentration of an e-commerce company like the Target Company can significantly impact the valuation, we believe the limitation of the search to Asia, being the region where the Target operates in, is equally important.

Overall, we consider the selection criteria adopted are fair and reasonable as they capture companies whose principal businesses are comparable to the Target, and where market data is publicly and readily accessible. As a result of the above, four comparable companies ("**Comparables**") have been identified by the Independent Valuer which, based on our review, have been selected in accordance to the Valuer's abovementioned selection criteria. The Comparables are further elaborated below.

3.3.1.3 Assumptions

The appraised value of the equity value of the Target Company was determined subject to general assumptions, including no material change in political, legal, financial, foreign trading and economic situation, no material change in industry development trend, stability and tax rate, etc. We have interviewed the Independent Valuer who advised that the general assumptions adopted in the Valuation Report are commonly adopted in valuation reports for equity interest. Nothing has come to our attention which would lead us to doubt the fairness and reasonableness of the assumptions adopted in the Valuation Report.

Taking into account that (i) the Independent Valuer has sufficient qualification and experience to undertake the valuation of the equity interest of the Target Company; (ii) the valuation methodology of market approach, being one of the three generally accepted valuation approaches, adopted by the Independent Valuer is the most appropriate approach; (iii) the assumptions applied are commonly adopted for in valuation reports for equity interest, we are of the view that the valuation of the equity interest of the Target Company is determined on a fair and reasonable basis.

3.3.1.4 Valuation of 100% equity interest of the Target Company using market approach

In terms of market approach, we understand from the Independent Valuer there are two common methods, namely (i) guideline public company method; and (ii) guideline transaction method. Guideline public companies method. Guideline public companies method requires identifying suitable comparable companies and selection of appropriate trading multiples (further elaborated below), while guideline transaction method takes reference to transaction prices between parties. Due to a lack of recent market transactions with similar nature as the Target Group, while there exist comparable companies with similar business nature as the Target Group, the guideline company method is adopted. Based on our desktop research, we concur with the Independent Valuer that the guideline public company method is more suitable and relevant as there lacks market transactions with similar business nature as the Target Group.

Guideline public company method

We have obtained from the Independent Valuer the details of the Comparables that it has applied to evaluate the equity interest of the Target Company and discussed with the Independent Valuer as to the selection criteria as aforementioned.

In terms of trading multiples, there exists five commonly used benchmark multiples, being (i) price-to-earnings multiple ("**P/E**"); (ii) price-to-book multiple ("**P/B**"); (iii) price-to-sales multiple ("**P/S**"); (iv) enterprise value to EBITDA multiple ("**EV/EBITDA**"); and (v) enterprise value-to-sales multiple ("**EV/Sales**"). For details of each benchmark multiples, please refer to the Valuation Report set out in Appendix IV to the Circular. As (i) the P/E, P/B and P/S multiples are more likely to be distorted when companies have different capital structures; and (ii) EV/EBITDA multiple is not adopted as the Target Group is in a loss making position, we concur with the Independent Valuer that the EV/Sales multiple is the most appropriate benchmark multiple. In addition, the EV/Sales ratio is considered to be more appropriate as compared to price-to-sales ratio due to the fact that EV/Sales takes the Target Group's financial structure into account and hence, reflects a more accurate valuation.

We have obtained from the Independent Valuer details of the Comparables that it has applied to evaluate the equity interest of the Target Company as set out below:

Ticker	Company name	Market capitalisation as at 31 May 2024	Enterprise value	Revenue contribution from e-commerce business	Annual sales in 2023	EV/Sales
		(US$'m)	*(US$'m)*		*(US$'m)*	
SHSE:688365	Hangzhou Raycloud Technology Co., Ltd.	407.0	383.7	99.9%	65.5	5.86
SEHK:2013	Weimob Inc.	578.5	731.9	100.0%	307.0	2.38
TPEX:6741	91APP, Inc.	334.4	254.3	92.1%	42.9	5.93
TSE:4180	Appier Group, Inc.	811.0	699.4	100.0%	167.9	4.17
					Median	**5.01**
	The Target Company		**S$634.4 million**	**100%**	**S$126.6 million (equivalent to US$93.6 million)**	**5.01**

We understand that in valuations, using the median is often preferred over using the mean as it is less affected by outliers or extreme values. As such, by using the median, the impact of possible outliers can be reduced and a more reliable measure of central tendency can be achieved. We concur with the Independent Valuer that using the median multiples of Comparables can provide a better understanding of the typical performance or characteristics of the Comparables, making it a more robust approach for valuation purposes. The implied enterprise value of, using the median of the EV/Sales multiple of the Comparables, amount to S$634.4 million. In deriving at the appraised market value of the equity value of the Target Company, the enterprise value is adjusted by the Target Group's cash and cash equivalents (i.e. S$13.4 million), bank and other borrowings and lease liabilities (i.e. S$3.8 million), convertible loan notes (i.e. S$12.3 million), and non-controlling interests (i.e. S$19,000). As such, the appraised equity interest of the Target Company amounts to approximately S$631.7 million (equivalent approximately HK$3.7 billion or US$468.0 million). Therefore, as the appraised equity interest of approximately HK$3.7 billion approximates to the Negotiated Value of the Target Company of HK$3.5 billion, we are of the view that the Negotiated Value of the Target Company is determined on a fair and reasonable basis.

3.3.1.5 Reasonableness of adopting the market approach

In addition, in considering the fairness and reasonableness of assessing equity interests of companies using the market approach and whether such valuation methodology is on normal commercial terms, of the valuation exercises that the Independent Valuer had conducted in the past year in relation to appraising equity interests of companies, we have looked into further details of these transactions based on (i) transactions conducted by companies listed on the Stock Exchange since November 2023 and up to the Latest Practicable Date; (ii) circulars published by the relevant companies; and (iii) transactions relating to acquisition or disposal of equity interests. Based on such criteria, we have obtained the list of transactions from the Independent Valuer as follows:

Date of circular	Company name	Stock code	Valuation methodology
25 June 2024.	Hengxin Technology Ltd.	1085	Market approach
2 February 2024	Stelux Holdings International Limited	0084	Market approach
15 December 2023	China Rongzhong Financial Holdings Limited	3963	Market approach
30 November 2023	China Youzan Limited	8083	Market approach
29 November 2023	China Aircraft Leasing Group Holdings Limited	1848	Market approach
24 November 2023	Texwinca Holdings Limited	0321	Cost approach

We are of the view that the above number of transactions during the aforementioned period are sufficient for us to form our view on whether the adopted market approach is fair and reasonable. According to the table above of six transactions, we noted that five of the transactions had adopted the market approach methodology. Therefore, we are of the view the market approach adopted by the Independent Valuer in assessing the equity interest of the Target Company is in line with those approaches adopted for the valuation of other transactions and that such valuation methodology is on normal commercial terms.

Furthermore, we have also conducted an independent research in assessing the reasonableness of adopting the market approach for assessing equity interests of companies and whether such valuation methodology is on normal commercial terms. We have looked into details of companies listed on the Stock Exchange that (i) had published circulars relating to acquisition transactions on or prior to 28 June 2024, being the date of the De-SPAC Announcement; and (ii) had engaged an independent valuer (other than Jones Lang LaSalle Corporate Appraisal and Advisory Limited) in assessing the market value of equity interests. Based on such research criteria, we have identified five transactions during the one month period prior to 28 June 2024, which we believe is sufficient to form our view. The five transactions are as follows:

Date of circular	Company name	Stock code	Valuation methodology
28 June 2024	Pak Tak International Limited	2668	Income approach
21 June 2024	New Ray Medicine International Holding Limited	6108	Market approach
21 June 2024	Hans Energy Company Limited	554	Income approach
11 June 2024	EC Healthcare	2138	Market approach
3 June 2024	XD Inc.	2400	Market approach

We noted that three out the five transactions had adopted the market approach methodology. As a result, along with the valuation exercise conducted by the Independent Valuer as mentioned above where five of the six transactions had adopted the market approach methodology, we believe the market approach adopted by the Independent Valuer in assessing the equity interest of the Target Company is a commonly adopted valuation methodology, and hence, we are of the view that applying the market approach in assessing the equity interest of the Target Company is fair and reasonable and that such approach is on normal commercial terms.

3.3.2 Section summary

Taking into account that (i) the valuation of the equity interest of the Target company is determined on a fair and reasonable basis due to the reasons set out under the paragraphs headed "3.3.1.1 Independent Valuer's qualification", "3.3.1.2 Valuation methodology" and "3.3.1.3 Assumptions"; (ii) the Negotiated Value of the Target Company in the amount of HK$3.5 billion approximates to the market value of the equity interest of the Target Company of approximately

HK$3.7 billion based on the trading multiples of the Comparables and valuation methodology applied as mentioned under the paragraph headed "3.3.1.4 Valuation of 100% equity interest of the Target Company using market approach"; and (iii) the valuation methodology adopted in assessing the market value of the equity interest of the Target Company is in line with those adopted by the Independent Valuer, as well as other independent valuers in the market, in deriving the equity interest of other companies as mentioned under the paragraph headed "3.3.1.5 Reasonableness of adopting the market approach", we are of the view that the Negotiated Value of the Target Company is fair and reasonable and is determined on normal commercial terms.

3.4 Consideration Shares and the related issue price per share

Pursuant to the Business Combination Agreement, the Consideration Shares for the Negotiated Value of the Target Company are to be issued at a price of HK$10.00 per Successor Share. Such price also represents:

(i) a premium of 37.0% to the closing price of HK$7.30 per SPAC Share as quoted on the Stock Exchange on 28 June 2024, being the date of the Business Combination Agreement and the PIPE Investment Agreements;

(ii) a premium of 37.0% to the average closing price of HK$7.30 per SPAC Share as quoted on the Stock Exchange for the five (5) trading days immediately prior to the date of the Business Combination Agreement and the PIPE Investment Agreements;

(iii) a premium of 15.6% to the closing price of HK$8.65 per SPAC Share as quoted on the Stock Exchange on the Latest Practicable Date;

(iv) a premium of HK$11.23 over the audited net deficit per SPAC Share of approximately HK$1.23 as at 31 December 2023;

(v) the same as the subscription price of each PIPE Share under the PIPE Investment Agreements; and

(vi) the same as the then Offer Price per SPAC Share under the SPAC Offering, and also the consideration of the Share Redemption.

We also noted that the closing prices of the SPAC Shares have been traded below HK$10.00 during the past 12 months prior to the date of the Business Combination Agreement and the PIPE Investment Agreements and up to the Latest Practicable Date.

Taking into account the above, we are of the view that the issue price per Consideration Share is fair and reasonable.

3.5 Permitted Equity Financing

From the date of the Business Combination Agreement until the Listing Date, the Company and the Target Company may execute one or more permitted equity subscription agreements with one or more Professional Investors, on substantially the same terms as the PIPE Investment Agreements, and/or execute a placing agreement with one or more capital market intermediaries for the placement of Successor Shares at the price of HK$10.00 per Successor Share, together for an aggregate subscription amount of up to HK$500 million.

Given that (i) the additional proceeds raised from the Permitted Equity Financing, the Successor Group will have more flexibility to further enhance the business operations of the Successor Group; (ii) the issue price of HK$10.00 per Successor Share is the same as the Consideration Share (which is fair and reasonable as explained in the section headed "3.4 Consideration Shares and the related issue price per share" above); (iii) assuming an additional maximum amount of HK$500 million is raised, there will be a further issue of 50,000,000 Successor Shares (which from the SPAC Shareholders' perspective, the dilution as a result of the De-SPAC Transaction involving, among other things, the Merger and the PIPE Investments, is disadvantageous; however Independent Shareholders should also take into account the benefits arising as a result of the De-SPAC Transaction as a whole); and (iv) such arrangement of "permitted equity financing" is commonly seen in other announced de-SPAC transactions[1], we are of the view that the Permitted Equity Financing under the Business Combination Agreement is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

3.6 Lock-up undertakings

Pursuant to the Promoter Earn-out and Lock-up Agreement, Successor Shares held, or beneficially owned, by the Promoters will be subject to a lock-up period ending 12 months from the date of Closing, subject to certain exceptions (as may be permitted by the Listing Rules and/or the Stock Exchange) as set out under the Promoter Earn-out and Lock-up Agreement. For our analysis on the Promoter Earn-out and Lock-up Agreement, please refer to the section headed "5. Promoter Earn-out Right" below.

---

[1] Among the SPACs listed on the Stock Exchange, Aquila Acquisition Corporation (stock code: 7836) and Vision Deal HK Acquisition Corp. (stock code: 7827) have published their de-SPAC transactions announcement on 31 August 2023 and 8 December 2023 respectively. Both transactions have not been completed as at the Latest Practicable Date.

Pursuant to the Target Company Majority Shareholder Lock-up Agreements, Alibaba Singapore, Meranti, Metadrome and Venture Lab will be subject to a lock-up period of 12 months from the date of Closing on the Successor Shares issued to such Target Company Majority Shareholders at Closing, subject to certain exceptions as set out under the Target Company Majority Shareholder Lock-up Agreements. For our analysis on the Target Company Majority Shareholder Lock-up Agreement, please refer to the section headed "6. Target Company Founder Earn-out Right" below.

We noted that (i) the lock-up period for the Promoter is prescribed under Rule 18B.66 of the Listing Rules and the same as the announced de-SPAC transactions as mentioned in the section headed "3.5 Permitted Equity Financing" above; and (ii) the lock-up period for the Target Company Majority Shareholder is either the same as one of the announced de-SPAC transactions or longer than one of the announced de-SPAC transactions as mentioned above. Accordingly, we are of the view that such lock-up undertakings show the confidence of the Promoters and the Target Company Majority Shareholders on the Successor Company which is in the interests of the Company and the Shareholders as a whole.

3.7 Section summary

Taking into account the above, we are of the view that the terms of the Business Combination Agreement are fair and reasonable and are in the interests of the Company and the Shareholders as a whole.

4. PIPE Investments

4.1 Principal terms of the PIPE Agreement

The Company and the Target Company entered into PIPE Investment Agreements with ten PIPE Investors. Pursuant to the PIPE Investment Agreements, the PIPE Investors have conditionally agreed to subscribe for, and the Company has conditionally agreed to issue, 55,124,000 PIPE Investment Shares for an aggregate subscription price of HK$551,240,000, or HK$10.00 per PIPE Investment Share.

We noted the total funds to be raised from the PIPE Investors are HK$551.2 million, representing approximately 15.75% of the Negotiated Value of the Target Company, which satisfies the minimum independent third party investment requirement as required under Rule 18B.41 of the Listing Rules.

4.2 Subscription price per PIPE Investment Share

The subscription price per PIPE Investment Share is HK$10.00.

Taking into account our analysis in the section headed "3.4 Consideration Shares and the related issue price per share" above, we are of the view that the subscription price per PIPE Investment Share is fair and reasonable.

4.3 PIPE Investment Amount

For more details on the PIPE Investment Amount with respect to each of the PIPE Investor, please refer to the section headed "The PIPE Investment Amount" in the "Letter from the Board" of the Circular.

4.4 Information on the PIPE Investors

It is noted that the PIPE Investors are either reputable funds or asset management companies or professional financial investors; which will further raise the profile of the Successor Company. For more details of the PIPE Investors, please refer to the section headed "Information on the PIPE Investors" in the "Letter from the Board" of the Circular.

4.5 Use of proceeds

As mentioned in the section headed "2.4 Prospects of the Successor Group" above, part of the proceeds from the PIPE Investments will be applied on expansion of the Successor Group's brand partner network and develop new e-commerce channels and to invest in and continue to adopt advanced technology and artificial intelligence (AI). In addition, we noted that the proceeds will be used (i) towards the Successor Group's growth through mergers and acquisitions, joint ventures, and strategic investments and alliance; (ii) to repay the Successor Group's existing loan facilities and (iii) as general working capital. For more details of the use of proceeds, please refer to the section headed "Future plans and use of proceeds" of the Circular.

4.6 Section summary

Taking into account the above, we are of the view that the PIPE Investments are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

5. Promoter Earn-out Right

Pursuant to the Promoter Earn-out and Lock-up Agreement, the Successor Company is expected to, subject to the conditions and adjustment described below, issue 10,005,000 Promoter Earn-out Shares (being equal to 8% of the total number of shares of the Company in issue as at the date of its listing on 15 August 2022) to the Promoters (or such person or persons as designated by the Promoters). The number of Promoter Earn-out Shares together with the number of Successor Shares that the Promoters will hold (or are entitled to receive upon conversion of the Promoter Shares) will not exceed 28% of the total number of Shares in issue as at the date of the Company's listing on 15 August 2022.

The Promoter Earn-out Right will be triggered only if the volume weighted average price of the Successor Shares equals or exceeds HK$15.00 per Successor Share (the "**Promoter Earn-out Exercise Price**") for any 20 trading days within any 30-trading day period commencing six months after Closing and ending on the fifth anniversary of the date of Closing. The Promoter Earn-out Right may be only be exercised once.

The Promoter Earn-out Right, including the number of Promoter Earn-out Shares to be allotted and issued pursuant to the exercise of the Promoter Earn-out Right and the Promoter Earn-out Exercise Price, will be subject to adjustment for sub-division or consolidation of the Successor Shares provided that it will (i) not result in the Promoters being entitled to a higher proportion of Successor Shares than it was originally entitled as of the date of the listing of the Company (i.e. being no higher than 8% of the total number of Shares in issue as at the date of its listing on 15 August 2022) and (ii) be in compliance with the Listing Rules.

The Promoter Earn-out Right will be cancelled and become void if the De-SPAC Transaction is not completed.

We have crossed check with the description in the SPAC Offering Listing Document and noted such arrangement is under the terms of the SPAC Offering. We have conducted independent research, based on the announcements published, on de-SPAC transactions conducted by SPACs listed on the Stock Exchange since August 2023 (i.e. the first de-SPAC transaction ever announced) and up to the Latest Practicable Date in relation to granting of promotor earn-out rights as follows. It is an exhaustive list based on these criteria.

	Date of announcement	Company name	Stock code	Granting promotor earn-out right	Salient terms
1	31 August 2023	Aquila Acquisition Corporation ("**Aquila**")	7836	Yes	a. The number of promoter earn-out shares together with the number of Aquila Class B Shares (for which the promoters will receive an equivalent number of successor company class A shares immediately following the effective time), represents 29.275% of the total number of shares that Aquila had in issue as at the date of its listing. b. The promoter earn-out right will be triggered only if the volume weighted average price of the successor company class A shares (calculated based on the daily quotation sheets of the Stock Exchange) equals or exceeds HK$12.00 per share for any 20 trading days within any 30-trading day period commencing six months after closing and ending on the fifth anniversary of the date of closing.
2	8 December 2023	Vision Deal HK Acquisition Corp.	7827	No	Not applicable

We believe this research can serve to cross-check the latest market practice in relation to the promotor earn-out right arrangement in a de-SPAC situation. From our aforementioned research, we noted that such earn-out right (which are related to the share price of the successor company after the de-SPAC transaction) is offered in one of the announced de-SPAC transactions as mentioned above. Given the performance target of the Promoter Earn-out Right (which are related to the share price of the Successor Company after the De-SPAC Transaction) will provide incentives for the Promoters to choose a de-SPAC target that will provide the opportunity for business growth and share price appreciation, we are of the view that the grant of the Promoter Earn-out Right is fair and reasonable and in the interests of the Company and the Shareholders as a whole and is determined on normal commercial terms.

6. Target Company Founder Earn-out Right

Pursuant to the Target Company Founder Earn-out Agreement, the Successor Company is expected to, subject to the conditions and adjustment described below, (i) issue up to 42,564,129 Target Company Founder Earn-out Shares, 13,384,148 Target Company Founder Earn-out Shares and 7,674,103 Target Company Founder Earn-out Shares to Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee (or such person or persons as designated by such Target Company Founder), respectively (assuming no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing), or (ii) issue up to 34,652,394 Target Company Founder Earn-out Shares, 10,896,329 Target Company Founder Earn-out Shares and 6,247,657 Target Company Founder Earn-out Shares to Mr. Cement Lee, Ms. Olive Tai and Ms. Zanetta Lee (or such person or persons as designated by such Target Company Founder) respectively (assuming all SPAC Shareholders elect to redeem their SPAC Shares and there is Permitted Equity Financing). The total number of Target Company Founder Earn-out Shares will represent up to 12% of the total number of Successor Shares in issue immediately after Closing, subject to the number of Redeeming SPAC Shares and the number of shares issued under the Permitted Equity Financing.

The Target Company Founder Earn-out Right will be triggered only if the volume weighted average price of the Successor Shares equals or exceeds a price representing a: (a) 20% increase; (b) 30% increase; or (c) 50% increase, respectively, of the closing price of the Successor Shares on the Closing Date, for any 20 trading days within any 30-trading day period commencing twelve months after Closing and ending on the fifth anniversary of the Closing Date. Such triggering events were determined following commercial negotiations between the Target Company and the Company by reference to the share price performance of the Successor Company following Closing as an appropriate incentivisation structure for the Target Company Founders to drive the continuing development and growth of the Successor Company and to provide greater management stability for the operations of the Successor Company going forward.

The Target Company Founder Earn-out Right, including the number of Target Company Founder Earn-out Shares to be allotted and issued pursuant to the exercise of the Target Company Founder Earn-out Right and the Target Company Founder Earn-out Exercise Price, will be subject to adjustment for sub-division (or other dilutive events) or consolidation of the Successor Shares.

The Target Company Founder Earn-out Right will be cancelled and become void if the De-SPAC Transaction is not completed.

We have conducted independent research, based on the announcements published, on de-SPAC transactions conducted by SPACs listed on the Stock Exchange since August 2023 (i.e. the first de-SPAC transaction ever announced) and up to the Latest Practicable Date in relation to granting of successor company founder earn-out right as follows. It is an exhaustive list based on these criteria.

	Date of announcement	Company name	Stock code	Granting successor company founder earn-out right	Salient terms
1	31 August 2023	Aquila	7836	No	Not applicable
2	8 December 2023	Vision Deal HK Acquisition Corp.	7827	Yes	a. The number of maximum issuable earn-out shares represents 10% of the total number of shares that the successor company had in issue as at listing date. b. The earn-out right will be triggered when (i) the volume weighted average price of the successor company shares (calculated based on the daily quotation sheets of the Stock Exchange) equals or exceeds a price representing a 50% increase, 100% increase, 150% increase and 200% increase per share respectively of the per share closing price of the successor company shares as at the listing date in any 25 trading days within any 35-trading day period commencing one month after closing and ending on the fifth anniversary of the closing and during the aforementioned 35-trading day period as a whole; or (ii) when the net profit of the successor company achieves a certain amount within three fiscal years after the closing.

We believe this research can serve to cross-check the latest market practice in relation to the earn-out right arrangement in a de-SPAC situation. From our aforementioned research, we noted that such earn-out right (which are related to the share price performance and profitability of the successor company after the de-SPAC transaction) is offered in one of the announced de-SPAC transactions as mentioned above. Given the performance targets of the Target Company Founder

Earn-out Right will provide incentives for the Target Company Founder to groom the business of the Target Company which, in turn, will enable share price appreciation, we are of the view that the grant of the Target Company Founder Earn-out Right is fair and reasonable and in the interests of the Company and the Shareholders as a whole and is determined on normal commercial terms.

7. Conditions to Closing

7.1 Overall

The De-SPAC Transaction (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares) are subject to approval of the Shareholders at the EGM by ordinary resolution.

7.2 Closing of the Business Combination Agreement

Closing of the Business Combination Agreement is subject to the fulfillment, among other things, (i) approval shall have been granted by the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Successor Shares and the Successor SPAC Warrants on the Main Board of the Stock Exchange; (ii) approval by the Shareholders in respect of, among other things, the transactions contemplated under the Business Combination Agreement; (iii) no objection to the Merger shall have been raised to delay the Merger or cause the Merger not to be consummated; and (iv) an aggregate amount of gross proceeds raised by the PIPE Investments shall be no less than HK$525 million.

The long stop date of the Business Combination Agreement is 31 December 2024 (as may be extended by the mutual written consent of the Company and the Target Company from time to time).

7.3 Closing of the PIPE Investment

The obligations of each PIPE Investor and the Successor Company to consummate the PIPE Investments pursuant to the relevant PIPE Investment Agreements are subject to the satisfaction of the, among other things, all the approvals required to consummate the De-SPAC Transaction having been granted and such grant and permission not having been withdrawn and all of the conditions precedent to the closing of the Merger set forth in the Business Combination Agreement having been satisfied (or validly waived pursuant to the terms thereof).

7.4 Section update up to the Latest Practicable Date

As at the Latest Practicable Date, none of the conditions to Closing have been fulfilled.

8. Reasons for and benefits of the De-SPAC Transaction

8.1 In relation to the Merger

As stated in the SPAC Offering Listing Document, the Company's mission is to generate attractive returns for its Shareholders by selecting a high-quality de-SPAC Target, negotiating favourable acquisition terms at an attractive valuation, and empowering the Successor Company to achieve substantial success after completion of the De-SPAC Transaction. While the Company intends to focus on de-SPAC targets which are companies in the financial services and technology sectors that have competitive edges on sustainability and corporate governance and that have operations or prospective operations in the Greater China area, it has not limited to, and may pursue de-SPAC targets in, any industry or geography. The Company has taken into account the said business strategy and selection criteria for identifying and evaluating prospective de-SPAC targets. Such business strategy has been taken into account by the Company and adopted as one of the non-exhaustive criteria to be used when assessing the de-SPAC targets.

In particular, we noted that the Directors have identified the following general criteria and guidelines that they believe are important in evaluating a prospective de-SPAC target:

- A market leader with compelling competitive advantage;

  The Target Company is a first mover in the digital solutions industry in Southeast Asia. Details are described in the section headed "Industry overview of the Target Group" of the Circular.

- Significant long-term growth prospects with attractive return profile;

  In view of the market leadership and long-term growth prospects, the Target Group is expected to continue to be an established partner for brands and major e-commerce channels in Southeast Asia and be well-positioned to enable its brand partners to further capitalize on these consumer premiumization trends. Details are described in the sections headed "Industry overview of the Target Group" of the Circular and "2.4 Prospects of the Successor Group" above.

- Experienced and visionary management; and

  The Target Group was founded Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, each has over 15 years of experience and deep industry knowledge in retail, commerce and marketing. It is also backed up by leading investors, including Alibaba and Gobi Partners. For more details on the shareholders of the Target Group and the proposed directors of the Successor Company, please refer to the sections headed "Relationship with controlling shareholders of the Successor Company", "Substantial shareholders following the De-SPAC Transaction" and "Successor Directors and senior management of the Successor Company" of the Circular.

- Potential benefits from timely access to public market.

  The Company and the Target Company entered into PIPE Investment Agreements with ten PIPE Investors to raise a sum of approximately HK$551.2 million (before expenses).

Having evaluated a number of potential target companies, the Company considers that the Target Company satisfies the above criteria and that it would be in the interests of the Company to enter into the De-SPAC Transaction with the Target Company.

We have discussed with the Directors and noted that, save for the existing De-SPAC Transaction, discussions with the other potential target companies did not materialise. On the other hand, the Directors have taken into account the abovementioned competitive strengths and prospects of the Target Group and decided to pursue the negotiation with the Target Company and eventually give rise to the De-SPAC Transaction.

Save for the existing De-SPAC Transaction, the Directors confirm that, as at the Latest Practicable Date, the Company is not contemplating or negotiating any other de-SPAC transaction.

Taking into account that the above, we concur with the Directors that the Merger is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

8.2 In relation to the PIPE Investments

The Company considers that the PIPE Investment represents a good opportunity for the Successor Group to raise funds as the PIPE Investment will (i) provide immediate funding to enlarge and strengthen the Successor Company's capital base, (ii) provide support and validation for the Negotiated Value of the Target Company; and (iii) diversify the shareholder base of the

Successor Company given that the PIPE Investors are Professional Investors who have experience in commercial valuation and the ability to assess the commercial viability of the Target Group's business based on their expertise and industry knowledge and operational experience.

It is noted that the unaudited pro forma net assets of the Successor Group, after Closing, will be improved as compared to the unaudited net deficits of the Company of as at 30 June 2024 (for details, please refer to the section headed "10. Potential financial effects of the De-SPAC Transaction on the Company" below). In addition, we noted the background of the PIPE Investors as described in the section headed "Information on the PIPE Investors" in the "Letter from the Board" of the Circular. Accordingly, we concur with the view of the Company that, leveraging on the PIPE Investors' investment experience, the PIPE Investments will further raise the profile of the Successor Company and signify that such investors have confidence in the Successor Company's business and prospect.

We also noted that there are multiple areas which the Successor Group can potentially expand its businesses, in particular, with the proceeds to be raised from the PIPE Investments, the Successor Group will be able, among other things, to continue to expand its brand partner network and develop new commerce channels and to adopt advanced technology and artificial intelligence to enhance its operations.

Based on the above, we are of the view that the PIPE Investments is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

8.3 Section summary

We have also conducted independent research, based on the announcements published, on de-SPAC transactions conducted by SPACs listed on the Stock Exchange since August 2023 (i.e. the first de-SPAC transaction ever announced) and up to the Latest Practicable Date. Below is an exhaustive list based on the aforesaid criteria.

	Date of announcement	Company name	Stock code	Purpose of a SPAC	Method to combine the business of the target company with the SPAC	PIPE investments
1. . . .	31 August 2023	Aquila	7836	Aquila is formed for the purpose of effecting a business combination with one or more businesses.	By way of a merger The de-SPAC transaction will be effected through the merger of Aquila and the target merger subsidiary, following which the separate existence of the target merger subsidiary will cease and Aquila will continue as the surviving entity and become a direct, wholly-owned subsidiary of the successor company.	10 PIPE investors to raise a sum of approximately HK$605.3 million
2. . . .	8 December 2023	Vision Deal HK Acquisition Corp. ("**Vision Deal**")	7827	Vision Deal is formed to effectuate a merger with one or more businesses.	By way of a merger The de-SPAC transaction will be effected through the merger of Vision Deal and the target merger subsidiary, following which the separate existence of the target merger subsidiary will cease and Vision Deal will continue as the surviving entity and become a direct, wholly-owned subsidiary of the successor company.	20 PIPE investors to raise a sum of approximately HK$576 million (subject to adjustment to up to approximately HK$610 million)

Date of announcement	Company name	Stock code	Purpose of a SPAC	Method to combine the business of the target company with the SPAC	PIPE investments
28 June 2024	**HK Acquisition**	**7841**	**The Company is incorporated for the purpose of conducting an acquisition of, or a business combination with, one or more companies or operating businesses.**	**By way of a merger** **The De-SPAC Transaction will be effected through the Merger of the Target Company and Merger Sub, following which the separate existence of Merger Sub shall cease and the Target Company shall be the surviving entity in the Merger and subsist under its existing name as an indirect wholly-owned subsidiary of the Successor Company.**	**10 PIPE Investors to raise a sum of approximately HK$551.2 million**

From our aforementioned research, we observed that all the de-SPAC transactions involved (i) the acquisition of, or a business combination with a target business, which is the purpose of a SPAC; and (ii) raise funds by means of PIPE investments to further develop the business of the successor company. In view of the aforesaid, we are of the view that the transactions contemplated under the De-SPAC Transaction is in the ordinary and usual course of business of the Company.

Taking into account (i) our views set out in this section above; (ii) the reasons for and benefits of the Promoter Earn-out Rights and the Target Company Founder Earn-out Rights respectively as mentioned above; and (iii) the lock-up arrangement with the Target Company Majority Shareholder as mentioned above, we are of the view that the De-SPAC Transaction is fair and reasonable and in the interests of the Company and the Shareholders as a whole.

9. Effect of the De-SPAC Transaction on the shareholding structure of the Company

Upon Closing, each Promoter Share will automatically convert into one Successor Share in accordance with the terms of the existing articles of association of the Company, and immediately following the Effective Time, and each Redeeming SPAC Share will be automatically cancelled and cease to exist in exchange for the right to receive a share redemption price of not less than HK$10 per SPAC Share to be paid out of the monies held in the SPAC Offering Escrow Account.

SPAC Shareholders (excluding the Redeeming SPAC Shareholders) and Promoter Shareholders will continue to be shareholders of the Successor Company together with the PIPE Investors, investors of the Permitted Equity Financing (if any) and the existing shareholders of the Target Company.

9.1 Expected shareholding in the Successor Company and the potential dilution effect of the De-SPAC Transaction to the existing SPAC Shareholders

9.1.1 Assuming no redemption of the SPAC Shares and the SPAC Warrants

If the existing SPAC Shareholders and the SPAC Warrantholders decided to redeem the SPAC Shares and the SPAC Warrants in full, then there will not be any impact to their interest held in the Successor Company following the Closing. Accordingly, we have only considered the dilution effect to the De-SPAC Transaction to the existing SPAC Shareholders (assuming no redemption of the SPAC Shares and the SPAC Warrants) set out below.

Assuming no redemption of the SPAC Shares and the SPAC Warrants, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing, the expected shareholding in the Successor Company immediately after Closing will be as follows:

	Before Closing		**Immediately after Closing**	
Shareholders of the Company/the Successor Company	**Number of SPAC Shares**	**Shareholding**	**Number of Successor Shares**	**Shareholding**
Existing shareholders of the Target Company	Nil	0%	350,000,000	66.01%
PIPE Investors	Nil	0%	55,124,000	10.40%
SPAC Shareholders	100,050,000	80.00%	100,050,000	18.87%
Promoters	25,012,500	20.00%	25,012,500	4.72%
Total	**125,062,500**	**100.00%**	**530,186,500**	**100.00%**

As illustrated from the table above, shareholding of the SPAC Shareholders will be diluted from 80.00% to 18.87% immediately upon Closing. For more details of the effect of the De-SPAC Transaction on the shareholding structure of the Company, please refer to the section headed "M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company" in the "Letter from the Board" of the Circular.

If the Successor SPAC Warrants and the Promoter Warrants are exercised in full, an aggregate of 40,712,500 Successor Shares will be issued, representing a maximum dilution impact of 7.01% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC Shareholders elect to redeem their SPAC Shares, no SPAC Warrantholders elect to redeem their SPAC Warrants and there is no Permitted Equity Financing.

Assuming no adjustments to the number of Promoter Earn-out Shares pursuant to the terms and conditions of the Promoter Earn-out and Lock-up Agreement and the Promoter Earn-out Shares are issued in full, an aggregate of 10,005,000 Successor Shares will be issued, representing a maximum dilution impact of 1.72% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC Shareholders elect to redeem their SPAC Shares, the Successor SPAC Warrants and the Promoter Warrants are not exercised and there is no Permitted Equity Financing.

The Target Company Founder Earn-out Shares may only be issued commencing 12 months after Closing and ending on the fifth anniversary of the Closing Date and subject to the satisfaction of certain conditions. Assuming no adjustments to the number of Target Company Founder Earn-out Shares pursuant to the terms and conditions of the Target Company Founder Earn-out and Lock-up Agreement and the Target Company Founder Earn-out Shares are issued in full, an aggregate of 63,622,380 Successor Shares will be issued, representing a maximum dilution impact of 12% in the shareholding in the Successor Company immediately after Closing, assuming no SPAC Shareholders elect to redeem their SPAC Shares, the Successor SPAC Warrants and the Promoter Warrants are not exercised and there is no Permitted Equity Financing.

Based on the information set out in the table above, and assuming (i) the Successor SPAC Warrants and the Promoter Warrants are exercised in full (i.e. an aggregate of 40,712,500 Successor Shares); (ii) there is no Permitted Equity Financing; (iii) the Promoter Earn-out Shares are issued in full (i.e. an aggregate of 10,005,000 Successor Shares); and (iv) the Target Company Founder Earn-out Shares are issued in full (i.e. an aggregate of 63,622,380 Successor Shares), shareholding of the SPAC Shareholders will be further diluted from 18.87% as mentioned above to 15.52% at the maximum. From the SPAC Shareholders' perspective, such dilution itself is disadvantageous. Notwithstanding this, we believe it is relevant to analyse the positive impact to the financial position of the Successor Company as a result of the De-SPAC Transaction that will bring to the Independent Shareholders. For more details, please refer to the section headed "10. Potential financial effects of the De-SPAC Transaction on the Company" below.

Existing SPAC Shareholders (other than the Redeeming SPAC Shareholders) should note that the Closing will have no effect on the existing SPAC Shareholders (other than the Redeeming SPAC Shareholders) who will remain as the shareholders of the Successor Company and the existing share certificates of the SPAC Shares which will continue to be valid evidence of legal title for the Successor Shares and be valid for delivery, trading, settlement and registration purposes.

Existing SPAC Warrantholders (other than the Redeeming SPAC Warrantholders) should note that the Closing will have no effect on the existing SPAC Warrantholders (other than the Redeeming SPAC Warrantholders) who will remain as the warrantholders of the Successor Company and the existing warrant certificates of the SPAC Warrants which will continue to be valid evidence of legal title of the Successor SPAC Warrants and be valid for delivery, trading, settlement and registration purposes.

10. Potential financial effects of the De-SPAC Transaction on the Company

The unaudited pro forma financial information of the Successor Group set out in Appendix III to the Circular is prepared to illustrate:

(a) the consolidated financial position of the Successor Group as if the De-SPAC Transaction had been completed on 30 June 2024;

(b) the consolidated results and cash flows of the Successor Group as if the De-SPAC Transaction had been completed on 1 January 2023; and

(c) the consolidated net tangible assets of the Successor Group attributable to the owners of the Successor Company as if the De-SPAC Transaction had been completed on 30 June 2024;

and based on the following assumptions:

1. 55,124,000 Successor Shares (subject to adjustments) are issued to the PIPE Investors pursuant to the PIPE Investment Agreements;

2. Scenario 1 There is no Permitted Equity Financing

   Scenario 2 The Successor Company would conduct the Permitted Equity Financing to the extent required so as to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing. Additional gross proceeds of HK$15,000,000 (equivalent to S$2,610,000 as at 30 June 2024 or S$2,570,000 as at 1 January 2023) from Permitted Equity Financing Investors are assumed. The Permitted Equity Financing Investors would be issued 1,500,000 shares of the Successor Company at HK$10 per share. For the year ended 31 December 2023, the foreign exchange gain arising from the net proceeds from the PIPE Investors and Permitted Equity Financing Investors is assumed to be insignificant.

3. no HKAC Listed Warrant holder elects to redeem any HKAC Listed Warrants pursuant to the SPAC Warrant Redemption; and

4. Scenario 1 **Assuming no Redemptions:** This presentation assumes that no shareholders of HKAC Class A Shares of HKAC ("**SPAC Shares**") exercise their rights to redeem any of their SPAC Shares of HKAC and thus the full amount held in the Escrow Account at Closing is available to the De-SPAC Transaction.

   Scenario 2 **Assuming maximum Redemptions:** This presentation assumes that 100,050,000 SPAC Shares are redeemed, which represents the maximum amount of redemption. Scenario 2 is prepared based on the same assumptions under Scenario 1, with additional adjustments to reflect the effect of maximum redemptions.

10.1 Effect on net assets

Based on the unaudited pro forma consolidated statement of financial position of the Successor Group as set out in Appendix III to the Circular, the effect on the net assets of the SPAC/Successor Group immediately after Closing will be as follows:

	Immediately before Closing		**Immediately after Closing**	
			Scenario 1	**Scenario 2**
	HK$'000	*S$'000*	*S$'000*	*S$'000*
Current assets	23,583	4,104	261,358	88,033
— Cash and Cash equivalent	7,889	1,373	239,528	66,203
Non-current assets	1,011,148	175,940	56,147	56,147
Total assets	1,034,731	180,044	317,505	144,180
Current liabilities	1,178,032	204,978	81,923	81,923
Total liabilities	1,178,032	204,978	105,203	105,203
Net (deficits)/assets attributable to owners of the SPAC/the Successor Company	(143,301)	(24,934)	212,321	38,996

In short, the Successor Group's financial position would improve from net deficits attributable to owners of the SPAC of approximately S$24.9 million (equivalent to approximately HK$143.3 million) to net assets attributable to the owners of the Successor Company under Scenario 1: approximately S$212.3 million (equivalent to approximately HK$1,220.2 million) or Scenario 2: approximately S$39.0 million (equivalent to approximately HK$224.1 million).

The unaudited pro forma adjusted consolidated net tangible assets and consolidated net tangible liabilities attributable to the owners of the Successor Company as at 30 June 2024 of approximately S$157.8 million (equivalent to approximately HK$906.8 million) and approximately S$15.5 million (equivalent to approximately HK$89.3 million) under Scenario I and Scenario II respectively is calculated using the total equity attributed to the owners of the Successor Company of approximately S$212.3 million (equivalent to approximately HK$1,220.2 million) and approximately S$39.0 million (equivalent to approximately HK$224.1 million) under Scenario I and Scenario II of the unaudited pro forma consolidated statement of financial position of the Successor Group as at 30 June 2024, respectively, after deducting the intangible assets and goodwill attributable to the owners of the Successor Company as derived from the historical financial information of the Target Group as set out in Appendix I to the Circular, amounting to approximately S$5.2 million (equivalent to approximately HK$29.9 million) and approximately S$49.3 million (equivalent to approximately HK$283.5 million), respectively.

10.2 Gearing position

As at 30 June 2024, the Group's gearing ratio, calculated based on total debts divided by total equity, was nil.

Based on the unaudited pro forma consolidated statement of financial position of the Successor Group as set out in Appendix III to the Circular, it is expected that the gearing ratio of the Successor Group would be insignificant.

10.3 Working capital

Based on the unaudited pro forma consolidated statement of financial position of the Successor Group as set out in Appendix III to the Circular, the net current liabilities position of the SPAC as at 30 June 2024 of approximately S$200.9 million (equivalent to approximately HK$1,154.4 million) will be improved to a net current assets position: for Scenario 1: approximately S$179.4 million (equivalent to approximately HK$1,031.2 million) or Scenario 2: approximately S$6.1 million (equivalent to approximately HK$35.1 million) due mainly to the PIPE Investments.

As stated in the section headed "Working capital sufficiency" in the section headed "Business of the Target Group" of the Circular, it is noted that the Successor Directors are of the opinion that, after taking into account the estimated net proceeds from the De-SPAC Transaction and the expected cash generated from operating activities, the Successor Group has sufficient working capital to satisfy its requirements for the next 12 months from the date of the Circular.

10.4 Effect on loss

Following the Closing, the financial results of the Target Group will be consolidated into the Group.

Based on the unaudited pro forma consolidated statement of profit or loss of the Successor Group as set out in Appendix III to the Circular, the effect on the loss of the Successor Group (as if the De-SPAC Transaction had taken place on 1 January 2023) will be as follows:

	Immediately before Closing		**Immediately after Closing**	
			Scenario 1	**Scenario 2**
	HK$'000	*S$'000*	*S$'000*	*S$'000*
Loss for the year attributable to owners of the SPAC/the Successor Company	(46,264)	(7,937)	(303,565)	(284,495)

The loss was widened due mainly to (i) the professional fees and expenses relating to the De-SPAC Transaction of approximately S$10.2 million (equivalent to approximately HK$59.5 million); (ii) upon consummation of the De-SPAC Transaction, the conversion rights attaching to the SPAC Promoter Shares and the SPAC Promoter Warrants, which were classified as share-based payments of the SPAC, would meet the vesting conditions, which would result in an additional share-based payment expenses of approximately S$32.8 million (equivalent to approximately HK$191.4 million); (iii) the Target Company Founder Earn-out Right, which were classified as share-based payments, would meet the vesting condition of which is assumed to be met within 12 months after the completion of the De-SPAC Transaction for pro forma purpose, which would result in an additional share-based payment expenses of S$99.5 million (equivalent to approximately HK$571.7 million) and S$80.7 million (equivalent to approximately HK$463.8 million) under scenario I and II respectively; (iv) as detailed in Appendix IX Statutory And General Information under heading "Awards and options granted under the Share Option and Award Scheme", the Target Company would grant share awards in respect of an aggregate of 53,926,868 Target Company Shares and options in respect of an aggregate of 33,850,000 Target Company Shares to its founders and employees which would be vested on completion of De-SPAC Transaction and result in an share-based payment expense of S$46.4 million (equivalent to approximately HK$270.9 million) in accordance with IFRS 2 for the year ended 31 December 2023. Such expenses and fair value changes are subject to changes based on valuation; and (v) the additional De-SPAC Transaction expense of both scenarios of approximately S$111.5 million (equivalent to approximately HK$650.8 million) arising from (a) the difference between the fair value of the shares issued by the Target Company in excess of the fair value of the adjusted net assets of the SPAC; (b) the warrant liabilities arising from the conversion into the Successor Promoter Warrants; and (c) earn-out liabilities (only applicable for Scenario I).

10.5 Section summary

In view of the above potential financial effects, we are of the view that (i) the De-SPAC Transaction will improve the net assets and working capital position of the Successor Group; and (ii) the reasons for and merits of the De-SPAC Transaction as discussed under the section headed "8. Reasons for and benefits of the De-SPAC Transaction" above out-weight the one-off non-cash negative impact (i.e. a significant loss incurred) which further widened the loss of the Successor Group as a result of the De-SPAC Transaction. Hence, we are of the view that the overall financial effects on the Successor Group as a result of the De-SPAC Transaction are acceptable.

The above analyses are for illustrative purpose only and do not purport to represent how the financial performance and position of the Successor Group would actually be after Closing. Further details of the financial effects of the De-SPAC Transaction, assuming the Closing took place together with the bases and assumptions taken into account in preparing the unaudited pro forma financial information are set out in Appendix III to the Circular.

RECOMMENDATIONS

Having considered the above, we are of the opinion that (i) the terms of the De-SPAC Transaction are fair and reasonable; and (ii) the entering into of the transactions contemplated under the De-SPAC Transactions are on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Accordingly, we would recommend the Independent Shareholders, as well as the Independent Board Committee to advise the Independent Shareholders to vote in favour of the resolution relating to the De-SPAC Transaction to be proposed as the EGM.

Shareholders' attention is drawn to the fact that the Company must complete a de-SPAC transaction within 36 months from the Listing Date in accordance with Rule 18B.70 of the Listing Rules (i.e. 15 August 2025), unless an extension of up to six months is approved by an ordinary resolution of the SPAC Shareholders and granted by the Stock Exchange. If the De-SPAC Transaction is not approved by the SPAC Shareholders at the EGM or completed for any reason:

- **the Company will not redeem any SPAC Shares and SPAC Warrants and all Share Redemption and SPAC Warrant Redemption requests will be cancelled; and**

- **subject to the deadlines under the Listing Rules, the listings of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be maintained; however, the Company may not have sufficient time to identify another de-SPAC target and negotiate a de-SPAC transaction before it is required to wind up as provided for in the Listing Rules.**

Independent Shareholders should note that in the event of termination of the Business Combination Agreement, the De-SPAC Transaction is not completed within the required timeframe mentioned above, the Company's operations will be ceased and the trading of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be suspended, and within one month of the suspension, the Company will return the funds to all SPAC Shareholders the monies held in the SPAC Offering Escrow Account on a pro rata basis, for a per-Share amount equal to the amount then held in the SPAC Offering Escrow Account (including interest and other income earned on the funds held therein which have not been previously authorised for release to pay our expenses and taxes), divided by the number of SPAC Shares then in issue and outstanding, which will be not less than the Offer Price (as defined in the SPAC Offering Listing Document). For more details in this respect, please refer to the section headed "Proceeds from the SPAC Offering and Escrow Account" in the SPAC Offering Listing Document.

Yours faithfully,
For and on behalf of
Altus Capital Limited

Jeanny Leung	**Leo Tam**
Responsible Officer	*Responsible Officer*

*Ms. Jeanny Leung ("**Ms. Leung**") is a Responsible Officer of Altus Capital licensed to carry on Type 6 (advising on corporate finance) regulated activity under the SFO and permitted to undertake work as a sponsor. She is also a Responsible Officer of Altus Investments Limited licensed to carry on Type 1 (dealing in securities) regulated activity under the SFO. Ms. Leung has over 30 years of experience in corporate finance advisory and commercial field in Greater China, in particular, she has participated in sponsorship work for initial public offerings and acted as financial adviser or independent financial adviser in various corporate finance advisory transactions.*

*Mr. Leo Tam ("**Mr. Tam**") is a Responsible Officer of Altus Capital Limited licensed to carry on Type 6 (advising on corporate finance) regulated activity under the SFO and permitted to undertake work as a sponsor. He has over nine years of experience in corporate finance and advisory in Hong Kong, in particular, he has participated in sponsorship work for initial public offerings and acted as financial adviser or independent financial adviser in various corporate finance transactions. Mr. Tam is a certified public accountant of the Hong Kong Institute of Certified Public Accountants.*

IMPORTANT NOTICE TO SHAREHOLDERS AND WARRANTHOLDERS AND ACTIONS TO BE TAKEN

A. ACTIONS TO BE TAKEN

1. Actions to be taken by the Shareholders and the Warrantholders

A form of proxy for use respectively at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting is accompanying this circular sent to the Registered Shareholders, and a form of proxy for use respectively at the Warrantholder Meeting and the SPAC Warrantholder Meeting is accompanying the Warrantholder Meeting Circular sent to the Registered Warrantholders.

Whether or not you are able to attend the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, you are strongly urged to complete and sign the accompanying form of proxy in respect of the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting, in accordance with the instructions printed on them, and to lodge them at the Company's Hong Kong Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for holding the EGM (i.e. not later than 8:00 a.m. on Wednesday, October 23, 2024), the Warrantholder Meeting (i.e. not later than 8:05 a.m. on Wednesday, October 23, 2024) or the SPAC Warrantholder Meeting (i.e. not later than 8:10 a.m. on Wednesday, October 23, 2024), as the case may be, or any adjournment thereof (as the case may be). Completion and return of the form(s) of proxy will not preclude you from attending and voting in person at the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting if you so wish. In such event, the returned form of proxy for the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, as the case may be, will be deemed to have been revoked.

If you do not appoint a proxy and you do not attend and vote at the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, you will still be bound by the outcome of the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting. You are therefore strongly urged to attend and vote at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting in person or by proxy.

For the purpose of determining the entitlements of the Shareholders and the Warrantholders to attend and vote at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting, the register of members and the register of warrantholders of the Company will be closed from Tuesday, October 22, 2024 to Friday, October 25, 2024 (both days inclusive) and, during such period, no transfer of Shares and Warrants will be effected. In order to qualify to vote at the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, all transfer documents

accompanied by the relevant share certificates or warrant certificates must be lodged with the Company's Hong Kong Share Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong not later than 4:30 p.m. on Monday, October 21, 2024.

An announcement will be made by the Company in relation to the results of the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting and, if all the resolutions are passed at the EGM, further announcement(s) will be made in relation to the Closing Date.

Voting at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting will be taken by poll.

2. Actions to be taken by Beneficial Owners whose Shares or Warrants are held by a Registered Shareholder or a Registered Warrantholder

No person shall be recognized by the Company as holding any Shares or Warrants on trust.

If you are a Beneficial Owner whose Shares or Warrants are registered in the name of a nominee, trustee, depositary or any other authorized custodian or third party, you should contact such Registered Shareholder or Registered Warrantholder to give instructions to and/or to make arrangements with such Registered Shareholder or Registered Warrantholder as to the manner in which the Shares or the Warrants beneficially owned by you should be voted at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting.

If you are a Beneficial Owner who wishes to attend the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting personally, you should: (a) contact the Registered Shareholder or the Registered Warrantholder directly to make the appropriate arrangements with the Registered Shareholder or the Registered Warrantholder to enable you to attend and vote at the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, as the case may be, and, for such purpose, the Registered Shareholders or the Registered Warrantholders may appoint you as its proxy; or (b) arrange for some or all of the Shares or the Warrants registered in the name of the Registered Shareholder or the Registered Warrantholder to be transferred into your own name.

The appointment of a proxy by the Registered Shareholder or the Registered Warrantholder at the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting must be made in accordance with all relevant provisions in the Articles and the terms of the Warrants, as the case may be. In the case of the appointment of a proxy by the Registered Shareholder or the Registered Warrantholder, the relevant forms of proxy must be completed and signed by the Registered Shareholder or the Registered Warrantholder and should be lodged in the manner and before the

latest time for lodging the relevant forms of proxy as described in this circular or the Warrantholder Meeting Circular. The completion and return of a form of proxy for the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting will not preclude the Registered Shareholder or the Registered Warrantholder from attending and voting in person at the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, as the case may be. In such event, the returned form of proxy will be deemed to have been revoked.

Instructions to and/or arrangements with the Registered Shareholder or the Registered Warrantholder should be given or made in advance of the relevant latest time for the lodgment of the forms of proxy in respect of the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting in order to provide the Registered Shareholder or the Registered Warrantholder with sufficient time to complete his/her/its forms of proxy accurately and to lodge them by the deadline. To the extent that any Registered Shareholder or the Registered Warrantholder requires instructions from or arrangements to be made with any Beneficial Owner at a particular date or time in advance of the relevant latest time for the lodgment of the forms of proxy in respect of the EGM, the Warrantholder Meeting or the SPAC Warrantholder Meeting, then any such Beneficial Owner should comply with the requirements of such Registered Shareholder or the Registered Warrantholder.

3. Actions to be taken by Beneficial Owners whose Shares or Warrants are deposited in CCASS

If you are a Beneficial Owner whose SPAC Shares or SPAC Warrants are deposited in CCASS and registered under the name of HKSCC Nominees Limited, you should, unless you are admitted to participate in CCASS as a HKSCC participant, contact your broker, custodian, nominee or other relevant person who is, or has in turn deposited such SPAC Shares or SPAC Warrants with, a HKSCC participant regarding voting instructions to be given to such persons.

The procedure for voting by HKSCC participants and the other HKSCC participants with respect to SPAC Shares or SPAC Warrants registered under the name of HKSCC Nominees Limited shall be in accordance with the "Operating Guide for Investor Participants", the "General Rules of HKSCC" and the "HKSCC Operational Procedures" in effect from time to time.

4. Exercise Your Right to Vote

If you are a Shareholder, a Warrantholder or a Beneficial Owner, you are strongly encouraged to exercise your right to vote or to give instructions to the relevant Registered Shareholder or Registered Warrantholder to vote in person or by proxy at the EGM, the Warrantholder Meeting

and the SPAC Warrantholder Meeting. If you keep any SPAC Shares or SPAC Warrants in a securities lending program, you are urged to recall any outstanding SPAC Shares or SPAC Warrants on loan to avoid market participants using borrowed stock to vote.

In respect of SPAC Shares or SPAC Warrants of which you are the Beneficial Owner and which are deposited in CCASS, you are encouraged to contact your broker, custodian, nominee or other relevant person regarding voting instructions in relation to the manner in which those SPAC Shares or SPAC Warrants should be voted at the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting without delay.

If you are a Registered Shareholder or Registered Warrantholder holding Shares or Warrants on behalf of one or more Beneficial Owners, you should inform the relevant Beneficial Owner(s) about the importance of exercising their right to vote.

B. SHARE REDEMPTION

Prior to the EGM to approve the De-SPAC Transaction, the Company will provide the SPAC Shareholders with the opportunity to elect to redeem all or part of their holdings of SPAC Shares at the Share Redemption Price to be paid out of the monies held in the SPAC Offering Escrow Account.

There is no limit on the number of SPAC Shares which a SPAC Shareholder (alone or together with their close associates) may redeem. SPAC Shareholders may elect to have all or part of their holdings of SPAC Shares redeemed without attending or voting at the EGM and, if they do vote they may still elect to redeem their SPAC Shares irrespective whether they vote for or against or abstain from voting on the De-SPAC Transaction.

Each Redeeming SPAC Share issued and outstanding immediately prior to the Effective Time will automatically be canceled and cease to exist and will thereafter represent only the right to be paid the Share Redemption Price in accordance with the Articles. The Closing will have no effect on the existing SPAC Shareholders (other than the Redeeming SPAC Shareholders) who will remain as the shareholders of the Successor Company and the existing share certificates of the SPAC Shares which will continue to be valid evidence of legal title for the Successor Shares and be valid for delivery, trading, settlement and registration purposes.

IMPORTANT NOTICE TO SHAREHOLDERS AND WARRANTHOLDERS AND ACTIONS TO BE TAKEN

1. Share Redemption Price

The Share Redemption Price, payable in cash, will be equal to the aggregate amount then on deposit in the SPAC Offering Escrow Account calculated as of two Business Days prior to the Closing Date (including interest earned on the funds held in the SPAC Offering Escrow Account and which has not previously been released or approved by the Board for release to the Company to pay for its expenses or taxes), divided by the number of the then issued and outstanding SPAC Shares. The Share Redemption Price will in any case be no less than HK$10.00 per SPAC Share, being the SPAC Share Issue Price.

If, at the time the redemption payment is calculated, there is interest or other income in the SPAC Offering Escrow Account, and such amounts have not been authorized by the Board for release from the SPAC Offering Escrow Account to pay the Company's expenses or taxes as permitted by the Listing Rules, SPAC Shareholders will be entitled to a *pro rata* share of such amounts. This would have the effect of increasing the per-share Share Redemption Price to an amount higher than HK$10.00.

If, however, such interest or other income amounts have been authorized by the Board for release from the SPAC Offering Escrow Account, SPAC Shareholders will have no entitlement to such amounts and their redemption payments will be limited to HK$10.00 per SPAC Share. The Share Redemption Price will be determined at HK$10.00 per SPAC Share as the Board expects to release or approve for release all other funds in the SPAC Offering Escrow Account to pay for its expenses or taxes in accordance with the terms of the Articles.

2. Share Redemption Election Period

The Share Redemption Election Period starts on Thursday, October 3, 2024, being the date of the notice of the EGM and ends on Friday, October 25, 2024 at 8:00 a.m., being the date and time of commencement of the EGM.

3. Procedure to elect for Share Redemption

Registered Shareholders

A Share Redemption election will not be accepted unless the duly completed and executed Share Redemption Election Form is accompanied by the delivery of the share certificate(s) representing the relevant number of SPAC Shares to the Hong Kong Share Registrar by the end of the Share Redemption Election Period. The Share Redemption Election Form is dispatched to SPAC Shareholders together with the notice of EGM and this circular.

IMPORTANT NOTICE TO SHAREHOLDERS AND WARRANTHOLDERS AND ACTIONS TO BE TAKEN

SPAC Shareholders who are Registered Shareholders and who wish to exercise their right for Share Redemption and HKSCC Nominees (who may make elections in respect of the SPAC Shares held by it on behalf of the relevant Beneficial Owners) must:

(i) complete the Share Redemption Election Form in accordance with the instructions printed thereon (and, in the case of joint holders, signed by all the joint holders to which it relates, and in the case of a holder or a joint holder which is a body corporate, signed on its behalf by one of its directors or a duly authorized signatory) in respect of part or all of their SPAC Shares registered in their names; and

(ii) return the duly completed and executed Share Redemption Election Form together with the share certificates of the relevant Redeeming SPAC Shares to the Hong Kong Share Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong during the Share Redemption Election Period but in any event so as to reach the above address by not later than 8:00 a.m. on Friday, October 25, 2024, being the end of the Share Redemption Election Period, or such later date and time as may be notified by announcement published on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com***.

The Share Redemption Election Form will only be valid if, among others, the relevant SPAC Shareholder duly completing and delivering it in accordance with the instructions therein is a Registered Shareholder as at the end of the Share Redemption Election Period.

No acknowledgement of receipt of any Share Redemption Election Form will be given.

A Share Redemption Election Form which is completed and returned may only be amended, withdrawn or revoked pursuant to the procedures described below before or by the end of the Share Redemption Election Period, and will be irrevocable after expiry of the Share Redemption Election Period. The Company reserves the right to reject any Share Redemption Election Form which it determines to not be duly completed or executed in accordance with the instructions therein, or containing inaccurate, incorrect, invalid or incomplete information or illegible writing, or otherwise not valid in accordance with the terms of the Share Redemption as set out in this circular or the Listing Rules. In that case, the relevant Redeeming SPAC Shareholder will not receive any Share Redemption Price. None of the Company, the Successor Company or the Hong Kong Share Registrar is obliged to return the Share Redemption Election form to such Redeeming SPAC Shareholder or give notice to any Redeeming SPAC Shareholder of the rejection of any Share Redemption Election Form and each of them hereby disclaims any and all liabilities arising from not giving such notification.

Any SPAC Shareholder who holds SPAC Shares as a nominee, trustee or registered shareholder in any other capacity will not be treated differently from any other Registered Shareholder. A Beneficial Owner whose SPAC Shares are registered in the name of a Registered Shareholder and who wishes to exercise the right for Share Redemption should contact such Registered Shareholder to give instructions to and to make arrangements with such Registered Shareholder as to the election.

For the avoidance of doubt, the Share Redemption Election Form is not for use as a form of proxy or otherwise at the EGM. The form of proxy must be used for the purpose of voting on the relevant resolutions to approve the De-SPAC Transaction at the EGM.

SPAC Shareholders who have sold or transferred all of their SPAC Shares should at once hand this circular and the accompanying form of proxy and the Share Redemption Election Form to the purchaser or the transferee or to the licensed securities dealer or registered institution in securities, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee. Copies of the Share Redemption Election Form can also be obtained from the Hong Kong Share Registrar during usual business hours on any day (other than Saturdays, Sundays or statutory holidays in Hong Kong) until the end of the Share Redemption Election Period.

Beneficial Owners

Any Beneficial Owner whose SPAC Shares are deposited in CCASS and registered in the name of HKSCC Nominees who wishes to exercise the right for Share Redemption must, unless such Beneficial Owner is a person admitted to participate in CCASS as a HKSCC participant, contact its broker, custodian, nominee or other relevant person who is, or has in turn deposited such SPAC Shares with, a HKSCC participant as soon as possible regarding how and the deadline for giving instructions to exercise the right for Share Redemption.

Amendment, Withdrawal or Revocation of Share Redemption Election

Any request for redemption, once made by a Redeeming SPAC Shareholder, may be withdrawn at any time up to the end of the Share Redemption Election Period at the time of commencement of the EGM.

Redeeming SPAC Shareholders who are Registered Shareholders may make an amendment, withdrawal or revocation request by contacting the Hong Kong Share Registrar. If a Redeeming SPAC Shareholder has returned its SPAC Share certificate (if any) together with the Share Redemption Election Form to the Hong Kong Share Registrar and later decides prior to the end of

the Share Redemption Election Period not to exercise the right for Share Redemption, such Redeeming SPAC Shareholder may request that the Hong Kong Share Registrar return the relevant SPAC Share certificate(s).

Any Beneficial Owner whose SPAC Shares are deposited in CCASS and registered in the name of HKSCC Nominees who wishes to amend, withdraw or revoke its instructions to exercise its right for Share Redemption must, unless such Beneficial Owner is a person admitted to participate in CCASS as a HKSCC participant, contact its broker, custodian, nominee or other relevant person who is, or has in turn deposited such SPAC Shares with, a HKSCC participant as soon as possible.

4. Payment of Share Redemption Price

Subject to Closing having occurred, payment of the Share Redemption Price is expected to be made on the date of Closing at the earliest and in any case within five business days following the Closing. On the basis that Closing is on Wednesday, October 30, 2024, payment of the Share Redemption Price will be made on or before Wednesday, November 6, 2024.

Pursuant to the terms of the SPAC Offering Escrow Agreement, the Custodian will make payment of the Share Redemption Price as follows:

(i) **for Redeeming SPAC Shareholders who are Registered Shareholders as at the end of the Share Redemption Election Period:** the amount equal to the Share Redemption Price multiplied by the number of Redeeming SPAC Shares which the relevant Redeeming SPAC Shareholder validly elected to exercise the right for Share Redemption for will be transferred to the bank account specified by the relevant Redeeming SPAC Shareholder; and

(ii) **for Redeeming SPAC Shareholders who are Beneficial Owners whose Redeeming SPAC Shares are deposited in CCASS and registered under the name of HKSCC Nominees as at the end of the Share Redemption Election Period:** the amount equal to the Share Redemption Price multiplied by the number of Redeeming SPAC Shares which the relevant Beneficial Owners validly elected to exercise the right for Share Redemption for will be transferred to HKSCC Nominee's bank account and upon receipt, HKSCC Nominees arrange for the relevant Share Redemption Price amount to be credited to the designated bank accounts of the relevant HKSCC participants in accordance with the General Rules of HKSCC and HKSCC Operational Procedures in effect from time to time.

In accordance with the Listing Rules, the Share Redemption and payment of the Share Redemption Price to the Redeeming SPAC Shareholders will be completed within five Business Days following Closing.

5. Consequences if the De-SPAC Transaction is not completed

If the De-SPAC Transaction is not approved or completed for any reason, the Company will not redeem any SPAC Shares and all Share Redemption requests will be canceled. In this case, the Company will (i) make an announcement on the Stock Exchange of the expected date of return of the share certificates delivered by Redeeming SPAC Shareholder(s); and (ii) arrange for the Hong Kong Share Registrar to promptly return any share certificate(s) delivered by Redeeming SPAC Shareholder(s).

SPAC Shareholders will only be able to exercise their right for Share Redemption in connection with an extraordinary general meeting to (i) approve another de-SPAC transaction, (ii) modify the timing of the Company's obligation to announce a de-SPAC transaction within 24 months of the initial listing date on August 15, 2022 or complete a de-SPAC transaction within 36 months of the listing date, or (iii) approve the continuation of the Company following a Material Change Event.

6. Promoter Shares

Under the Articles, the Promoter Shareholder(s) do not have any right for Share Redemption with respect to their Promoter Shares in connection with the De-SPAC Transaction.

C. SPAC WARRANT REDEMPTION

The Company will provide SPAC Warrantholders with the opportunity to elect to redeem all or part of their holdings of SPAC Warrants for the SPAC Warrant Redemption Price of HK$0.40 for each Redeeming SPAC Warrant.

Certain amendments will need to be made to the Warrant Instrument to provide for the SPAC Warrant Redemption. The Proposed Warrant Amendments will be subject to the approval of the Stock Exchange and the approval of the holders of at least 75% of all outstanding Warrants, and given that the Proposed Warrant Amendments will solely affect the terms of the SPAC Warrants, it will also require the approval of the holders of at least 75% of all outstanding SPAC Warrants. The Company will convene the Warrantholder Meeting for the Warrantholders and the SPAC Warrantholder Meeting for the SPAC Warrantholders to consider and, if thought fit, approve the Proposed Warrant Amendments.

The SPAC Warrant Redemption is conditional upon (a) the passing of the special resolutions to approve the Proposed Warrant Amendments as described above; and (b) the completion of the De-SPAC Transaction.

There is no limit on the number of SPAC Warrants which a SPAC Warrantholder (alone or together with their close associates) may redeem. SPAC Warrantholders may elect to have all or part of their holdings of SPAC Warrants redeemed without attending or voting at the Warrantholder Meeting and the SPAC Warrantholder Meeting and, if they do vote they may still elect to redeem their SPAC Warrants irrespective whether they vote for or against or abstain from voting on the Proposed Warrant Amendments.

If the conditions are satisfied, each Redeeming SPAC Warrant issued and outstanding immediately prior to the Effective Time will be deemed to be canceled and lapse in accordance with the Warrant Instrument (as amended and restated to reflect the Proposed Warrant Amendments) and will thereafter represent only the right to be paid the SPAC Warrant Redemption Price. Other than the Redeeming SPAC Warrants, each SPAC Warrant, which will become the Successor SPAC Warrant upon Closing, will be exercisable on a cashless basis for one Successor Share per Successor SPAC Warrant at the warrant exercise price of HK$11.50. The existing warrant certificates of the SPAC Warrants will continue to be valid evidence of legal title for the Successor SPAC Warrants and be valid for delivery, trading, settlement and registration purposes.

1. SPAC Warrant Redemption Price

The SPAC Warrant Redemption Price, payable in cash by the Successor Company, will be HK$0.40 for each Redeeming SPAC Warrant.

2. SPAC Warrant Redemption Election Period

The SPAC Warrant Redemption Election Period starts on Thursday, October 3, 2024, being the date of the notice of the EGM and ends at 5:00 p.m. on the Business Day immediately prior to the date of the EGM.

3. Procedure to elect for SPAC Warrant Redemption

Registered Warrantholders

A SPAC Warrant Redemption election will not be accepted unless the duly completed and executed SPAC Warrant Redemption Election Form is accompanied by the delivery of the warrant certificate(s) representing the relevant number of SPAC Warrants to the Hong Kong Share

Registrar by the end of the SPAC Warrant Redemption Election Period. The SPAC Warrant Redemption Election Form is dispatched to SPAC Warrantholders together with the notices of the Warrantholder Meeting and the SPAC Warrantholder Meeting and the Warrantholder Meeting Circular.

SPAC Warrantholders who are Registered Warrantholders and who wish to exercise their right for SPAC Warrant Redemption and HKSCC Nominees (who may make elections in respect of the SPAC Warrants held by it on behalf of the relevant Beneficial Owners) must:

(i) complete the SPAC Warrant Redemption Election Form in accordance with the instructions printed thereon (and, in the case of joint holders, signed by all the joint holders to which it relates, and in the case of a holder or a joint holder which is a body corporate, signed on its behalf by one of its directors or a duly authorized signatory) in respect of part or all of their SPAC Warrants registered in their names; and

(ii) return the duly completed and executed SPAC Warrant Redemption Election Form together with the warrant certificates of the relevant Redeeming SPAC Warrants to the Hong Kong Share Registrar at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong during the SPAC Warrant Redemption Election Period but in any event so as to reach the above address by not later than 5:00 p.m. on Thursday, October 24, 2024, being the end of the SPAC Warrant Redemption Election Period, or such later date and time as may be notified by announcement published on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com***.

The SPAC Warrant Redemption Election Form will only be valid if, among others, the relevant SPAC Warrantholder duly completing and delivering it in accordance with the instructions therein is a Registered Warrantholder as at the end of the SPAC Warrant Redemption Election Period.

No acknowledgement of receipt of any SPAC Warrant Redemption Election Form will be given.

A SPAC Warrant Redemption Election Form which is completed and returned may only be amended, withdrawn or revoked pursuant to the procedures described below before or by the end of the SPAC Warrant Redemption Election Period, and will be irrevocable after expiry of the SPAC Warrant Redemption Election Period. The Company reserves the right to reject any SPAC Warrant Redemption Election Form which it determines to not be duly completed or executed in accordance with the instructions therein, or containing inaccurate, incorrect, invalid or incomplete information or illegible writing, or otherwise not valid in accordance with the terms of the SPAC

Warrant Redemption as set out in the Warrantholder Meeting Circular or the Listing Rules. In that case, the relevant Redeeming SPAC Warrantholder will not receive any SPAC Warrant Redemption Price. None of the Company, the Successor Company or the Hong Kong Share Registrar is obliged to return the SPAC Warrant Redemption Election form to such Redeeming SPAC Warrantholder or give notice to any Redeeming SPAC Warrantholder of the rejection of any SPAC Warrant Redemption Election Form and each of them hereby disclaims any and all liabilities arising from not giving such notification.

Any SPAC Warrantholder who holds SPAC Warrants as a nominee, trustee or registered warrantholder in any other capacity will not be treated differently from any other Registered Warrantholder. A Beneficial Owner whose SPAC Warrants are registered in the name of a Registered Warrantholder and who wishes to exercise the right for SPAC Warrant Redemption should contact such Registered Warrantholder to give instructions to and to make arrangements with such Registered Warrantholder as to the election.

For the avoidance of doubt, the SPAC Warrant Redemption Election Form is not for use as a form of proxy or otherwise at the Warrantholder Meeting or the SPAC Warrantholder Meeting. The form of proxy must be used for the purpose of voting on the relevant resolution to approve the Proposed Warrant Amendments at the Warrantholder Meeting and the SPAC Warrantholder Meeting.

SPAC Warrantholders who have sold or transferred all of their SPAC Warrants should at once hand Warrantholder Meeting Circular and the accompanying form of proxy and the SPAC Warrant Redemption Election Form to the purchaser or the transferee or to the licensed securities dealer or registered institution in securities, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee. Copies of the SPAC Warrant Redemption Election Form can also be obtained from the Hong Kong Share Registrar during usual business hours on any day (other than Saturdays, Sundays or statutory holidays in Hong Kong) until the end of the SPAC Warrant Redemption Election Period.

Beneficial Owners

Any Beneficial Owner whose SPAC Warrants are deposited in CCASS and registered in the name of HKSCC Nominees who wishes to exercise the right for SPAC Warrant Redemption must, unless such Beneficial Owner is a person admitted to participate in CCASS as a HKSCC participant, contact its broker, custodian, nominee or other relevant person who is, or has in turn deposited such SPAC Warrants with, a HKSCC participant as soon as possible regarding how and the deadline for giving instructions to exercise the right for SPAC Warrant Redemption.

Amendment, Withdrawal or Revocation of SPAC Warrant Redemption Election

Any request for redemption, once made by a Redeeming SPAC Warrantholder, may be withdrawn at any time up to the end of the SPAC Warrant Redemption Election Period.

Redeeming SPAC Warrantholders who are Registered Warrantholders may make an amendment, withdrawal or revocation request by contacting the Hong Kong Share Registrar. If a Redeeming SPAC Warrantholder has returned its SPAC Warrant certificate (if any) together with the SPAC Warrant Redemption Election Form to the Hong Kong Share Registrar and later decides prior to the end of the SPAC Warrant Redemption Election Period not to exercise the right for SPAC Warrant Redemption, such Redeeming SPAC Warrantholder may request that the Hong Kong Share Registrar return the relevant SPAC Warrant certificate(s).

Any Beneficial Owner whose SPAC Warrants are deposited in CCASS and registered in the name of HKSCC Nominees who wishes to amend, withdraw or revoke its instructions to exercise its right for SPAC Warrant Redemption must, unless such Beneficial Owner is a person admitted to participate in CCASS as a HKSCC participant, contact its broker, custodian, nominee or other relevant person who is, or has in turn deposited such SPAC Warrants with, a HKSCC participant as soon as possible.

4. Payment of SPAC Warrant Redemption Price

Subject to the Proposed Warrant Amendments being approved and the Closing having occurred, payment of the SPAC Warrant Redemption Price is expected to be made on the date of Closing at the earliest and in any case within five business days following the Closing. On the basis that Closing is on Wednesday, October 30, 2024, payment of the SPAC Warrant Redemption Price will be made on or before Wednesday, November 6, 2024.

The Successor Company will make payment of the SPAC Warrant Redemption Price as follows:

(i) **for Redeeming SPAC Warrantholders who are Registered Warrantholders as at the end of the SPAC Warrant Redemption Election Period:** the amount equal to the SPAC Warrant Redemption Price multiplied by the number of Redeeming SPAC Warrants which the relevant Redeeming SPAC Warrantholder validly elected to exercise the right for SPAC Warrant Redemption for will be transferred to the bank account specified by the relevant Redeeming SPAC Warrantholder; and

(ii) **for Redeeming SPAC Warrantholders who are Beneficial Owners whose Redeeming SPAC Warrants are deposited in CCASS and registered under the name of HKSCC Nominees as at the end of the SPAC Warrant Redemption Election Period:** the amount equal to the SPAC Warrant Redemption Price multiplied by the number of Redeeming SPAC Warrants which the relevant Beneficial Owners validly elected to exercise the right for SPAC Warrant Redemption for will be transferred to HKSCC Nominee's bank account and upon receipt, HKSCC Nominees will arrange for the relevant SPAC Warrant Redemption Price amount to be credited to the designated bank accounts of the relevant HKSCC participants in accordance with the General Rules of HKSCC and HKSCC Operational Procedures in effect from time to time.

5. Consequences if the Proposed Warrant Amendments are not approved or the De-SPAC Transaction is not completed

If the Proposed Warrant Amendments are not approved or the De-SPAC Transaction is not approved or completed for any reason, the Company will not redeem any SPAC Warrants and all SPAC Warrant Redemption requests will be canceled. In this case, the Company will (i) make an announcement on the Stock Exchange of the expected date of return of the warrant certificates delivered by Redeeming SPAC Warrantholder(s); and (ii) arrange for the Hong Kong Share Registrar to promptly return any warrant certificate(s) delivered by Redeeming SPAC Warrantholder(s) within five Business Days after the announcement.

6. Promoter Warrants

The terms of the Promoter Warrants remain unchanged and the Promoter Warrants are not subject to the SPAC Warrant Redemption.

D. THE EGM, THE WARRANTHOLDER MEETING AND THE SPAC WARRANTHOLDER MEETING

The EGM will be held for the purpose of considering and, if thought fit, approve, the De-SPAC Transaction (including the terms of the Business Combination Agreement, the PIPE Investments, the Permitted Equity Financing (if any), the Promoter Earn-out Right and the Target Company Founder Earn-out Right and the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares), the adoption of the Successor Memorandum and Articles and the Share Re-designation, the appointment of the Successor Directors, the appointment of the auditor of the Successor Company, the adoption of the Successor ESOP and the change of company name of the Successor Company.

The Promoters and their respective close associates are considered to have a material interest in the De-SPAC Transaction and will abstain from voting on the relevant resolutions to be proposed at the EGM to approve the De-SPAC Transaction and the transactions contemplated thereunder (including the Promoter Earn-out Right). As of the date of this circular, except HK Acquisition (BVI) which holds 25,012,500 Promoter Shares (representing 20% of the number of issued Shares) and is required to abstain from voting on Resolution No.1 set out in the notice of the EGM, no Shareholders (or their associates) have a material interest in the De-SPAC Transaction and none of them are required to abstain from voting at the EGM.

The notice convening the EGM to be held at Hong Kong Room, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong on 8:00 a.m. on Friday, October 25, 2024, are set out on pages EGM-1 to EGM-7 of this circular.

The Warrantholder Meeting and the SPAC Warrantholder Meeting will be held for the purpose of considering and, if thought fit, approve, the Proposed Warrant Amendments.

The notices convening the Warrantholder Meeting to be held at Hong Kong Room, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong on 8:05 a.m. on Friday, October 25, 2024 and the SPAC Warrantholder Meeting to be held at Hong Kong Room, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong on 8:10 a.m. on Friday, October 25, 2024, are set out on pages WM-1 to WM-2 and pages SWM-1 to SWM-2 of the Warrantholder Meeting Circular, respectively.

If a black rainstorm warning signal, a tropical cyclone warning signal no. 8 or above, or Extreme Conditions is/are in force in Hong Kong at 6:00 a.m. on Friday, October 25, 2024, the EGM, the Warrantholder Meeting and the SPAC Warrantholder Meeting will not be held on that day but will be automatically postponed. Shareholders and Warrantholders may visit the website of the Company at ***www.hkacquisition.com*** for details of the postponement and alternative meeting arrangements.

E. INFORMATION AND REPRESENTATION

This circular is for information purposes only and is being provided to you solely for the purposes of considering the resolutions to be voted upon at the EGM to be held on Friday, October 25, 2024 at 8:00 a.m..

This circular also constitutes the listing document of the Successor Company resulting from the completion of the De-SPAC Transaction.

This circular does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company or the Successor Company.

Neither the Company, the Target Company, any of their directors and advisors, the Successor Directors, the Joint Sponsors, the Overall Coordinators or any other persons or parties involved in the De-SPAC Transaction has authorized anyone to provide you with any information or to make any representation that is different from what is contained in this circular. No representation is made that there has been no change or development reasonably likely to involve a change in the affairs of the Company or the Target Company since the date of this circular or that the information contained in this circular is correct as at any date subsequent to its date.

F. NOTICE TO U.S. SHAREHOLDERS AND WARRANTHOLDERS

This exchange offer or business combination is made for the securities of a foreign company.

The offer is subject to disclosure requirements of a foreign country that are different from those of the United States. Financial statements included in this circular have been prepared in accordance with foreign accounting standards that may not be comparable to the financial statements of United States companies.

It may be difficult for you to enforce your rights and any claim you may have arising under the federal securities laws, since the issuer of the securities is located in a foreign country, and some or all of its officers and directors may be residents of a foreign country. You may not be able to sue a foreign company or its officers or directors in a foreign court for violations of the U.S. securities laws. It may be difficult to compel a foreign company and its affiliates to subject themselves to a U.S. court's judgment.

There are risks associated with the De-SPAC Transaction and an investment in the Successor Company's securities. If the De-SPAC Transaction is completed, the Successor Company will operate in a market environment that is difficult to predict and that involves significant risks, many of which will be beyond its control. You should carefully consider the following risk factors, together with all of the other information included in this circular, before you decide whether to vote or instruct your vote to be cast to approve the proposals described in this circular.

The occurrence of one or more of the events or circumstances in these risk factors, alone or in combination with other events or circumstances, may adversely affect the ability to complete or realize the anticipated benefits of the De-SPAC Transaction, and may have a material adverse effect on the business, financial condition, results of operations, development prospects and trading price of the Successor Company following the De-SPAC Transaction. The risks discussed below may not prove to be exhaustive and are based on certain assumptions made by the SPAC and the Target Group, which later may prove to be incorrect or incomplete. The SPAC and the Target Group may face additional risks and uncertainties that are not presently known to them, or that are currently deemed immaterial, but which may also ultimately have an adverse effect on any such party or on the De-SPAC Transaction.

If any of the events, contingencies, circumstances or conditions described in the following risks actually occur, the Successor Company's business, financial condition or results of operations could be seriously harmed. If that happens, the trading price of the Successor Shares and the Successor Warrants or, if the De-SPAC Transaction is not consummated, the SPAC Shares and the SPAC Warrants, could decline. You should also note that the de-SPAC regime in Hong Kong is new, and there is limited number of securities listed for trading through a de-SPAC transaction in history. Consequently, there is a greater degree of risk and uncertainty in an investment in the Target Company, than there would be in the case of an investment in securities of a company which seeks listing through an initial public offering.

In this section, unless the context otherwise requires, "we," "us" or "our" refers to the Target Company and its subsidiaries, and "our Directors" refers to the directors of the Target Company.

RISKS RELATING TO THE TARGET GROUP'S BUSINESS

Demand for our solutions and services depends on the continued growth and profitability of the e-commerce market in Southeast Asia.

We provide digital solutions to brands under our D2B business model, and sell brands' products to consumers directly under our D2C business model. Our results of operations, financial position and business prospects depend on continued growth and profitability of the e-commerce market in Southeast Asia, which in turn depends on whether e-commerce market will continue to be widely accepted and whether e-commerce market will further grow in Southeast Asia. Our future results of operations will depend on numerous factors affecting the development of the e-commerce market in Southeast Asia, which may be beyond our control. These factors include:

- the increasing number of international brands that enter the Southeast Asia market, which fuels the demand for local digital solution expertise in managing commerce operations;

- the expansion level of various commerce channels in Southeast Asia available to consumers that better address the needs of consumers;

- the advancements in technologies, particularly in AI, robotic automation, and data analytics, which could optimize the full cycle of the e-commerce, from research to post-sales, and provide consumers with personalized shopping experience;

- the development of fulfillment, payment and other ancillary services associated with online purchases; and

- the trust and confidence level of online retail consumers, especially the mass-affluent population in Southeast Asia, as well as changes in consumers' demographics, tastes and preferences.

If the e-commerce market in Southeast Asia does not grow or profit with continuity, demand for our solutions and services would be adversely affected, our revenue would be negatively impacted and our ability to pursue our growth strategy would be compromised.

Our growth depends on our ability to attract new brand partners, retain existing brand partners and increase sales to both new and existing brand partners.

The digital solutions industry is characterized by rapidly changing technology, evolving industry standards, new solutions and product introductions and changing demands from our brand partners and consumers. We face competition in the digital solutions industry in Southeast Asia, and we expect competition to continue to intensify in the future. Increased competition may result in reduced pricing for our solutions, or a decrease in our market share. If we are unable to offer our solutions to brands at a competitive price, our ability to retain existing brand partners and attract new brand partners may be negatively affected and our future financial and operating results may also suffer as a result.

A number of competitive factors could cause us to lose potential sales or to sell our solutions at lower prices or at reduced profitability, including:

- The e-commerce channels themselves, which typically offer, often free, software tools that allow brand partners to connect to the e-commerce channels, may decide to compete more vigorously with us;

- Competitors may adopt more aggressive pricing policies and offer more attractive sales terms;

- Competitors may offer software or services that addresses one or more online channel management and logistics functions at a lower price point or with greater depth than our solutions and may be able to devote greater resources to those solutions than we can; and

- Software vendors could bundle channel management solutions with other solutions or offer such products at a lower price as part of a larger product sale.

See "Business of The Target Group — Competition" for a detailed discussion of our competitive landscape.

In addition, our competitors are constantly innovating and coming up with new solutions to remain competitive. They may be able to adapt more quickly to new technologies and changes in brand clients' requirements and devote greater resources to the promotion and sales of their solutions than we can. To achieve market acceptance for our solutions, we must effectively anticipate and offer solutions that will meet frequently changing requirements of our brand partners in a timely manner. If we fail to innovate or to come up with effective solutions ahead of our competitors, our ability to renew our contracts with existing brand partners and to attract new

brand partners, as well as our ability to create or increase demand for our solutions and services will be impaired. Competition may also intensify as our competitors raise additional capital and as established companies in other market segments or geographic markets expand into our market segments or geographic markets. If we are unable to compete successfully against our competitors, our solutions may become less important or attractive to our brand partners, and demand for our solutions may decline, and in turn, our business and our operating and financial results could be adversely affected.

Furthermore, some of our contracts with existing brand partners are based on standard forms proposed by such brand partners that contain non-compete provisions prohibiting us from selling products of, or providing similar services to, competitors of such brands. As our business further expands, we may engage in business with multiple brands that may be in competition with each other. We have been transparent with our brand partners as to the other brands that we work with. However, we cannot assure you that we will not breach any of these non-compete arrangements, which could devastate the relationships with our brand partners and subject us to penalties. During the Track Record Period and as of the Latest Practicable Date, we were not aware of any notice or claim by any brand partners that we have breached any non-compete restriction in its agreement with us, which could materially and adversely affect our business, results of operation, financial position or prospects. However, we cannot assure you that any of our brand partners will not bring such claims against us in the future.

If the complexities and challenges faced by our brand partners seeking to sell online diminish or if our brand partners increase their in-house digital solutions capabilities as an alternative to our solutions, demand for our solutions may decline.

One of the key attractions of our solutions to brands is our ability to help address the complexities and difficulties they face in the e-commerce market in Southeast Asia. If the level of the complexities and difficulties declines as a result of changes in the e-commerce landscape or otherwise, or if our brand partners choose to increase their in-house digital solutions capabilities as an alternative to our solutions, our solutions may become less important or attractive to our brand partners, and demand for our solutions may decline.

Our success is tied to the performance, reputation and success of our existing and future brand partners.

Our success is substantially dependent upon the success of our brand partners, including our brand clients under our D2B business model and our brand suppliers under our D2C business model. As we continue to expand and optimize our brand partner base, our future success will also be tied to the success of our future brand partners. We cannot assure you that our efforts to attract new brand partners and to optimize our brand partner base will be successful. If such efforts fail, it

may have a material adverse impact on our business performance or results of operation. The e-commerce market in Southeast Asia is intensely competitive. If our brand partners were to experience any significant decline in their sales due to any reason, such as newly identified quality or safety issues or decreased popularity of their products, or if they were to have any financial difficulties, suffer impairment of their brands or if the profitability of, or demand for, their products decreases for any other reason, it could adversely affect our results of operations and our ability to maintain and grow our business. Our business could also be adversely affected if our brand partners' product sales, marketing, brands or retail stores are not successful or if our brand partners reduce their marketing efforts.

We have a history of net losses and operating cash outflows and may continue to incur net losses and operating cash outflows in the future, which may materially adversely affect our business operations, results of operations, financial position and profitability.

We were loss-making and incurred net losses of S$11.0 million, S$13.1 million, S$17.3 million and S$6.3 million and S$3.9 million in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, respectively. We also incurred cash outflows from our operating activities of S$7.6 million, S$0.7 million and S$8.8 million and S$6.5 million in 2021 and 2022 and the four months ended April 30, 2023 and 2024, respectively, while we recorded cash inflows from our operating activities of S$3.8 million in 2023. Subsequent to the Listing, we will incur additional legal, accounting, and other expenses which are not incurred as a private company.

There can be no assurance that we will be able to expand our business and secure sufficient brand clients and consumers to generate significant revenue and to attain profitability; if attained, there can be no assurance that we will be able to sustain profitability. In addition, we may continue to experience net losses. In the event the revenue generated from our operations prove insufficient for our working capital and expansion plans, we may need to access the capital markets for debt or equity financing to fund future capital expenditure. Additional financing may result in a dilution to the shareholdings of our shareholders. We may also seek bank financing. There is no assurance that we will be able to obtain any additional financing on terms that are acceptable to us or at all. If we are unable to obtain such financing, our financial performance may be materially and adversely affected.

We rely on the success of certain e-commerce channels. Material disruptions to such e-commerce channels could adversely affect demand for, and our ability to provide, our solutions and services.

We are present across all major digital touchpoints, including commerce channels, in the Southeast Asia market, including online marketplaces such as Lazada, and other social media

channels. In particular, in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, our revenue generated through Lazada accounted for 69.5%, 80.4%, 83.3%, 82.4% and 83.0% of our revenue under D2C business model in the same periods, respectively. If such channels are not successful in attracting consumers or their reputations are adversely affected for whatever reasons, our brand partners may cease to sell their products on these channels. As our results of operations rely on the solutions we provide to our brand clients and brands' products we sell to consumers on these e-commerce channels, a decrease in the use of these channels would reduce demands for our solutions and services, which would adversely affect our business and results of operations.

If we fail to maintain our relationships with e-commerce channels or adapt ourselves to emerging e-commerce channels, or if e-commerce channels otherwise curtail or inhibit our ability to integrate our solutions with their channels, our solutions would be less appealing to our brand partners.

We generate a substantial majority of our revenue from the solutions we provide on e-commerce channels, including online marketplaces, social media and other emerging e-commerce channels. These e-commerce channels have no obligation to do business with us or to allow us to have access to their channels in the long term. If we fail to maintain our relationships with these channels, they may decide at any time and for any reason to significantly curtail or inhibit our ability to integrate our solutions with their channels. We have annual platform service agreements with major online marketplaces, which may not be renewed in the future.

Additionally, these channels may decide to make significant changes to their respective business models, policies, systems or plans, and those changes could impair or inhibit our ability or our brand clients' ability to use our solutions to sell their products on those channels, or may adversely affect the amount of GMV that our brand clients or we can sell on those channels, or otherwise reduce our brand clients' or our desirability of selling on those channels. Further, any of these channels could decide to acquire capabilities that would allow them to compete with us. Moreover, new types of e-commerce channels may emerge from time to time, such as TikTok, which could deprive a large portion of user traffic and business from traditional e-commerce channels. If we are unable to adapt to new e-commerce channels as they emerge, our solutions may be less attractive to our brand clients. Any of these developments could have a material adverse effect on our results of operations.

We may fail to adequately anticipate changes in consumers' buying preferences and product trends, which may adversely affect our ability to attract and engage new consumers or retain existing consumers.

Our success depends, in part, upon our ability to anticipate and respond to consumer trends with respect to products sold through the stores that we operate or provide solutions to. Constantly changing consumer preferences and product trends have affected and will continue to affect the online retail industry. We must stay abreast of emerging consumer preferences and anticipate product trends that will appeal to existing and potential consumers. Our dedicated channel development management team works closely with our brand partners to manage site content of the brand stores that we operate or provide solutions to. In order to be successful, we must accurately predict consumers' tastes and avoid overstocking or understocking products. If we fail to identify and respond to changes in merchandizing and consumer preferences, our ability to attract and engage new consumers or retain existing consumers may be adversely affected, which could negatively impact our results of operations and financial position.

The adoption and implementation of new technologies, including AI, into our existing technologies and IT systems, exposes us to additional risks. Failure to keep up with technological development or the changing requirements of brands and consumers may reduce our competitiveness.

Advancements in technology, particularly in AI, have significantly impacted the digital solutions industry. AI-driven tools and algorithms can analyze consumer behavior, optimize search results, and personalize shopping experiences, all of which contribute to a more efficient and engaging online shopping environment. Our future success depends on our ability to offer high-quality solutions and services on a continuing basis, to enhance our existing solutions and services, to explore new opportunities and to introduce new solutions and services with features that meet evolving technological developments, brands' and consumers' preferences and requirements, all in a timely and cost-effective manner. If we do not adapt our solutions and services to such changes in an effective and timely manner, we may suffer decreased user traffic, which may result in a decrease in our business and revenue. In addition, if we adopt new technologies which are less proven, and user experience suffers as a result, our brand partners and consumers may use our platforms less often. Furthermore, changes in technologies may require substantial investments in product development as well as in modification of solutions, services or infrastructure. We may not execute our business strategies successfully due to a variety of reasons such as technical hurdles, misunderstanding or erroneous prediction of market demand or lack of necessary resources. Failure to keep up with technological development or the changing requirements of brands and consumers may have negative impact to our brand partners' and

consumers' experience and may result in our offerings and services being less attractive than those provided by our competitors, which in turn may materially and adversely affect our business, results of operations and prospects.

If we are unable to provide superior customer experience, our business and reputation may be adversely affected.

The success of our business largely depends on our ability to provide superior customer experience and high quality customer service, which in turn depends on a variety of factors, such as our ability to continue to offer attractive products and solutions and services, respond to customer demands and preferences with high quality, maintain reliable and timely delivery of our products, and provide superior post-sales services. Our revenue may decrease if our digital solutions and services are severely interrupted or otherwise fail to meet our brand clients' and consumers' requests. As a result, our reputation and customer loyalty could be negatively affected. If we are unable to continue to maintain our customer experience and provide high quality customer service, we may not be able to retain existing customers or attract new customers, which could have a material adverse effect on our business, financial condition and results of operations.

The proper functioning of our technology platform and IT systems is essential to our business. Any failure to maintain the satisfactory performance of our platform and IT systems could adversely affect our business and reputation.

We provide our digital solutions through our Synagie Platform. The proper functioning of our technology platform and IT systems is essential to our success and our ability to attract and retain brand partners and provide quality services. Any system interruptions caused by telecommunications failures, errors encountered during system upgrades or system expansions, computer viruses, hacking or other attempts to harm our systems that result in the unavailability or slowdown of our technology platform, degraded order fulfillment performance, or additional shipping and handling costs may, individually or collectively, materially and adversely affect our business, reputation, financial condition and results of operations.

In addition, any system failure or interruption could cause material damage to our reputation and brand image if our systems are perceived to be insecure or unreliable. Our servers may also be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to system interruptions, website slowdown or unavailability, delays or errors in transaction processing, loss of data or the inability to accept and fulfill consumers' orders. Security breaches, computer viruses and hacking attacks have become more prevalent in our industry. We may experience in the future such attacks and unexpected interruptions. We can provide no assurance that our current security mechanisms will be sufficient to protect our IT systems from

any third-party intrusions, viruses or hacker attacks, information or data theft or other similar activities. Any such future occurrences could materially and adversely affect our business, reputation, financial condition and results of operations.

Additionally, we must continue to upgrade and improve our technology platform to support our business growth, and failure to do so could impede our growth. However, we cannot assure you that we will be successful in executing these system upgrades and improvement strategies. In particular, our systems may experience interruptions during upgrades, and the new technologies or infrastructures may not be fully integrated with the existing systems on a timely basis, or at all. If our existing or future technology platform does not function properly, it could cause system disruptions and slow response times, affecting data transmission, which in turn could materially and adversely affect our business, financial condition and results of operations.

We also rely on technologies that we license from third parties. These licenses may not continue to be available to us on commercially reasonable terms or at all in the future. As a result, we may be required to obtain substitute technologies. There is no assurance that we will be able to obtain such substitute technologies on commercially reasonable terms, or at all, which could negatively affect the functionality of our technology platform and our business operations.

Our business generates and processes a large amount of data. Any improper storage, use or disclosure of such data, any breach of information security, or any actual or perceived failure by us or third parties to comply with applicable data protection laws and regulations or privacy policies, could substantially harm our business, financial condition and results of operations.

Our business generates and processes a large quantity of personal, transaction, demographic and behavioral data via our Synagie Platform. We face risks inherent in handling large volumes of data and in protecting the security of such data. In particular, we face a number of challenges relating to data from transactions and other activities on our platform, including:

- protecting the data on our Synagie Platform, against attacks by outside parties or fraudulent behavior by our employees;

- addressing concerns related to privacy and sharing, safety, security and other factors; and

- complying with applicable laws, rules and regulations relating to the collection, use, disclosure or security of personal information, including any requests from regulatory and governmental authorities relating to such data.

Significant capital and other resources may be required to protect against information security breaches or to alleviate problems caused by such breaches or to comply with our privacy policies or privacy-related legal obligations. The resources required may increase over time as the methods used by hackers and others engaged in online criminal activities are increasingly sophisticated and constantly evolving. Any failure or perceived failure by us to prevent information security breaches or to comply with privacy policies or privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other customer data, could cause our brand partners and consumers to lose trust in us and could expose us to legal claims. Any perception by the public that online transactions or the privacy of user information are becoming increasingly unsafe or vulnerable to attacks could inhibit the growth of online retail and other online services generally.

We are subject to data privacy and protection laws and regulations in the jurisdictions where we, our brand partners, and consumers are located, including Singapore, Malaysia, Philippines, Vietnam, Thailand, Indonesia, Spain and Hong Kong. The laws, rules and regulations of these jurisdictions may vary in terms of their legal regime, scope, and requirements, among others. Compliance with the various laws and regulations could be difficult and require significant resources and costs. Any failure, or perceived failure, by us to comply with our privacy policies or with any regulatory requirements or privacy protection-related laws, rules and regulations could result in proceedings or actions against us by governmental entities or others. These proceedings or actions could subject us to significant penalties and negative publicity, require us to change our business practices, increase our costs and severely disrupt our business. In particular, the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore ("**PDPA**") establishes a data protection law that comprises various rules governing the collection, use, disclosure and care of personal data. The PDPA requires, inter alia, organizations to obtain the consent of individuals before collecting, using or disclosing their personal data for purposes that a reasonable person would consider appropriate in the circumstances; have mechanisms in place for individuals to withdraw their consent and reasonable security arrangements in place to prevent unauthorized access, collection, use, disclosure, copying, modification or disposal of personal data. Any improper use or disclosure of personal data and breaches of security leading to disclosure of personal data may lead to criminal sanctions under the PDPA, reputational damage, and a direct loss of business.

We recorded net current liabilities as of December 31, 2023 and April 30, 2024.

We recorded net current liabilities of S$11.4 million and S$16.0 million as of December 31, 2023 and April 30, 2024, respectively. Our net current liabilities position was primarily due to our increase in trade payables, in line with our increased revenue and business expansion. There is no assurance that we will generate sufficient operating cash flows to meet our working capital requirements and repay our liabilities as they become due. Additionally, there can be no assurance that we will be able to successfully take any of these actions in a timely manner, including

prudently managing our working capital, or raising additional equity or debt financing on terms that are acceptable to us. Our inability to take these actions as and when necessary could materially adversely affect our liquidity, results of operations, financial conditions and ability to operate.

Fair value changes in our convertible loan notes and other financial liabilities and related valuation uncertainty may materially affect our financial condition and results of operations.

On May 27, 2022, we and Lazada Services Holding Pte. Ltd. ("**Lazada Services**") entered into a convertible loan agreement, pursuant to which Lazada agreed to grant to us a convertible loan facility in an aggregate amount not exceeding US$7,000,000. See "History and Corporate Structure of the Target Group" for details. Lazada Services shall have the right (but not the obligation) to convert all or any part of the loan into our shares on the repayment date of the loan, the date of the completion of any future financing round, the listing date (in the case of an initial public offering). The conversion price is 75% of the fair market value of our shares per share as determined in our future equity financing, initial public offering and liquidity event. We designated the convertible loan notes as financial liabilities at fair value through profit or loss as a whole. We recorded fair value loss on convertible loan notes of S$0.5 million and S$0.9 million in 2022 and 2023, respectively.

Pursuant to a letter dated June 28, 2024 from Lazada Services to the Target Company, Lazada Services agreed that, on and from the execution of the Business Combination Agreement and for so long as the Business Combination Agreement remains in force in accordance with its terms, it will not exercise its conversion rights under the Convertible Loan Agreement, and the Target Company is not required to repay all or any part of the outstanding principal and accrued interest before the repayment date. See "History and Corporate Structure of the Target Group — Lazada Convertible Loan."

After the Listing, we plan to use a portion of the net proceeds from the De-SPAC Transaction to repay the principal and interests of the convertible loan notes. As a result, we do not expect to recognize any further gains or losses on fair value changes from these convertible loan notes in the future. To the extent we need to revalue the convertible loan notes prior to the closing of the Listing, any change in fair value of convertible loan notes and related valuation uncertainty could materially affect our financial position and performance.

We have experienced rapid growth during the Track Record Period, and we may not be able to manage our growth or geographic expansion effectively.

We have experienced rapid growth during the Track Record Period. Our revenue increased from S$85.9 million in 2021 to S$112.6 million in 2022 and further to S$126.6 million in 2023, representing a CAGR of 21.4%. Our revenue continued to increase by 15.7% from S$31.5 million in the four months ended April 30, 2023 to S$36.5 million in the four months ended April 30, 2024. However, there is no assurance that we will be able to maintain our historical growth rates in future periods. Our revenue growth may slow or our revenue may decline for many reasons, including competition, slower growth of the online retails sales in Southeast Asia, fulfillment bottlenecks, emergence of alternative business models, changes in government policies and other general economic conditions.

Our growth has placed, and continues to place, significant strain on our management and resources. If we execute any growth or expansion strategies, we may need to implement new or upgraded operational and financial systems, procedures and controls, including the improvement of our accounting and other internal management systems. We may also need to expand, train, manage and motivate our workforce and manage our relationships with our brand partners, suppliers, third-party merchants and other service providers. To maintain profitability, we need to implement such upgrades, manage our workforce cost-effectively and manage our cost of sales and operating expenses. We cannot assure you that we will be able to manage our growth or maintain profitability or execute our strategies effectively, and any failure to do so may have a material adverse effect on our business and prospects. Accordingly, our historical performance may not be indicative of future operating results.

Any harm to our brand image or reputation may materially and adversely affect our business and results of operations.

Negative publicity about us, our brand image or reputation may arise from time to time. Negative comments about our business operation and management may appear in internet postings and other media sources from time to time and we cannot assure you that other types of negative publicity of a more serious nature will not arise in the future. For example, if our customer service representatives fail to satisfy the individual needs of our brand partners and consumers, our brand partners and consumers may become disgruntled and disseminate negative comments about our services. In addition, our brand partners may be subject to negative publicity for various reasons, such as consumers' complaints about the quality of their products and related services or other public relation incidents of such brand partners, which may adversely affect the sales of products of these brand partners in the stores operated by us and indirectly affect our results of operations and reputation.

Moreover, negative publicity about other digital solutions providers in Singapore or other jurisdictions in which we operate may arise from time to time and cause brands and consumers to lose confidence in the products and services we offer. Any such negative publicity, regardless of veracity, may have a material adverse effect on our business, results of operations, and reputation.

Any lack of requisite approvals, licenses or permits applicable to our business, or failure to comply with applicable laws and regulations, may adversely affect our business.

Our business is subject to supervision and regulation by relevant government authorities in the jurisdictions in which we operate. These government authorities promulgate and enforce laws and regulations that cover many aspects of business activities that our operations relate to, including scope of permitted business activities, licenses and permits for business operation, and restriction on foreign investments, among other things. Meanwhile, the brand partners we partner with are also obliged to hold licenses and meet regulatory requirements in order to sell products themselves or through our digital solutions. While we currently hold all material licenses and permits required for our business operations, we cannot assure you that we will be able to renew these licenses and permits upon their expiration, expand the current business scope of these licenses and permits when required, obtain any license or permit that is in application, or obtain new licenses or permits in the future as a result of our business expansion, change in our business operations or change in laws and regulations applicable to us.

As e-commerce and digital solutions business via internet and mobile network is still evolving in Southeast Asia, new laws and regulations may be adopted from time to time, and substantial uncertainties exist regarding interpretation and implementation of current and future laws and regulations applicable to our business operations in each of the various jurisdictions in which we operate. We cannot assure you that our current business activities will not be found in violation of any future laws and regulations or any of the laws and regulations currently in effect due to changes in the relevant authorities' interpretation of these laws and regulations. With the expansion of our business in the future, we may be required to obtain other licenses or expand the current scope of the licenses we hold to cover internet information services rendered through mobile networks or to cover other scopes such as online data processing and transaction processing service (in addition to operating e-commerce) that may be required by the government authorities from time to time.

If we fail to adapt to any new regulatory requirement or any competent government authority considers that we operate our business operation without any requisite license, permit or approval, or otherwise fail to comply with applicable regulatory requirements, we may be subject to administrative actions and penalties, including fines, confiscation of our incomes, revocation of our licenses or permits, or, in severe cases, cessation of certain business. In addition, if our brand partners are found by government authorities to have operated their business through us without

requisite approvals, licenses or permits or otherwise to be in violation of applicable laws and regulations, they may be ordered to take rectification actions. Any of these actions may have a material and adverse effect on our business, financial condition and results of operations.

If we are unable to enter into marketing and promotional arrangements with appropriate key opinion leaders and digital marketing channels to conduct our marketing campaign or execute our promotional strategies in a cost effective manner, our business and results of operations may be adversely affected.

We have developed multi-faceted digital marketing capabilities and are able to effectively design and execute marketing plans across various e-commerce channels. We have entered into marketing and promotional arrangements with key opinion leaders and digital marketing channels to conduct our marketing campaign or execute our promotional strategies in a cost effective manner. We expect to rely on these arrangements as significant sources of traffic to our brand partners' businesses and to attract new brand partners. If we are unable to identify appropriate key opinion leaders and digital marketing channels, maintain these relationships or enter into new arrangements on acceptable terms, our ability to attract new brand clients and new consumers could be harmed. Failure to achieve sufficient traffic or generate sufficient revenue through effective digital marketing strategies may limit our brand clients' and our ability to maintain market share and revenue and affect our profitability. Moreover, if we are unable to manage and conduct marketing and promotional activities for our brand clients cost-effectively, they may turn to other alternatives, reducing our revenue and potentially materially adversely affecting our business and reputation.

We face risks associated with outsourcing certain capabilities to third-party service providers, including for IT development, data storage, warehousing and logistics.

We currently outsource certain capabilities, including for IT development, data storage, and fulfillment, to established third-party service providers. Unforeseen interruptions to or failure of the operations of these third-party service providers due to events beyond our control, such as inclement weather, transportation disruptions, labor unrest, industry consolidation, compromised service standard, insolvency or government shut-downs, could prevent the timely and proper delivery of our solutions and services to our brand clients and consumers. If we are not able to find alternative third-party service providers in a timely and reliable manner, our business and prospects, as well as our financial condition and results of operations could be materially and adversely affected.

We work with third-party service providers for (i) the maintenance and development of our Synagie Platform and the related technologies; (ii) storage of aggregated data collected on our Synagie Platform via APIs for data analysis; and (iii) storage and delivery of brands' products to

consumers. As there is no long-term contract with such third-party service providers, there is no guarantee that they will continue to provide services to us. If the third-party service providers discontinue their services, the efficiency of our Synagie Platform and our solutions or services to brand partners will be adversely affected, thereby impeding our ability to utilize our Synagie Platform to maximize sales revenue and profitability. We also cannot guarantee that the data storage facilities and capabilities of the various cloud server providers that we engage will not experience technical failure or data corruption/loss or disclose data without authorization. Furthermore, if products are not delivered on time or are delivered in a damaged state, consumers may refuse to accept products and may claim refund from us or our brand partners, and brand partners and consumers may have less confidence in our solutions and services. As a result, we may lose brand partners and consumers, and our results of operations, financial condition and reputation could suffer.

If we are unable to adequately protect our intellectual property rights, the value of our brand and other intangible assets may be diminished.

We regard our know-how, trademarks, and similar intellectual property as critical to our success, and we rely on a combination of intellectual property laws and contractual arrangements, including confidentiality agreements with our employees and third parties, to protect our proprietary rights. Despite these measures, any of our intellectual property rights could be challenged, invalidated, circumvented or misappropriated, or such intellectual property may not be sufficient to provide us with competitive advantages. In addition, although we are not aware of any imitation websites or mobile applications that attempt to cause confusion or traffic diversion from us at the moment, we may become an attractive target to such attacks in the future because of our brand recognition in Southeast Asia. Furthermore, there can be no assurance that our patent applications would be approved, that any issued patents would adequately protect our intellectual property, or that such patents would not be challenged by third parties or found by a judicial or regulatory authority to be invalid or unenforceable.

Confidentiality agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in Singapore and other relevant jurisdictions. Policing any unauthorized use of our intellectual property is difficult and costly and the steps that we take may be inadequate to prevent the infringement or misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources, and could put our intellectual property at risk of being invalidated or narrowed in scope. There can be no assurance that we would prevail in such litigation, and even if we manage to prevail, we may not obtain a meaningful recovery. In addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. Any failure in maintaining, protecting or enforcing our intellectual property rights could have a material adverse effect on the value of our brand and other intangible assets as well as on our business and results of operations.

We may be accused of infringing intellectual property rights of third parties and content restrictions of relevant laws.

Third parties may claim that the technology or content used in our operation of online stores or our solutions and services infringe upon their intellectual property rights. We from time to time in the future may be, subject to legal proceedings and claims relating to the intellectual property rights of others. We cannot be certain that our operations or any aspects of our business do not or would not infringe upon or otherwise violate patents, copyrights or other intellectual property rights held by third parties. There could also be existing patents of which we are not aware that our products may inadvertently infringe. The possibility of third-party intellectual property claims against us increases as we continue to grow, particularly if we expand our operation overseas. Such claims, regardless of merit, may result in our expenditure of significant financial and management resources, injunctions against us or payment of damages. We may need to obtain licenses from third parties who allege that we have infringed their rights, but such licenses may not be available on terms acceptable to us or at all. Defending against claims that are brought against us could be both costly and time-consuming, and could significantly divert the efforts and resources of our management and other personnel. Further, the outcome of any claims, investigations and proceedings is inherently uncertain. Successful infringement or licensing claims made against us may result in significant monetary liabilities and may materially disrupt our business and operations by restricting or prohibiting our use of the intellectual property in question, which may materially and adversely affect our business, financial condition, results of operations and prospects.

Our results of operations are subject to fluctuations due to the seasonality of our business.

We have experienced and expect to continue to experience seasonal fluctuations in our revenue. Our results of operations historically have been seasonal primarily because consumers increase their purchases during particular promotional activities, such as Singles' Day 11.11 sale, 12.12 sale and year-end sale and the impact of seasonal buying patterns within certain categories such as apparel. Therefore, we typically generate a larger portion of revenue in the fourth quarter of a particular calendar year. Our revenue generated in the fourth quarter of 2021, 2022 and 2023 accounted for approximately 39.2%, 40.1% and 36.7% of our total revenue in the same years, respectively.

In anticipation of increased sales activity during peak seasons, we make necessary arrangements with our brand partners in advance, such as increasing their inventory levels, and staff more workforce to better serve our brand partners and consumers and to maximize our sales. If our seasonal revenue is below expectations, our operating results could be below the expectations of securities analysts and investors. Due to the nature of our business, it is difficult to predict the impact of this seasonality on our business and financial results. In the future, our seasonal sales patterns may become more pronounced, may strain our personnel, customer service operations, fulfillment operations and shipment activities, and may cause a shortfall in revenue compared to expenses in a given period.

In addition, if too many consumers access the online stores operated by us within a short period of time due to increased promotions or other demand surges, we may experience system interruptions that may make such online stores unavailable or prevent us from transmitting orders to our fulfillment operations. Any such system interruptions may reduce the volume of transactions in the stores that we operate as well as the attractiveness of such online stores to consumers.

Our ability to raise capital in the future may be limited, and our failure to raise capital when needed could prevent us from growing.

We may in the future be required to raise capital through public or private financing or other arrangements. Such financing may not be available on acceptable terms, or at all, and our failure to raise capital when needed could harm our business. Additional equity or equity linked financing may dilute the interests of our shareholders, and debt financing, if available, may involve restrictive covenants and could restrict our operational flexibility and reduce our profitability. Our ability to obtain additional financing in the future is subject to many uncertainties, including our future financial condition, results of operations, cash flows, trading price of our Shares, liquidity of international capital and lending markets and applicable governmental regulations over foreign investment and cross-border financing and the e-commerce market and digital solutions market in Singapore and other relevant jurisdictions.

We are exposed to credit risks attributable to our trade receivables.

We generally allow a credit period of ranging from 30 to 60 days to our brand clients under our D2B business model. As of December 31, 2021, 2022 and 2023 and April 30, 2024, our trade receivables turnover days were 53.0 days, 54.8 days, 50.8 days and 50.9 days, respectively. As of the same dates, trade receivables of approximately S$15.6 million, S$18.2 million, S$17.0 million and S$13.9 million, respectively, were past due but not impaired. These mainly relate to certain brand clients who have not experienced significant financial difficulty, and based on our past experience, whom we can recover the overdue amounts from. Nevertheless, there can be no assurance that all such amounts due to us will be settled on time, or that such amounts will not continue to increase in the future. Accordingly, we face credit risk in collecting trade receivables due from brand clients. Our performance, liquidity and profitability would be adversely affected if significant amounts due to us are not settled on time or substantial impairment is incurred. The bankruptcy or deterioration of the credit condition of any of these customers could also materially and adversely affect our business, financial condition, results of operations and prospects.

We may incur impairment losses for goodwill, which may adversely affect our results of operations and financial position.

As of December 31, 2021, 2022 and 2023 and April 30, 2024, the carrying amount of our goodwill remained at S$49.3 million. Details of the recoverable amount calculation are set out in Note 18 to the Accountants' Report in Appendix I to this circular. Determining whether goodwill is impaired requires an estimation of the recoverable amount of the group cash-generating units to which goodwill has been allocated, which is the higher of the value in use and fair value less costs

of disposal. The value in use calculation requires us to estimate the future cash flows expected to arise from the group cash-generating units and a suitable discount rate in order to calculate the present value. In the case that the actual future cash flows are less than expected, or changes in facts and circumstances, which results in downward revision of future cash, a material or future impairment loss may arise. If any of these assumptions do not materialize, or if the performance of our business is not consistent with such assumptions, we may be required to have a significant write-off of our goodwill and record a significant impairment loss, which could in turn adversely affect our results of operations. Failure to generate financial results commensurate with our goodwill may adversely affect the recoverability of such goodwill, and in turn result in impairment losses. Any significant impairment losses charged against our goodwill could have a material adverse effect on our business, financial condition and results of operations.

We are subject to third-party payment processing related risks.

We accept payments using a variety of methods, including online payments with credit cards and debit cards, payment through third-party online payment platforms such as GCash and Maya, and payment on delivery. For certain payment methods, including credit and debit cards, we pay interchange and other fees, which may increase over time and raise our operating costs and lower our profitability. We may also be subject to fraud and other illegal activities in connection with the various payment methods we offer, including online payment and payment on delivery options. We are also subject to various rules, regulations and requirements, regulatory or otherwise, governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. If we fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from consumers, process electronic funds transfers or facilitate other types of online payments, and our business, financial condition and results of operations could be materially and adversely affected.

We are subject to risks associated with foreign exchange rate fluctuations.

As we sell products in Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia and receive payments in local currencies, we are exposed to fluctuations in the local currencies in these jurisdictions against our reporting currency, the SGD. A depreciation of any such local currency may result in reduced prices and payments for our brands' products. We recorded exchange loss, net of S$44,000, S$343,000 and S$292,000 in 2021 and 2023 and the four months ended April 30, 2024, respectively, while exchange gain, net of S$88,000 in 2022. It is difficult to predict how market forces or government and international policy may impact fluctuations of these local currencies and SGD in the future, and there can be no assurance that the foreign exchange rate between these local currencies and SGD will not change significantly in the future. In the event that such fluctuations in the relevant foreign currency are substantial, and we are unable to pass on our foreign exchange losses to consumers, our results of operations, financial position and cash flows may be materially and adversely affected.

At present, we have a hedging policy against our foreign exchange exposure to such local currencies but have not used any hedging instruments due to the high associated costs. However, we will continue to monitor our foreign exchange exposure to the local currencies in which we operate and SGD and we may employ hedging instruments to manage our foreign exchange exposure should the need arise.

We are dependent on our key management personnel and our ability to recruit suitable and qualified employees.

Our future success is significantly dependent upon the continued service of our key executives and other key employees. If we lose the services of any member of our management or key personnel, we may not be able to locate suitable or qualified replacements, and may incur additional expenses to recruit and train new staff, which could severely disrupt our business and growth.

Competition for talent in the digital solutions industry in Southeast Asia is intense, and the availability of suitable and qualified candidates is limited. Competition for these individuals could cause us to offer higher compensation and other benefits to attract and retain them. Even if we were to offer higher compensation and other benefits, there is no assurance that these individuals will choose to join or continue to work for us. Any failure to attract or retain key management and personnel could severely disrupt our business and growth.

We have granted and may continue to grant options and other types of awards under our share option scheme, which may result in increased share-based payment expenses.

On May 20, 2022, we adopted a share option scheme to provide incentives to our eligible employees. We have granted and may continue to grant options and other types of awards under our share option scheme. We recorded share-based payment expenses of S$0.2 million, S$0.3 million, S$0.7 million and nil in 2021, 2022 and 2023 and the four months ended April 30, 2024, respectively, in connection with our share option scheme. We believe the granting of share-based awards is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based awards in the future. As a result, our expenses associated with share-based payment expenses may increase, which may have an adverse effect on our results of operations.

We may not have sufficient insurance coverage to fully cover our business risks, which could expose us to significant costs and business disruption.

We have obtained insurance to cover certain potential risks, including public liability insurance, all risks, fire and extraneous perils and business interruption insurance, cyber insurance and work-related injury compensation insurance. However, insurance companies in certain jurisdictions in which we operate offer limited business insurance products. As a result, we may not be able to acquire any insurance for certain types of risks, and our coverage may not be adequate to compensate for all losses that may occur, particularly with respect to loss of business

or operations. We do not maintain key-man life insurance. This could leave us exposed to potential claims and losses. In addition, our third-party service providers, including third-party logistics partners, may fail to purchase insurance or maintain effective insurance. Such third-party service providers may not be able to fully, or at all, pay the damages resulting from accidents. Any business disruption, litigation, regulatory action, outbreak of epidemic disease, accidents, or natural disaster could also expose us to substantial costs and diversion of resources. We cannot assure you that our insurance coverage or our third-party service providers' insurance coverage is sufficient to prevent us from any loss or that we will be able to successfully claim our losses under our current insurance policy on a timely basis, or at all. If we incur any loss that is not covered by our insurance policies, or the compensated amount is significantly less than our actual loss, our business, financial condition and results of operations could be materially and adversely affected.

We may seek opportunities for growth through strategic alliance, acquisitions, joint ventures, investments and partnerships, which may not be successful.

We have made investments in or acquisition of third parties that are complementary to our business and operations. We may pursue strategic alliance, joint ventures, investments and partnerships, or potential strategic acquisitions that are complementary to our business and operations, including opportunities that can help us promote our solutions to new brand clients, expand our service offerings and improve our technology infrastructure. However, partnerships or joint ventures with third parties could subject us to many risks, including risks associated with sharing proprietary information, non-performance or default by counterparties, disagreement in business operations, and increased expenses in establishing these new alliances, any of which may materially and adversely affect our business. We may have little ability to control or monitor the actions of our strategic partners. To the extent a strategic partner suffers any negative publicity as a result of its business operations, our reputation may be negatively affected by virtue of our association with such party. We may not be successful in achieving the strategic objective upon which any given investment, acquisition, partnership or joint venture is premised, and we could lose all or part of our investment.

We may be subject to legal proceedings during the ordinary course of our business, which could adversely affect our reputation, business and results of operations.

We may be involved in legal, administrative or other proceedings from time to time, which could be both costly and time-consuming. Regardless of the outcome and merit of such proceedings, however, any legal actions can have an adverse impact on us because of defense costs, negative publicity, diversion of management's attention and other factors. We may also need to pay damages to settle claims with a substantial amount of cash. Any of these could have a material adverse effect on our business, reputation, financial condition, results of operations and prospects.

We rely on certain supply partners to produce our sustainable packaging that is consistent with our standards or in accordance with contractual or sustainability requirements. Failure to comply with sustainable requirements could result in reputational damage, operational disruptions and regulatory penalties.

We are committed to promoting an eco-friendly mindset across our operations and to reducing our carbon footprint wherever possible. In our fulfillment operation, we actively promote green initiatives by promoting the use of sustainable packaging, which is produced by our supply partners. We have and will continue to monitor our supply partners to make sure that the packaging produced by them is consistent with our internal policy and the applicable contractual or regulatory requirements. If we or our supply partners fail to meet applicable standards or contractual or sustainability requirements, our reputation and brand image could be damaged, and our business, financial condition and results of operations could be adversely impacted. Furthermore, increased regulatory requirements may result in more stringent requirements for packaging materials, such as single-use and non-recyclable plastic packaging. If we fail to comply with such increased requirements, regulatory penalties could incur.

We may be affected by terrorist attacks, natural disasters, outbreaks of communicable diseases and other events beyond our control.

Acts of God, such as natural disasters which are beyond our control, may materially and adversely affect the economy, infrastructure and livelihood of the local population. Similarly, man-made catastrophes, such as terrorist attacks and wars may disrupt the economies of the countries in which we operate. Catastrophic events may cause unexpected large losses and may have a material adverse effect on our business, financial condition, results of operations and prospects. There can be no assurance that our efforts to protect ourselves against catastrophic losses would be adequate. We also face risks from the outbreak of communicable or virulent diseases and pandemics or epidemics such as severe acute respiratory syndrome, H5N1 avian flu, the COVID-19, and Middle East respiratory syndrome in the jurisdictions in which we operate, which may materially and adversely affect our business, results of operations, and financial condition. We may, as a result, be required to temporarily shut down our operations for an uncertain period of time to contain the spread of such diseases. Such disruptions to our business and operations may have a negative impact on our business, financial condition, results of operations and prospects. In addition, other events that are outside our control, such as fire, deliberate acts of sabotage, vendor failure or negligence, blackouts, terrorist attacks or criminal acts, could damage, cause operational interruptions to, or otherwise adversely affect our operating facilities and activities, as well as potentially cause injury or death to our employees. We cannot assure that the occurrence of any catastrophic events, wars, terrorist attacks or other hostilities in any part of the jurisdictions in which we operate, potential, threatened or otherwise, will not, directly or indirectly, have a material and adverse effect on our business, financial condition, results of operations and prospects.

RISKS RELATING TO DOING BUSINESS IN SOUTHEAST ASIA

We operate in various countries or may expand into countries where we would be subject to local legal and regulatory conditions.

We currently have a business presence or carry out operations mainly in Singapore, Malaysia, Philippines, Vietnam, Thailand, Indonesia, Spain and Hong Kong. We are subject to the applicable laws, regulations and guidelines in these countries and jurisdictions, particularly in relation to information technology and data processing, products, market entry, and employment requirements. If we fail to comply with such laws, regulations and guidelines, we may be subject to penalties for such breaches, including fines or restrictions on our ability to carry on business or operate in such counties or jurisdictions. In addition, we may expand into other countries in which we presently do not have a business presence. Laws and regulations governing business entities in these countries may change and are often subject to a number of possibly conflicting interpretations, both by business entities and by the courts. Our business, financial condition, results of operations, and profitability may be adversely affected by changes in and uncertainty surrounding governmental policies, in particular with respect to business laws and regulations, licenses and permits, taxation, inflation, interest rates, currency fluctuations, price and wage controls, exchange control regulations, labor laws and expropriation.

Our results of operations are exposed to the political, economic and social conditions in the countries in which we operate as well as bilateral relationships between these countries.

Our business, financial condition and results of operations are sensitive to changes in overall political, economic and social conditions that affect consumer spending in Southeast Asia. The digital solutions industry is sensitive to general economic changes. Many factors outside of our control, including economic uncertainties, inflation and deflation, interest rates, volatility of equity and debt securities markets, taxation rates, employment, government policies, and other political, legal, economic or diplomatic developments in or affecting the relevant jurisdictions in which we operate, can adversely affect consumer confidence and spending. The domestic and international political environments, including bilateral relationships, trade disputes, political turmoil or social instability, may also adversely affect consumer confidence and spending. We have no control over such conditions and developments and cannot assure that such conditions and developments will not have a material adverse effect on our business, results of operations, financial position and prospects.

Uncertainties with respect to the legal system in certain markets in Southeast Asia could adversely affect our business.

The interpretation and enforcement of laws and regulations may involve uncertainties and inconsistencies in certain markets in Southeast Asia. Since local administrative and court authorities and in certain cases, independent organizations, have significant discretion in interpreting and implementing statutory provisions and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we

may enjoy in many of the localities that we operate in. Moreover, local courts may have broad discretion to reject enforcement of foreign awards. These uncertainties may affect our judgment on the relevance of legal requirements and its ability to enforce our contractual rights or tort claims. In addition, the regulatory uncertainties may be exploited through unmerited or frivolous legal actions or threats in attempts to extract payments or benefits from us.

It is possible that a number of laws and regulations may be adopted or construed to apply to us in Southeast Asia and elsewhere that could restrict our business operations. Scrutiny and regulation of the business in which we operate may further increase, and we may be required to devote additional legal and other resources to addressing these regulations. Changes in current laws or regulations or the imposition of new laws and regulations in Southeast Asia or elsewhere regarding our business operations may slow our growth and adversely affect our business, financial condition, results of operations and prospects.

Restrictions on currency exchange in certain Southeast Asian countries in which we operate may limit our ability to utilize our cash balance effectively and affect the value of your investment.

We currently operate in Singapore, Malaysia, Philippines, Vietnam, Thailand, Indonesia, Spain and Hong Kong. The convertibility of the local currencies of the countries in which we operate and the remittance of local currencies out of the local markets may be subject to laws, regulations and policies adopted by the local governments. For example, the lawful currency in Vietnam, or the VND, is not freely convertible to foreign currencies, except through authorized foreign exchange bodies. Vietnamese regulations specify the permitted cases for the purchase, transfer, and carrying of foreign currency abroad for one-way money transfer purposes. They also impose reporting requirements on carrying Vietnamese dong or foreign currencies in excess of a certain amount. In addition, Indonesia has regulations prohibiting the transfer of Indonesian Rupiah to outside of Indonesia and imposing reporting requirements on foreign exchange transactions in excess of a certain amount, and Philippines prohibits the transfer of Philippine pesos to outside of the Philippines in excess of PHP 50,000.00 (approximately $1,000) without prior written authorization from the Bangko Sentral ng Pilipinas ("**BSP**"), the Philippine central monetary authority. There can be no assurance, however, that the local governments of which we operate in will relax their foreign exchange regulations, that they will maintain the same foreign exchange policy or that there will be sufficient foreign currency, particularly SGD and USD, available in the market for currency conversions. If, in the future, government regulations restrict our ability to convert local currencies or there is insufficient foreign currency available in the market, we may be unable to meet our foreign currency payment obligations, including for our business operations and dividend distributions to our Shareholders.

We may rely on dividends and other distributions on equity paid by our local subsidiaries, which may be subject to restrictions under the laws of certain countries in which we operate.

We are a holding company incorporated in Singapore and rely principally on dividends and other distributions on equity from our local subsidiaries for cash requirements, including the funds necessary to pay dividends to our shareholders or cash distributions for services of any debt we may incur. The distribution of dividends to us from the subsidiaries in certain geographic markets in which we operate may be subject to restrictions imposed by the applicable laws and regulations in these markets. For example, although the current foreign exchange control regulations do not restrict the ability of our subsidiaries in Thailand to distribute dividends to us, the relevant regulations may be changed and the ability of these subsidiaries to distribute dividends to us may be restricted in the future. Further, Philippine law requires that dividends may only be declared out of unrestricted retained earnings; and there are regulations requiring registration of the foreign investment with the BSP to be able to source from the Philippine banking system foreign currency to be used in repatriating capital or remitting dividends outside the Philippines.

RISKS RELATING TO THE DE-SPAC TRANSACTION AND THE SECURITIES OF THE SPAC AND THE SUCCESSOR COMPANY

If the De-SPAC Transaction's benefits do not meet the expectations of investors or securities analysts, the market price of the SPAC Shares and the SPAC Warrants or, following the Closing, the Successor Shares and the Successor Warrants, may decline.

The unaudited pro forma financial information included in this circular is presented for illustrative purposes only and is not necessarily indicative of what the Successor Group's actual financial position or results of operations would have been had the De-SPAC Transaction been completed on the dates indicated. If the perceived benefits of the De-SPAC Transaction do not meet the expectations of investors or securities analysts, the market price of the SPAC Shares and the SPAC Warrants prior to Closing may decline.

In addition, following the De-SPAC Transaction, fluctuations in the price of the Successor Shares and the Successor SPAC Warrants could contribute to the loss of all or part of your investment. Prior to the De-SPAC Transaction, there has not been a public market for securities of the Target Group. The Negotiated Value of the Target Company in connection with the De-SPAC Transaction was determined through arm's length negotiations with the Target Company and the PIPE Investors after taking into account various considerations (as further described in "Letter from the Board — G. PIPE Investments") and such Negotiated Value of the Target Company may not be indicative of the price of the Successor Shares that will prevail in the trading market following the De-SPAC Transaction. The Company has limited ability to assess the Target Group's business, management and systems, and cannot provide any assurances as to the Successor Company's prospects or success as a publicly listed company.

If an active market for the Successor Shares and the Successor SPAC Warrants develops and continues, the trading price of the Successor Shares and the Successor SPAC Warrants following the De-SPAC Transaction could be volatile and subject to wide fluctuations in response to various factors, some of which are beyond the Successor Company's control. The Successor Shares may trade at prices significantly below HK$10.00, being the SPAC Share Issue Price at which the SPAC Shares were issued at SPAC Listing Date and the subscription price for each PIPE Share. In such circumstances, the trading price of the Successor Shares may not recover and may experience a further decline.

SPAC Shareholders may exercise their rights for Share Redemption with respect to a large number of the SPAC Shares, and the Successor Company may not meet the requirement of the minimum number of Professional Investors set out in the Listing Rules.

The Listing Rules require that the Successor Company must have at least 100 Professional Investors as holders of the Successor Shares at the time of the listing of the Successor Company on the Stock Exchange. At the time of signing the Business Combination Agreement and up to the EGM, the Company will not know how many SPAC Shareholders will exercise their rights for Share Redemption. If a large number of SPAC Shareholders exercise their rights for Share Redemption and a sufficient number of additional investors cannot be found prior to Closing to subscribe for Successor Shares at Closing pursuant to the Permitted Equity Financing (if any), the Successor Company may not have the required minimum number of Professional Investors as its shareholders to meet the requirement set out in the Listing Rules. In this case, unless a waiver from strict compliance with the relevant requirement under the Listing Rules is granted by the Stock Exchange, the Successor Company will not satisfy the requirement for listing on the Stock Exchange, and the Company and the Target Company will not be able to complete the De-SPAC Transaction. There is no assurance that the Stock Exchange will grant such waiver.

There is no guarantee that any SPAC Shareholder's decision as to whether to redeem its SPAC Shares for a pro rata portion of the SPAC Offering Escrow Account will place the SPAC Shareholder in a better future economic position.

There is no assurance as to the price at which a SPAC Shareholder (assuming it does not redeem its SPAC Shares) may be able to sell the Successor Shares in the future following the completion of the De-SPAC Transaction. Certain events following the completion of the De-SPAC Transaction may cause an increase in the trading price of the Successor Shares, and any Redeeming SPAC Shareholder may realize a lower value than if that SPAC Shareholder did not exercise its rights for Share Redemption. Similarly, if a SPAC Shareholder does not redeem its SPAC Shares, the ownership of such SPAC Shareholder in the Successor Company may be diluted after the completion of the De-SPAC Transaction, and there can be no assurance that such SPAC Shareholder can sell its Successor Shares in the future for a price that is higher than the Share Redemption Price (which is not less than HK$10.00 per Share) as set out in this circular. Any SPAC Shareholder who is in doubt as to its position or any action to be taken is recommended to consult its own professional advisors.

The Promoters' economic interests or other conflicts of interest may incentivize them to complete the De-SPAC Transaction which may not be in the interests of the SPAC Shareholders.

The Promoters beneficially own or have a pecuniary interest in the Promoter Shares and the Promoter Warrants that they purchased simultaneously with the offering of the SPAC Shares in 2022. These securities will become worthless if the De-SPAC Transaction is not completed. See "Letter from the Board — U. Consequences if the De-SPAC Transaction is not approved or completed" for more details.

In addition, if the De-SPAC Transaction is not completed, the Promoters will be liable for ensuring that the proceeds in the SPAC Offering Escrow Account are not reduced by the claims of the Target Group or claims of vendors or other entities that are owed money by the Company for services rendered or contracted for or products sold to the SPAC, but only if such entity has not executed a waiver agreement.

These interests and relationships may incentivize them to complete the De-SPAC Transaction which may not be in the interests of the SPAC Shareholders. In considering the recommendation of the Board to vote in favor of the De-SPAC Transaction and other resolutions at the EGM, SPAC Shareholders should consider these interests.

If the De-SPAC Transaction is not approved by the SPAC Shareholders or does not proceed to completion for any other reason, and the SPAC is unable to complete a de-SPAC transaction with another de-SPAC target by the time limit provided for in the Listing Rules, the SPAC will have to cease operations and wind up.

If the De-SPAC Transaction is not approved by SPAC Shareholders or does not proceed to completion for any other reason, and if the SPAC has not completed a De-SPAC transaction within 36 months from the SPAC Listing Date (or, if this time limit is extended as approved by the Shareholders and the Stock Exchange, a De-SPAC transaction is not completed within such extended time limit), the SPAC will (i) cease all operations except for the purpose of winding up; (ii) suspend the trading of the SPAC Shares and the SPAC Warrants; (iii) as promptly as reasonably possible but no more than one month thereafter, redeem the SPAC Shares and distribute the funds held in the SPAC Offering Escrow Account to holders of the SPAC Shares on a pro rata basis, in an amount per SPAC Share of not less than HK$10.00, which will completely extinguish the rights of the holders of the SPAC Shares as shareholders (including the right to receive further liquidation distributions, if any); and (iv) liquidate and dissolve, subject, in the case of clauses (iii) and (iv), to the SPAC's obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of the applicable law.

If the De-SPAC Transaction is not completed, potential De-SPAC targets may have leverage over the Company in negotiating a de-SPAC transaction.

Any potential De-SPAC targets with which the Company enters into negotiations concerning a De-SPAC transaction will be aware that the SPAC must complete a De-SPAC transaction within 36 months from the SPAC Listing Date, unless this time limit is extended pursuant as approved by the Shareholders and the Stock Exchange and in accordance with the Listing Rules. Consequently, if the Company is unable to complete the De-SPAC Transaction, a potential De-SPAC target may obtain leverage over it in negotiating a De-SPAC transaction, knowing that if the Company does not complete its De-SPAC transaction with that particular De-SPAC target, it may be unable to complete its De-SPAC transaction with any de-SPAC target. This risk will increase as the Company gets closer to the time limits described above.

Subsequent to the completion of the De-SPAC Transaction, the Successor Group may be required to take write-downs or write-offs, restructuring and impairment or other charges that could have a significant negative effect on its financial condition, results of operations and share price after the De-SPAC Transaction, which could cause you to lose some or all of your investment.

Even though the Company has endeavored to evaluate the risks inherent in the De-SPAC Transaction through due diligence on the Target Group, there is no assurance that this due diligence will highlight all material issues that may be present, that the Company has adequately ascertained or assessed all of the significant risks of the Target Group's business or the industry in which it operates, that it would be possible to uncover all material issues through the level of due diligence conducted, or that adverse developments outside of the Company's or the Target Group's control will not later arise.

As a result of these factors, the Successor Group may be forced to later write down or write off assets, restructure its operations, or incur impairment or other charges that could result in it continuing to report losses. Even though these charges may be non-cash items and may not have an immediate impact on the Successor Company's liquidity, charges of this nature could contribute to negative market perceptions about the Successor Company or the Successor Shares. Even if the Company successfully identifies certain risks from its due diligence exercise, unexpected risks may arise and previously known risks may materialize in a manner not consistent with the Company's preliminary risk analysis. Accordingly, the SPAC Shareholders who choose to become shareholders of the Successor Company following the De-SPAC Transaction could suffer a reduction in the value of their shares.

Shareholders of the SPAC will have a reduced ownership and voting power after the completion of the De-SPAC Transaction.

After the completion of the De-SPAC Transaction, the current Shareholders of the Company will own a smaller percentage of the Successor Company than they currently own of the Company. Immediately after Closing, SPAC Shareholders will hold approximately 18.69% of the issued share capital of the Successor Company (assuming no redemption of the SPAC Shares, and no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing). For details, see "Share Capital of the Successor Company". Consequently, the current shareholders of the SPAC, as a group, will have reduced ownership and voting power in the Successor Company compared to their ownership and voting power in the SPAC.

The Company or the Target Group may be potential targets of litigation which could result in substantial costs and may delay or prevent the De-SPAC Transaction from being completed.

The Company or the Target Group may be subject to litigation, arbitration or other legal proceedings from time to time. Defending against any litigation involving the Company, the Target Group or the De-SPAC Transaction could result in substantial costs and divert management time and resources. An adverse judgment could result in monetary damages, which could have a negative impact on the Company's or the Target Group's liquidity and financial condition. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting the completion of the De-SPAC Transaction, that injunction may delay or prevent the De-SPAC Transaction from being completed, which may adversely affect the Company's or the Target Group's or, if the De-SPAC Transaction is completed but delayed, the Successor Group's business, financial position and results of operations. There can be no assurance as to whether any such lawsuits will be filed.

If the Successor Company issues additional Successor Shares in the future, investors could experience future dilution.

Investors will pay a price of HK$10.00 per Share in the PIPE Investments and the Permitted Equity Financing. Such price may be higher than the net tangible asset value per Share of the Shares immediately prior to the De-SPAC Transaction. As a result, investors of the Shares in the PIPE Investments and the Permitted Equity Financing may pay a high premium to the pro forma consolidated net tangible asset value of the Successor Group.

In addition, we may need to raise additional funds in the future to finance expansion of or new developments relating to the existing operations or new acquisitions. If additional funds are raised through the issuance of new equity or equity-linked securities of the Successor Company other than on a pro-rata basis to the existing shareholders, the percentage ownership of such shareholders in the Successor Company may be reduced.

Significant costs associated with the De-SPAC Transaction are expected to be incurred. Whether or not the De-SPAC Transaction is completed, the incurrence of these costs will reduce the amount of cash available to be used for other corporate purposes by the Successor Group if the De-SPAC Transaction is not completed.

Significant transaction and transition costs associated with the De-SPAC Transaction and operating as a public company following the completion of the De-SPAC Transaction are expected to be incurred. We may also incur additional costs to retain key employees. Certain transaction expenses incurred in connection with De-SPAC Transaction, including all legal, accounting, consulting, investment banking and other fees, expenses and costs. Even if the De-SPAC Transaction is not completed, we expect to incur significant expenses for executing the De-SPAC Transaction. These expenses will reduce the amount of cash available to be used for other corporate purposes by the Successor Group if the De-SPAC Transaction is not completed.

If the SPAC Shareholders fail to comply with the requirements for Share Redemption specified in this circular, they will not be entitled to redeem their SPAC Shares.

In order to exercise their redemption rights, the SPAC Shareholders are required to complete the procedures set out in "Important Notice to Shareholders and Warrantholders and Actions to be Taken — B. Share Redemption — 3. Procedure to elect for Share Redemption". SPAC Shareholders electing to redeem their SPAC Shares will receive, for each SPAC Share redeemed, the Redemption Price which will be equal to the aggregate amount then on deposit in the SPAC Offering Escrow Account calculated as of two Business Days immediately prior to the date of return of funds (including interest and other income earned on the funds held in the Escrow Account and not previously authorized for release to pay the Company's expenses or taxes), divided by the number of the then issued and outstanding SPAC Shares, provided that such Share Redemption Price will not be less than HK$10.00 according to the Articles. Any SPAC Shareholder who fails to properly exercise its right for Share Redemption will not be entitled to redeem its SPAC Shares for the Share Redemption Price. See "Important Notice to Shareholders and Warrantholders and Actions to be Taken — B. Share Redemption" for additional information on how to exercise your redemption rights.

If the De-SPAC Transaction is not approved by SPAC Shareholders or does not proceed to completion for any reason, all Share Redemption requests will be canceled and Redeeming SPAC Shareholders will not receive the Share Redemption Price.

If the De-SPAC Transaction is not approved by SPAC Shareholders or does not proceed to completion for any other reason, the SPAC will not redeem any SPAC Shares and all Share Redemption requests will be canceled. In this case, the Company will arrange for the Hong Kong Share Registrar of the Company to promptly return any share certificate(s) delivered by Redeeming SPAC Shareholder(s). SPAC Shareholders will only be able to exercise their redemption rights in connection with an extraordinary general meeting to (i) approve another de-SPAC transaction, (ii) modify the timing of the SPAC's obligation to announce a De-SPAC

transaction within 24 months of the SPAC Listing Date or complete a De-SPAC transaction within 36 months of the SPAC Listing Date, or (iii) approve the continuation of the SPAC following a Material Change Event or if the Company fails to obtain the requisite approvals.

Future resales of the Successor Shares may cause the market price of the Successor Shares to decline significantly, even if the Successor Group's business is performing well.

Pursuant to the Promoter Earn-out and Lock-up Agreement, the Successor Shares held by the Promoters are subject to a lock-up period of 12 months from the Closing. In addition, the Target Company Majority Shareholders who hold 5% or more of the shares of the Target Company will be subject to the 12-month lock-up restrictions as provided in the Target Company Majority Shareholder Lock-up Agreement. For details, see "Letter from the Board — F. The Business Combination Agreement — (h) Lock-up Undertakings."

Upon the expiration of the applicable lock-up periods with respect to the Promoters and the shareholders of the Target Company, they may sell a large number of the Successor Shares in the open market or in privately negotiated transactions. Such sales could have the effect of increasing the volatility in the price of the Successor Shares and may put significant downward pressure on the trading price of the Successor Shares.

The issuance of Successor Shares in connection with the potential exercise of Successor SPAC Warrants, Successor Promoter Warrants, Promoters Earn-out Right, Target Company Founders Earn-out Right, and the Permitted Equity Financing (if any) would increase the number of Successor Shares eligible for future resale in the public market and result in dilution to the shareholders of the Successor Company.

The Successor SPAC Warrants and the Successor Promoter Warrants will become exercisable 30 days and 12 months after the Closing, respectively, subject to the satisfaction of certain conditions. If the Successor Warrants are exercised in full and assuming all SPAC Shareholders elect to redeem any SPAC Shares, no SPAC Warrantholders elect to redeem their SPAC Warrants, the Promoter Earn-out Right and the Target Company Founder Earn-out Right are not exercised and there is Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000, an aggregate of 40,712,500 Successor Shares will be issued, representing a maximum dilution impact of 9.43% in the shareholding in the Successor Company immediately after Closing. If the Successor Warrants are exercised in full and assuming no SPAC Shareholders elect to redeem their SPAC Shares, no SPAC Warrantholders elect to redeem their SPAC Warrants, the Promoter Earn-out Right and the Target Company Founder Earn-out Right are not exercised and there is no Permitted Equity Financing, an aggregate of 40,712,500 Successor Shares will be issued, representing a maximum dilution impact of 7.68% in the shareholding in the Successor Company immediately after Closing. Furthermore, Successor Shares will be issued to the Promoters, the Target Company Founders, and the PIPE Investors pursuant to the potential exercise of the Promoter Earn-out Right, Target Company Founders Earn-out Right, and the Permitted Equity Financing (if any). Any such share issuances would increase the number of Successor Shares eligible for future resale in the public market and result in dilution to the shareholders of the

Successor Company. For details of the potential dilution effect, see "Letter from the Board — M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company — 2. Expected Shareholding in the Successor Company and Potential Dilution Effect of the De-SPAC Transaction."

If the De-SPAC Transaction is completed, there is no guarantee that the Successor Warrants will ever be in the money, and they may expire worthless.

The exercise price for the Successor Warrants will be HK$11.5 per Successor Share. The Successor Warrants can only be exercised on a cashless basis. There is no guarantee that such Successor Warrants, following the De-SPAC Transaction, will ever be in the money prior to their expiration, and as such, the Successor Warrants may expire worthless.

The Successor Company may redeem your unexpired Successor Warrants prior to their exercise at a time that is disadvantageous to you.

The Successor Company has the option to redeem the outstanding Successor Warrants at any time after 12 months of the Closing and prior to their expiration, at a price of HK$0.01 per Successor Warrant, provided that the reported closing price of the Successor Shares equals or exceeds HK$23.00 per Share for any 20 trading days within a 30-trading day period ending on the third trading day immediately prior to the date on which the Successor Company sends the notice of redemption to the holders of the Successor Warrants. Redemption of the outstanding Successor Warrants could force you (i) to exercise your Successor Warrants at a time when it may be disadvantageous for you to do so, (ii) to sell your Successor Warrants at the then-current market price when you might otherwise wish to hold them, or (iii) to accept the nominal redemption price which, at the time the outstanding Successor Warrants are called for redemption, is likely to be substantially less than the market value of your Successor Warrants.

The Warrant Instrument has designated the courts of Hong Kong as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of the Successor Warrants, which could limit the ability of holders of the Successor Warrants to obtain favorable judicial forum for disputes with the Successor Company.

The Warrant Instrument has provided that, subject to applicable laws, (i) any action, proceeding or claim against the Successor Company arising out of or relating in any way to the Warrant Instrument will be brought and enforced in the courts of Hong Kong; and (ii) that the Successor Company will irrevocably submit to such jurisdiction, which shall be the exclusive forum for any such action, proceeding or claim. The Successor Company will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

If any action, the subject matter of which is within the scope of the forum provisions of the Warrant Instrument, is filed in a court other than a court of Hong Kong (a "**foreign action**") in the name of any holders of the Successor Warrants, such holder of the Successor Warrants shall be deemed to have consented to (i) the personal jurisdiction of the courts located in Hong Kong in

connection with any action brought in any such court to enforce the forum provisions (an "**enforcement action**"); and (ii) having service of process made upon such holder of the Successor Warrants in any such enforcement action by service upon such holder's counsel in the foreign action as agent for such holder of the Successor Warrants.

This choice of forum provision may limit the ability of the holders of the Successor Warrants to bring a claim in a judicial forum that it finds favorable for disputes with the Successor Company, which may discourage such lawsuits. Alternatively, if a court were to find this provision of the Warrant Instrument inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, the Successor Company may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect its business, financial condition and results of operations and result in a diversion of the time and resources of its senior management and the board of directors.

The Successor Warrants are expected to be accounted for as liabilities, which may have an adverse effect on the market price of the securities of the Successor Company.

The Successor Warrants are expected to be accounted for as liabilities. At the end of each reporting period, the fair value of the liabilities of the Successor Warrants will be remeasured and the change in the fair value of the liabilities will be recorded in the Successor Group's consolidated statement of profit or loss and other comprehensive income. Changes in the inputs and assumptions for the valuation model used to determine the fair value of such liabilities may have a material impact on the estimated fair value of the liabilities. The price of the Successor Shares will represent the primary underlying variable that impacts the value of the liabilities. Additional factors that may impact the value of the liabilities include the volatility of the share price, discount rates and stated interest rates. As a result, the Successor Company's financial statements may fluctuate at the end of each reporting period, based on various factors, such as the price of the Successor Shares, many of which are outside of the Successor Company's control. In addition, the Successor Company may change the underlying assumptions used in its valuation model, which could result in significant fluctuations in its financial statements. If the price of the Successor Shares is volatile, the Successor Company may recognize non-cash gains or losses on Successor Warrants or any other similar derivative instruments in each reporting period and the amount of such gains or losses could be material. The impact of changes in fair value on the Successor Warrants may have an adverse effect on the market price of the securities of the Successor Company.

The Company may be required to complete the De-SPAC Transaction even if it determines it is no longer in the best interest of the Company and the SPAC Shareholders.

The SPAC Shareholders are protected from a material adverse event arising between the date of the Business Combination Agreement and the Closing, primarily by the right to redeem their SPAC Shares for a pro rata portion of the funds held in the SPAC Offering Escrow Account. If a material adverse event were to occur after approval of the De-SPAC Transaction at the EGM, the

SPAC may be required to complete the De-SPAC Transaction if the closing conditions in the Business Combination Agreement are satisfied or waived, even if it may no longer be in the best interest of the Company or the SPAC Shareholders to do so.

During the period from signing of the Business Combination Agreement to Closing, the Company is prohibited from entering into certain transactions that might otherwise be beneficial to the Company or the SPAC Shareholders.

Until the earlier of the completion of the De-SPAC Transaction or termination of the Business Combination Agreement, the Company is subject to certain limitations on the operations of its business, including restrictions on its ability to search for another De-SPAC target, repurchase or redeem shares (other than pursuant to the Share Redemption), pay dividends or incur financial debt, as summarized under "Letter from the Board — F. The Business Combination Agreement — (f) Pre-Closing Obligations and (g) Permitted Equity Financing." The limitations on the Company's conduct of its business during this period could have the effect of delaying or preventing other strategic transactions and would make it impossible to pursue another De-SPAC opportunity that may be available.

The De-SPAC Transaction remains subject to certain conditions that the Company cannot control and if such conditions are not satisfied or waived, the De-SPAC Transaction may not be consummated.

The De-SPAC Transaction is subject to a number of Conditions. There is no assurance that all the Conditions will be satisfied or that the Conditions will be satisfied within the time frame expected. If the Conditions are not satisfied (or, if applicable, waived), then either the Company or the Target Group may, subject to the terms and conditions of the Business Combination Agreement, terminate the Business Combination Agreement. See "Letter from the Board — F. The Business Combination Agreement — 1. Principal terms of the Business Combination Agreement — (e) Conditions to Closing" for details.

Delays in completing the De-SPAC Transaction may substantially reduce the expected benefits of the De-SPAC Transaction.

Satisfying the conditions to, and completion of, the De-SPAC Transaction may take longer than, and could cost more than, the Company expects. Any delay in completing or any additional conditions imposed in order to complete the De-SPAC Transaction may materially adversely affect the benefits that the Company expects to achieve from the De-SPAC Transaction.

The Controlling Shareholders will have substantial influence over the Successor Company and their interests may not be aligned with the interests of the other shareholders of the Successor Company.

Upon completion of the De-SPAC Transaction, the Successor Controlling Shareholders will be entitled to exercise the voting rights attached to approximately 34.26% of the total issued share capital of the Successor Company, assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription of HK$15,000,000. Subject to the Successor Memorandum and Articles and applicable laws and regulations, the Successor Controlling Shareholders will continue to have the ability to exercise controlling influence on the Successor Company's management, policies and business by approving important matters such as a change of name or making changes to the Successor Memorandum and Articles and taking other actions that require the approvals of the shareholders of the Successor Company. The interests of the Successor Controlling Shareholders may not necessarily be aligned with the interests of the other shareholders of the Successor Company, and this concentration of ownership may also have the effect of delaying, deferring or preventing a change in control of the Successor Company.

In addition, the Successor Controlling Shareholders may from time to time be involved in disputes with and subjected to claims by other parties, including the investors of the Successor Company. All such disputes and claims may in turn lead to legal or other proceedings or cause negative publicity against the Successor Company, thereby resulting in damage to reputation, substantial costs and diversion of resources from business activities of the Successor Group. Any such dispute, claim or litigation may have material and adverse effect on the business, results of operations, financial condition, reputation and prospects of the Successor Group.

The process of taking a company public by means of a De-SPAC transaction with a special purpose acquisition company is different from taking a company public through an initial public offering and may create risks for investors.

The De-SPAC Transaction will be one of the first of its kinds on the Stock Exchange, and there is yet to be a precedent on the Stock Exchange of a company successfully going public through a De-SPAC transaction. Going public via a De-SPAC transaction with a special purpose acquisition company does not involve a book-building process as is the case in an initial public offering. In any initial public offering, the initial value of a company is set by investors who indicate the price at which they are prepared to purchase shares from the underwriters and vetted by analysts. In the case of the De-SPAC Transaction, even though the PIPE Investments provide some assurance that the consideration of the De-SPAC Transaction is fair and the value of the Target Company has primarily been established by means of negotiations between the Target Company and the Company, this process may be less effective than an initial public offering book-building process and also does not reflect events that may occur between the date of the Business Combination Agreement and the Closing. In addition, initial public offerings are sometimes oversubscribed, resulting in additional potential demand for shares in the aftermarket

following the initial public offering. There is no comparable process of generating investor demand in connection with the De-SPAC Transaction, or process of creating an analyst following, each of which may result in lower demand for the Successor Shares after the Closing, which could in turn, decrease liquidity and trading prices as well as increase share price volatility of the Successor Shares.

A market for the Successor Shares may not develop or be sustained, which would adversely affect the liquidity and trading price of the Successor Shares.

Following the De-SPAC Transaction, the price of the Successor Shares may fluctuate significantly due to the market's reaction to the De-SPAC Transaction, general market and economic conditions, the Successor Company's general business condition and the release of its financial reports. An active trading market for the Successor Shares following the De-SPAC Transaction may never develop or, if developed, may not be sustained. You may be unable to sell the Successor Shares unless an effective market for them can be established and sustained.

Securities of companies resulting from the completion of a de-SPAC transaction may experience a material decline in price relative to the share price of the SPAC prior to the de-SPAC transaction.

The Company issued the SPAC Shares for HK$10.00 per Share upon closing of its SPAC Listing in 2022. The HK$10.00 per share price reflected each SPAC Share having a one-time right to redeem such share for a pro rata portion of the proceeds held in the SPAC Offering Escrow Account equal to approximately HK$10.00 per share prior to the Closing. Following the Closing, the shares of the Successor Company issued and outstanding will no longer have any such redemption right, and the share price will be solely dependent upon the fundamental value of the Successor Group's business, which, like the securities of other companies formed through de-SPAC transactions in other markets, may be significantly less than HK$10.00 per share.

Because the Target Company is incorporated in Singapore and the SPAC is incorporated under the laws of the Cayman Islands, you may face difficulties in protecting your interests, including in the event the De-SPAC Transaction is not completed.

The Target Company was incorporated in Singapore and the SPAC was incorporated under the laws of the Cayman Islands with limited liability. In addition, some of the Company's and Target Company's directors and executive officers are nationals and residents of countries or areas other than the United States and Hong Kong. A substantial portion of the assets of these persons are located outside the United States and Hong Kong. As a result, it may be difficult or impossible for SPAC Shareholders and the shareholders of the Target Company to effect service of process within the United States or Hong Kong upon these persons, or to bring an action against the Company or the Target Company or against these individuals in the United States or Hong Kong in the event that they believe that their rights have been infringed under the U.S. federal securities laws, Hong Kong laws or otherwise. As advised by our legal advisor as to Cayman Islands law, even if shareholders are successful in bringing an action of this kind, the laws of the Cayman

Islands may render them unable to enforce a judgment against the Company's or the Target Company's assets or the assets of the Company's or the Target Company's directors and officers. There is uncertainty as to whether the courts of the Cayman Islands would recognize or enforce these judgments.

Foreign judgments obtained in Hong Kong can be enforced in Singapore under the Reciprocal Enforcement of Foreign Judgments Act 1959 of Singapore, subject to certain registration requirements. However, such a judgment can be aside if the registering Court in Singapore is satisfied that, amongst others, the judgment was obtained by fraud or where the enforcement of the judgment would be contrary to public policy.

There is no treaty between the United States and Singapore providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters and a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon the federal securities laws, would, therefore, not be automatically enforceable in Singapore. In making a determination as to enforceability of a foreign judgment, the Singapore courts need to be satisfied that the foreign judgment was final and conclusive and on the merits of the case, given by a court of law of competent jurisdiction, and was expressed to be for a fixed sum of money. In general, a foreign judgment would be enforceable in Singapore unless procured by fraud, or if the proceedings in which such judgments were obtained were not conducted in accordance with principles of natural justice, or if the enforcement thereof would be contrary to the public policy of Singapore, or if the judgment would conflict with earlier judgments from Singapore or earlier foreign judgments recognized in Singapore, or if the judgment would amount to the direct or indirect enforcement of foreign penal, revenue or other public laws.

Securities laws in jurisdictions where holders of the Successor Warrants are based may restrict their ability to receive shares of the Successor Company upon the exercise of the Successor Warrants.

The jurisdictions in which the holders of the Successor Warrants are based may have securities laws that restrict their ability to receive shares of the Successor Company upon the exercise of the Successor Warrants. Accordingly, holders of the Successor Warrants who are resident outside Hong Kong may not be able to exercise their Successor Warrants if they are prevented by applicable securities laws from receiving shares consequent to such exercise. In such an event, they will have to sell their Successor Warrants on the Stock Exchange.

There are risks associated with the forward-looking statements contained in this circular.

This circular contains certain statements and information that are forward-looking and uses forward-looking terminology such as "anticipate," "believe," "could," "going forward," "intend," "plan," "project," "seek," "expect," "may," "ought to," "should," "would" or "will" and similar expressions. You are cautioned that reliance on any forward-looking statement involves risks and uncertainties and that any or all of those assumptions could prove to be inaccurate and as a result,

the forward-looking statements based on those assumptions could also be incorrect. In light of these and other risks and uncertainties, the inclusion of forward-looking statements in this circular should not be regarded as representations or warranties by the Company, the Target Company or the Successor Company that the plans and objectives stated in this circular will be achieved and these forward-looking statements should be considered in light of various important factors, including those set forth in this section. Subject to the requirements of the Listing Rules, the SPAC, the Target Company and the Successor Company do not intend publicly to update or otherwise revise the forward-looking statements in this circular, whether as a result of new information, future events or otherwise. Accordingly, you should not place undue reliance on any forward-looking information. All forward-looking statements in this circular are qualified by reference to this cautionary statement.

Shareholders should read the entire circular carefully and should not place reliance on any information (if any) contained in press articles or other media coverage regarding the Company or the Target Group without carefully considering the risks and other information contained in this circular.

You are strongly cautioned not to rely on any information contained in press articles or other media regarding the Company and the Target Group. Prior to the publication of this circular, there may be press and media coverage regarding the Company or the Target Group. Such press and media coverage may include references to certain information that does not appear in this circular, including certain operating and financial information and projections, valuations and other information. The disclosure of any such information in the press or media has not been authorized and any responsibility for any such press or media coverage or the accuracy or completeness of any such information or publication will not be accepted. No representation as to the appropriateness, accuracy, completeness or reliability of any such information or publication has been, is or will be made. To the extent that any such information is inconsistent or conflicts with the information contained in this circular, the Company or the Target Company disclaims responsibility for it and you should not rely on such information.

The Company has sought the following waivers from strict compliance with the relevant provisions of the Listing Rules:

MANAGEMENT PRESENCE IN HONG KONG

Pursuant to Rule 8.12 of the Listing Rules, the Successor Company must have sufficient management presence in Hong Kong. This normally means that at least two of the Executive Successor Directors must be ordinarily resident in Hong Kong.

The Successor Group's headquarters and principal place of business are located in Singapore. The Executive Successor Directors and all other members of the senior management team are located in Singapore and they manage the Successor Group's business operations from Singapore. Accordingly, the Successor Company for the foreseeable future will not have sufficient management presence in Hong Kong for the purpose of satisfying the management presence requirement under Rule 8.12 of the Listing Rules.

The Successor Company has applied for, and the Stock Exchange has granted, a waiver from strict compliance with the requirement for management presence in Hong Kong under Rule 8.12 of the Listing Rules, subject to the Successor Company adopting the following arrangements to maintain regular communications with the Stock Exchange in line with Chapter 3.10 of the Listing Guide:

(i) the Successor Company has appointed Mr. Lee Shieh-Peen Clement and Ms. Phua Nan Chie as its authorized representatives for the purpose of Rule 3.05 of the Listing Rules, who will act as the Successor Company's principal channel of communication with the Stock Exchange. In addition, Mr. Lee Chung Shing, who is ordinarily resident in Hong Kong, has been appointed as the alternative authorized representative of the Company in order to assist the authorized representatives to communicate with the Stock Exchange. As and when the Stock Exchange wishes to contact the Successor Directors on any matters, each of the authorized representatives will have the means to contact all of the Successor Directors promptly at all times;

(ii) the Successor Company has provided the Stock Exchange with the contact details of each Successor Director (including their respective mobile phone number, office phone number, fax number and e-mail address) to facilitate communication with the Stock Exchange;

(iii) each Successor Director who is not ordinarily resident in Hong Kong possess or is able to apply for valid travel documents to visit Hong Kong and is able to meet with the Stock Exchange within a reasonable period; and

(iv) the Successor Company has appointed Somerley Capital Limited as its compliance adviser in compliance with Rule 3A.19 of the Listing Rules, who will act as an additional channel of communication with the Stock Exchange.

DEALING IN THE SECURITIES OF THE COMPANY BY CORE CONNECTED PERSONS FROM FOUR CLEAR BUSINESS DAYS BEFORE HEARING UNTIL THE APPROVAL FOR THE LISTING OF THE SUCCESSOR SHARES AND THE SUCCESSOR SPAC WARRANTS IS GRANTED

According to Rule 9.09(b) of the Listing Rules, there must be no dealing in the securities for which listing is sought by any core connected person of an issuer from four clear business days before the expected hearing date until listing is granted.

The SPAC Shares and the SPAC Warrants are already publicly traded on the Stock Exchange. Based on the disclosure of interest notices published on the website of the Stock Exchange in respect of the Company's securities, as of the Latest Practicable Date, (a) 47,035,000 SPAC Shares, representing 47.01% of the number of SPAC Shares and 37.61% of the number of all issued Shares, were held by Anton Road Limited, a company wholly owned by Argyle Street Management Limited; and (b) 345,000 SPAC Shares, representing 0.34% of the number of SPAC Shares and 0.28% of the number of all issued Shares, were held by ASM Connaught House (Master) Fund V LP, the general partner of which is ASM Connaught House General Partner V Limited, which is wholly owned by Argyle Street Management Limited. Argyle Street Management Limited is a company wholly owned by Argyle Street Management Holdings Limited, which in turn is wholly owned by Mr. Chan Kin. Accordingly, each of Mr. Chan Kin, Argyle Street Management Holdings Limited, Argyle Street Management Limited, Anton Road Limited, ASM Connaught House General Partner V Limited and ASM Connaught House (Master) Fund V LP (collectively, the "**Existing Substantial Shareholders**") would be regarded as a substantial shareholder of the Company and/or its close associate. Any other person (whether or not an existing Shareholder) who is not an existing core connected persons of the Company or a core connected person of the Successor Company (other than the Existing Substantial Shareholders) may also, as a result of dealings in the securities of the Company, become a substantial shareholder of the Company and/or its close associate (a "**Potential Substantial Shareholder**"). Each of the Existing Substantial Shareholders and the Potential Substantial Shareholders (collectively, the "**Permitted Persons**") is considered a core connected person of the Company and is subject to the restrictions under Rule 9.09(b) of the Listing Rules.

The Permitted Persons are passive investors of the Company and have not been and will not be involved in the Company's management and administration or the De-SPAC Transaction. None of the Permitted Persons is, or have the right to appoint, a Promoter, a Director or a member of the senior management of the Company or any of its subsidiaries, and will become or have the right to

appoint a Successor Director or a director or member of the senior management of the Successor Group after the Closing. The Company is not in a position to control dealings in the SPAC Shares and the SPAC Warrants by any Permitted Person. In addition, the Company is not in a position to control the exercise of the rights for the SPAC Share Redemption and the SPAC Warrant Redemption in accordance with the Listing Rules, the Articles and the terms of the Warrants by any Permitted Person.

Given the absence of any relationship between the Company and the Permitted Persons, and the Company's inability to control the dealings of the securities of the Company by the Permitted Persons, the Company has applied to the Stock Exchange for, and the Stock Exchange has granted, a waiver from strict compliance with Rule 9.09(b) of the Listing Rules in respect of any dealing in the SPAC Shares and the SPAC Warrants by any Permitted Person from four clear business days before the expected hearing date until the approval for the listing of the Successor Shares and the Successor SPAC Warrants is granted, on conditions that:

(i) the Permitted Persons have not been and will not be involved in the Company's management and administration or in the De-SPAC Transaction;

(ii) the Company, the Directors and the management of the Company do not had control over the investment decisions of the Permitted Persons;

(iii) none of the Permitted Persons is, or have the right to appoint, a Promoter, a Director or a member of the senior management of the Company or any of its subsidiaries, and will become or have the right to appoint a Successor Director or a director or member of the senior management of the Successor Group after the Closing; and

(iv) the Company shall promptly release any inside information to the public in accordance with the Listing Rules and the SFO such that anyone who may deal in the securities of the Company under this waiver will not possess any inside information which has not been released to the public;

(v) the Company shall procures that none of the existing core connected persons of the Company and the core connected persons of the Successor Company (other than the Permitted Persons) deals in the SPAC Shares or the SPAC Warrants from four clear business days before the expected hearing date until the approval for the listing of the Successor Shares and the Successor SPAC Warrants is granted;

(vi) the Company shall notify the Stock Exchange if it has come to its knowledge that there is any dealing or suspected dealing in the SPAC Shares or the SPAC Warrants by any of the existing core connected persons of the Company and the core connected persons of

the Successor Company (other than the Permitted Persons) from four clear business days before the expected hearing date until the listing of the Successor Shares and the Successor SPAC Warrants is granted.

WAIVER IN RELATION TO DISCLOSURE OF FULL DETAILS OF GRANTEES UNDER THE TARGET COMPANY EXISTING ESOP

Rule 17.02(1)(b) of the Listing Rules requires a listing applicant to, inter alia, disclose in the prospectus full details of all outstanding options and awards and their potential dilution effect on the shareholdings upon listing as well as the impact on the earnings per share arising from the exercise of such outstanding options or awards.

Paragraph 27 of Appendix D1A to the Listing Rules requires a listing applicant to disclose, inter alia, particulars of any capital of any member of the group which is under option, or agreed conditionally or unconditionally to be put under option, including the consideration for which the option was or will be granted and the price and duration of the option, and the name and address of the grantee, or an appropriate negative statement, provided that where options have been granted or agreed to be granted to all the members or debenture holders or to any class thereof, or to employees under a share option scheme, it shall be sufficient, so far as the names and addresses are concerned, to record that fact without giving the names and addresses of the grantees.

Paragraph 10 of Part I of the Third Schedule to the Companies (WUMP) Ordinance requires the Company to set out in this circular, among other things, details of the number, description and amount of any shares in or debentures of the Successor Company which any person has, or is entitled to be given, an option to subscribe for, together with the following particulars of the option, that is to say: (a) the period during which it is exercisable; (b) the price to be paid for shares or debentures subscribed for under it; (c) the consideration (if any) given or to be given for it or for the right to it; and (d) the names and addresses of the persons to whom it or the right to it was given (together, the requirements under Rule 17.02(1)(b) of, and paragraph 27 of Appendix D1A to, the Listing Rules, and paragraph 10 of Part I of the Third Schedule to the Companies (WUMP) Ordinance).

As of the Latest Practicable Date, the Target Company has granted under the Target Company Existing ESOP:

(a) share options to 344 grantees, including 2 senior management and 342 employees, in respect of an aggregate of 38,819,904 Target Company Shares (resulting in 33,850,000 Target Company Shares to be allotted and issued on a cashless exercise basis (i.e. net of the exercise price payable) or 14,195,955 Successor Shares immediately after the Closing), representing approximately 2.68% of the issued share capital of the

Successor Company immediately following the Closing (assuming (i) no SPAC Shareholders exercise their redemption rights with respect to their holding of SPAC Shares, (ii) 55,124,000 Successor Shares are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (iii) there is no Permitted Equity Financing, and (iv) there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants); and

(b) bonus share awards to the 3 Target Company Founders in respect of an aggregate of 53,926,868 Target Company Shares (22,615,759 Successor Shares immediately after the Closing), representing approximately 4.27% of the issued share capital of the Successor Company immediately following the Closing (assuming (i) no SPAC Shareholders exercise their redemption rights with respect to their holding of SPAC Shares, (ii) 55,124,000 Successor Shares are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (iii) there is no Permitted Equity Financing, and (iv) there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants).

The Successor Company has applied to the Stock Exchange for a waiver from strict compliance with the disclosure requirements under Rule 17.02(1)(b) of, and paragraph 27 of Appendix D1A to, the Listing Rules and paragraph 10 of Part I of the Third Schedule to the Companies (WUMP) Ordinance, on the ground that strict compliance with the above requirements would be unduly burdensome for the Successor Company, and the waiver would not prejudice the interests of the investing public for the following reasons:

(a) given that 347 grantees are involved, strict compliance with such disclosure requirements in setting out full details of all the grantees under the Target Company Existing ESOP in this circular on an individual basis would be costly and unduly burdensome for the Successor Company in light of a significant increase in cost and time for information compilation and preparation;

(b) given that among all the grantees, only 2 are directors and 3 are members of senior management, while the remaining 342 grantees are only employees of the Target Group and are not directors, senior management or connected persons of the Successor Company, strict compliance with the requirements set out in paragraph 2 above to disclose names, addresses, and entitlements on an individual basis in this circular will require a substantial number of pages of additional disclosure that does not provide any material information to the investing public;

(c) the Target Company Existing ESOP forms a critical component in the compensations of the grantees of the Target Group, and the information relating to the share options granted to the grantees is highly sensitive and confidential to the Successor Group. Full disclosure of the personal details (which include their addresses) as well as the number of share options granted to each of the grantees would provide the Successor Group's competitors with critical details of the Successor Group's employees and their compensation packages and would expose the Successor Group to an enhanced risk of competitors attempting to solicit key personnel, potentially leading to their premature departures from the Successor Group and a significant set-back to the Successor Group's strategic plans;

(d) the full disclosure on the share options granted to each of the grantees would also allow the employees of the Successor Group to gain access to the others' compensation, which could negatively affect the employees' morale, give rise to unwarranted internal comparisons and competitions among the Successor Group's leadership and other key personnel;

(e) the grant and exercise in full of the options under the Target Company Existing ESOP will not cause any material adverse impact in the financial position of the Successor Company;

(f) non-compliance with the above disclosure requirements would not prevent the Successor Company from providing its potential investors with an informed assessment of the activities, assets, liabilities, financial position, management and prospects of the Successor Company; and

(g) in any event, the identities of the grantees under the Target Company Existing ESOP should not be material to prospective investors since material information relating to the share options and share awards granted under the Target Company Existing ESOP has already been disclosed in this circular, including:

(i) the total number of Target Company Shares underlying the share options and share awards granted under the Target Company Existing ESOP and the corresponding number of Successor Shares following the Closing;

(ii) the total number of grantees of share options and share awards;

(iii) the exercise period and exercise price for the share options;

(iv) the vesting periods for the share options and share awards;

(v) the potential dilution effect on the shareholding and impact on earnings per share upon full exercise of the share options and vesting of the share awards granted under the Target Company Existing ESOP; and

(vi) the impact of earnings upon full exercise of the share options and vesting of the share awards granted under the Target Company Existing ESOP.

The Successor Directors consider that all information reasonably necessary for potential investors to make an informed assessment of the Successor Company in their investment decision making process has been included in this circular.

The Stock Exchange has granted a waiver under the Listing Rules on the conditions that:

(a) full details of the share options and share awards granted by the Target Company under the Target Company Existing ESOP to each director, senior management and other connected persons of the Successor Company will be disclosed in the Circular on an individual basis as required under Rule 17.02(1)(b) of, and paragraph 27 of Appendix D1A to, the Listing Rules and paragraph 10 of Part I of the Third Schedule to the Companies (WUMP) Ordinance;

(b) in respect of the share options granted under the Target Company Existing ESOP other than those referred to in sub-paragraph (a) above, disclosure will be made, on an aggregate basis categorised into lots based on the number of Target Company Shares underlying each individual grant, of (1) the aggregate number of grantees and the number of Target Company Shares underlying the share options granted under the Target Company Existing ESOP and the corresponding number of Successor Shares following the Closing, (2) the consideration (if any) paid for the grant of the options under the Target Company Existing ESOP, and (3) the range of exercise period and the exercise price for the share options granted under the Target Company Existing ESOP;

(c) the aggregate number of the Target Company Shares underlying the share options and share awards granted under the Target Company Existing ESOP as of the Latest Practicable Date, the corresponding number of Successor Shares following the Closing and the percentage of the Successor Company's total issued share capital represented by such number of Successor Shares will be disclosed in this circular;

(d) the dilution effect and impact on earnings per share upon the full exercise of the share options and vesting of the share awards granted under the Target Company Existing ESOP will be disclosed in this circular;

(e) a summary of the major terms of the Target Company Existing ESOP will be disclosed in this circular;

(f) the particulars of the Waiver in relation to the Target Company Existing ESOP will be disclosed in this circular; and

(g) the full list of all the grantees under the Target Company Existing ESOP containing the particulars required under Rule 17.02(1)(b) of, and paragraph 27 of Appendix D1A to, the Listing Rules be made available for public inspection.

CONTINUING CONNECTED TRANSACTIONS

The Target Group has entered into certain transactions which will constitute continuing connected transactions for the Successor Company under the Listing Rules after the Closing. The Company has applied for, and the Stock Exchange has granted, waivers from strict compliance with (i) the announcement requirements under Chapter 14A of the Listing Rules in respect of the continuing connected transaction as disclosed in "Connected Transactions — (A) Continuing Connected Transactions subject to the Reporting, Annual Review and Announcement Requirements but exempt from Independent Shareholders' Approval Requirement"; and (ii) the announcement and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules in respect of the continuing connected transactions as disclosed in "Connected Transactions of the Successor Company — (B) Continuing Connected Transaction subject to the Reporting, Annual Review, Announcement and Independent Shareholders' Approval Requirements." See "Connected Transactions of the Successor Company" for further information.

WAIVER AND CONSENT IN RELATION TO PIPE INVESTMENTS

Rule 10.04 of the Listing Rules provides that a person who is an existing shareholder of the issuer may only subscribe for or purchase any securities for which listing is sought which are being marketed by or on behalf of a new applicant either in his or its own name or through nominees if the conditions for which listing is sought if (i) no securities will be offered to them on a preferential basis and no preferential treatment will be given to them in the allocation of the securities; and (ii) the minimum prescribed percentage of public shareholders required by Rule 8.08(1) of the Listing Rules is achieved.

Paragraph 5(2) of Appendix F1 to the Listing Rules provides, inter alia, that without the prior written consent of the Stock Exchange, no allocations will be permitted to existing shareholders of the applicant or their close associates, whether in their own names or through nominees unless the conditions set out in Rule 10.04 of the Listing Rules are fulfilled.

WAIVERS FROM STRICT COMPLIANCE WITH THE LISTING RULES

Paragraph 12 in Chapter 4.15 of the Listing Guide provides that the Stock Exchange will ordinarily agree to grant a consent and waiver for allocation to existing shareholders or their close associates if it is satisfied that the actual or perceived preferential treatment arising from their ability to influence the applicant during the allocation process can be addressed.

Paragraph 13 in Chapter 4.15 of the Listing Guide provides that, subject to other paragraphs in the Listing Guide, the Stock Exchange requires the following conditions to be fulfilled, with confirmation from the relevant party indicated, when consider granting a consent and waiver from Rule 10.04 of the Listing Rules to placing to existing shareholders or their close associates:

- cornerstone investment agreement does not contain any material term which is more favorable to the existing shareholder or its close associate than those in other cornerstone investment agreements (if applicable);

- no preferential treatment is given to the existing shareholder or its close associates (other than the assured entitlement for a cornerstone investor (if applicable));

- existing shareholder (a) has less than 5% voting rights in the applicant before the offering; (b) is not a core connected person or its close associate; (c) does not have the power to appoint directors or any other special rights; and

- allocation to the existing shareholder or its close associates will not affect the applicant's ability to satisfy the public float requirement and details of the allocation will be disclosed in the listing document and/or the allotment results announcement.

Oakwise Value Fund SPC — Greater China High Yield Income SP participated as an independent third party investor in the subscription of the PIPE Investment Shares pursuant to its PIPE Investment Agreement and the Oakwise Novation and Amendment Agreement. Oakwise Value Fund SPC — Greater China High Yield Income SP is managed by Oakwise Capital Management Limited. Since Oakwise Value Fund SPC — Greater China High Yield Income SP has the same investment manager as Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP, an existing shareholder and warrantholder of the Company holding 115,000 SPAC Shares (representing approximately 0.09% of total issued share capital of the Company) and 57,500 SPAC Warrants as at the Latest Practicable Date, it is a close associate of Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP.

The Successor Company has applied for, and the Stock Exchange has granted, a waiver from strict compliance with the requirements under Rule 10.04 of, and a consent under paragraph 5(2) of Appendix F1 to, the Listing Rules, to allow Oakwise Value Fund SPC — Greater China

High Yield Income SP, a close associate of an existing shareholder of the Company, to participate in the subscription of the PIPE Investment Shares as an independent third party investor based on the following reasons and/or conditions:

(a) the Successor Company confirms that Oakwise Value Fund SPC — Greater China High Yield Income SP's PIPE Investment Agreement does not contain any material term which is more favorable to Oakwise Value Fund SPC — Greater China High Yield Income SP than those in other PIPE Investment Agreements;

(b) the Successor Company, the Joint Sponsors and the Overall Coordinators confirm that no preferential treatment is given to Oakwise Value Fund SPC — Greater China High Yield Income SP other than the preferential treatment of assured entitlement under the PIPE Investment following the principles set out in Chapter 4.15 of the Listing Guide;

(c) the Joint Sponsors confirm that Oakwise Value Fund SPC — Multi-Strategy Growth and Income Fund SP (1) has less than 5% voting rights in the Company before the De-SPAC Transaction; (2) is not a core connected person or its close associate of the Company; and (3) does not have the power to appoint Successor Directors or any other special rights; and

(d) the Joint Sponsors confirm that subscription of the PIPE Investment Shares by Oakwise Value Fund SPC — Greater China High Yield Income SP will not affect the Successor Company's ability to satisfy the public float requirement and details of the subscription will be disclosed in the circular and/or the announcement in relation to (among other things) the Closing, the issue of the PIPE Investment Shares and the dilution effect of the De-SPAC Transaction to be published by the Company.

In this section, "Synagie," "we," "us" or "our" refer to the Target Company and its subsidiaries. The information and statistics set out in this section and other sections of this circular were extracted from different official government publications, available sources from public market research and other sources form independent suppliers, and from the independent industry report prepared by CIC. We engaged CIC to prepare the CIC Report, an independent industry report, in connection with the De-SPAC Transaction. We believe that the sources of these information and statistics are appropriate for such information and statistics and have taken reasonable care in extracting and reproducing such information and statistics. We have no reason to believe that such information and statistics are false or misleading or that any fact has been omitted that would render such information and statistics false or misleading in any material respect. Such information and statistics from official government sources have not been independently verified by us, the SPAC, or any of our or their respective directors and advisors, the Joint Sponsors, the Overall Coordinators, or any other persons or parties involved in the De-SPAC Transaction, and no representation is given as to its accuracy. Accordingly, such information and statistics contained herein may not be accurate and should not be unduly relied upon. For discussions of risks relating to our industry, see "Risk Factors — Risks Relating to the Target Group's Business."

HIGHLY ATTRACTIVE DIGITAL ECONOMY IN SOUTHEAST ASIA

Southeast Asia has a highly attractive digital economy for its strong economic growth, a large proportion of young population, the increasing number of mass-affluent individuals, and high internet penetration.

Southeast Asia' economy has been experiencing robust growth and is expected to further grow at a pace faster than the global economy. In particular, Southeast Asia's GDP increased at a CAGR of 4.4% from US$3,069.2 billion in 2018 to US$3,812.5 billion in 2023, and is expected to further increase at a CAGR of 7.2% from US$4,078.5 billion in 2024 to US$5,392.5 billion in 2028. Southeast Asia's GDP has outperformed and is expected to continue to outperform the global GDP growth, driven by its increasing domestic demand, stable employment prospects, and easing prices. Additionally, the ongoing recovery in the services sector and early indications of rising export demand contribute to this trend. The increasing trend of Southeast Asia's GDP in the next few years is anticipated to stimulate the digital economy in Southeast Asia.

Southeast Asia's large proportion of young population is also a robust growth driver for the digital economy in this region. Youth population refers to individuals aged between 15 and 34. According to the United Nations, the young population of Southeast Asia increased at a CAGR of 0.2% from 213.1 million in 2018 to 214.8 million in 2023, and is expected to further increase at a CAGR of 0.2% from 215.2 million in 2024 to 216.7 million in 2028. Southeast Asia's larger proportion of young population than developed regions and China has provided the region with substantial labor resources to support its economic growth.

The increasing number of mass-affluent individuals in Southeast Asia is expected to enable the region's digital economy to surge. Mass-affluent individuals refers to consumers who have liquid assets of between US$100,000 and US$1 million and tend to spend significantly more on premium goods. The population of mass-affluent individuals in Southeast Asia reached 93 million in 2023 and is expected to reach 125 million in 2028, representing a CAGR of 6.0% from that in 2023. This will create a huge market opportunity for consumer premiumization, as the mass-affluent individuals will focus on product quality and value, such as the technologies and raw materials used, and are expected to shift to purchasing expensive premium goods.

In addition, Southeast Asia's high internet penetration rate has laid a strong foundation for the continuous development of its digital economy. The internet penetration rate in the six main countries in Southeast Asia (including Singapore, Indonesia, Thailand, Vietnam, the Philippines, and Malaysia) was 63.7% in 2023, and is expected to reach 70.1% by 2028. The number of internet users in the six main countries in Southeast Asia increased at a CAGR of 5.3% from 296.9 million in 2018 to 385.0 million in 2023, and is expected to further increase at a CAGR of 2.6% from 396.8 million in 2024 to 440.4 million in 2028. The number of digital consumers in Southeast Asia accounts for a significant portion of the internet users in this region, and is expected to further grow in proportion to the increasing internet penetration rate. Thus, Southeast Asia, as one of the world's most dynamic economy, has become an increasingly popular trade destination for many international brands. This has boosted the rapid growth of the digital economy in Southeast Asia, including e-commerce. The size of digital economy in the six main countries in Southeast Asia increased at a CAGR of 21.7% from US$99 billion in 2019 to US$217 billion in 2023, and is expected to further increase at a CAGR of 15.6% from US$254 billion in 2024 to US$453 billion in 2028; while the size of global digital economy is expected to increase at a CAGR of 14.5% from US$19,000 billion in 2024 to US$33,000 billion in 2028.

THE E-COMMERCE MARKET IN SOUTHEAST ASIA

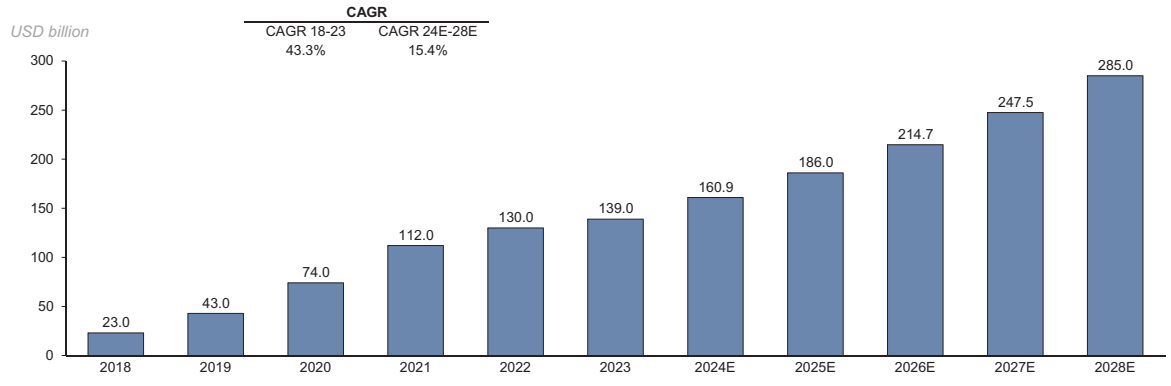
Overview

In recent years, with the increasing penetration of the internet and mobile devices, as well as the growth of the younger consumer generation, the e-commerce economy in Southeast Asia has grown rapidly, leading to a significant expansion of the e-commerce industry and injecting new momentum into the Southeast Asian economy. The Southeast Asian market, as a new growth engine of the global e-commerce industry, has attracted the attention of an increasing number of brands from the globe. In the dynamic Southeast Asia, e-commerce platforms and brands are entering the e-commerce market to capitalize on its huge potential. The e-commerce market in Southeast Asia has gradually become one of the fastest growing e-commerce regions in the world. A number of Southeast Asian countries have introduced relevant policies and measures to support the development of e-commerce, creating a more favorable environment for e-commerce.

Market Size

The e-commerce market in Southeast Asia has grown significantly, driven by consumers' demand for a hassle-free and easy online shopping experience, especially during the COVID-19 pandemic. In addition, the increasing internet penetration rate in Southeast Asia provides a growing user base for e-commerce. The size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023, and is expected to further increase at a CAGR of 15.4% from US$160.9 billion in 2024 to US$285.0 billion in 2028.

E-Commerce Market in Southeast Asia, 2018-2028E



Source: e-Conomy SEA 2023; CIC Report

E-commerce activity in Southeast Asia is primarily concentrated in six major countries in the region. Among them, Singapore has the smallest market size, with the size of its e-commerce market reaching US$8.1 billion in 2023. Despite its impressive CAGR of 74.6% from 2018 to 2023, the future growth potential of Singapore's e-commerce market is constrained to some extent by its limited population. As a result, the growth of Singapore's e-commerce market is expected to decline, with a projected CAGR of approximately 10.6% from 2024 to 2028. The e-commerce market in the Philippines has also experienced rapid growth. The size of the e-commerce market in the Philippines reached US$16.2 billion in 2023, with a CAGR of 41.6% from 2018 to 2023. Looking ahead, the e-commerce market in the Philippines is expected to continue to lead growth among the six major countries in Southeast Asia, with an expected CAGR of 20.9% from 2024 to 2028.

The e-commerce market covers various product categories, including fashion and apparel, beauty and wellness, living and lifestyle, electronics, food and others. The rapid recovery of the Southeast Asia market post the COVID-19 pandemic and the unified behavior of online consumers have attracted an increasing number of global brands to enter or devote more resources to the e-commerce market in Southeast Asia.

Market Composition

Based on the nature of the sellers, the e-commerce market comprises the following three sub-markets:

- ***Brand Direct Sales***, where brands sell products to consumers.

- ***Distribution Sales***, where distributors or digital solutions providers sell products to consumers.

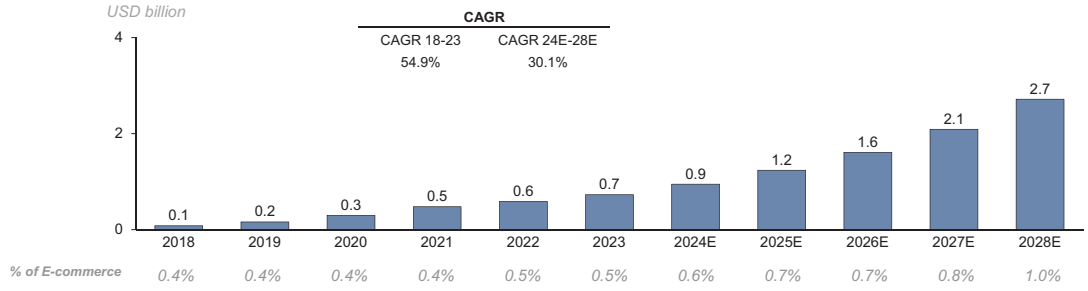
    - ***Pure Distribution Sales***, where distributors purchase products from brands and then resell products to consumers.

    - ***Sales by Digital Solutions Providers***, where digital solutions providers purchase products from brands only after consumers' orders are confirmed, and then resell such products to consumers.

Sales by digital solutions providers differ significantly from distribution sales. Distributors resell the purchased brands' products to boost their own sales, with little focus on serving brands. In contrast, digital solutions providers focus on serving brands by providing digital solutions and only purchase products from brands after consumer orders are confirmed.

Digital solutions providers offer comprehensive digital solutions to brands, assisting them in managing every aspect of their e-commerce operations. This includes digital transformation and technology, channel development and management, digital supply chain management, brand development, customer engagement, and digital marketing. Digital solutions providers have earned the trust of brands by providing effective in-depth and professional solutions, which leads to brands' delegation of their e-commerce sales to digital solutions providers. This creates a pattern where digital solutions providers actively support brands to increase e-commerce sales.

E-commerce Operated by Digital Solution Providers in Southeast Asia, 2018-2028E



Source: e-Conomy SEA 2023; CIC Report

The size of the e-commerce operated by digital solution providers in Southeast Asia increased at a CAGR of 54.9% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 30.1% from US$0.9 billion in 2024 to US$2.7 billion in 2028.

Growth Potential

Southeast Asia has attracted and is expected to continue to attract significant investments and businesses from the globe. For example, China's exports to Southeast Asia increased at a CAGR of 10.4% from US$319.1 billion in 2018 to US$524.3 billion in 2023; and the United States' export to Southeast Asia increased at a CAGR of 4.6% from US$85.8 billion in 2018 to US$107.2 billion in 2023. In particular, half of the top ten of China's cross-border e-commerce partners in terms of export volume were Southeast Asian countries in 2022. Southeast Asia has become an important growth area for China and the United States' cross-border e-commerce exports. In the future, an increasing number of international and local brands are expected to enter the e-commerce market in Southeast Asia.

Key Drivers of E-commerce Market in Southeast Asia

The e-commerce market in Southeast Asia is expected to continue its growth, determined by several key drivers:

- ***The rise of the mass-affluent population.*** Mass-affluent consumers typically have higher disposable incomes and spending power, including on online shopping. As their income increases, they may be more inclined to purchase high-quality goods and services with higher prices, creating greater market potential for e-commerce market players. At the same time, mass affluent consumers tend to be more time- and convenience-oriented. E-commerce offers consumers a convenient, 24/7 online shopping experience where they can browse and purchase goods anytime, anywhere, matching the fast-paced lifestyles of mass-affluent consumers.

- ***Governmental support and digital initiatives.*** Various Southeast Asian governments have implemented policies and initiatives to support digital transformation and e-commerce, creating a more favorable regulatory environment for e-commerce. For instance, the Indonesian government issued regulations in 2019 and 2023 to promote compliance and sustainable development of market activities for e-commerce companies; while Malaysia launched its National E-commerce Strategy Roadmap 2.0 in 2021, aiming to improve the e-commerce ecosystem.

- ***Increased focus on localization***. Localization involves tailoring e-commerce offerings to meet the specific preferences, languages, and cultural nuances of different regions in Southeast Asia. E-commerce sellers are increasingly focused on providing localized content, customer support, payment methods, and delivery options to meet the diverse needs of consumers in different regions of Southeast Asia.

Future Trends of E-commerce Market in Southeast Asia

The e-commerce market in Southeast Asia is expected to be influenced by the following trends:

- ***Increasing use of digital payments.*** There is a significant shift toward digital payment methods, including e-wallets and mobile banking. This trend is driven by the convenience and security that digital payment methods offer, making transactions seamless and efficient. At the same time, the application of new technologies, such as biometrics and blockchain, has improved the security and efficiency of payments and increased consumer confidence in online payments.

- ***Faster and more reliable delivery.*** There is a growing emphasis on improving logistics and delivery services, and the demand for same-day and next-day delivery options has increased. This trend is driven by increasing consumer demand for fast and reliable order fulfillment. The use of automated warehouses, drone delivery, intelligent logistics tracking, and other technologies is also making logistics faster and more reliable.

- ***Emergence of live streaming e-commerce.*** Live streaming has developed rapidly in the e-commerce market in Southeast Asia. Through live streaming, products can be showcased and promoted in real time, while the instant interaction between the live streaming host and the audience can increase the audience's willingness to buy such products. At the same time, live streaming e-commerce provides a more personalized and interactive shopping experience, meeting consumers' demand for a fresh and interesting shopping experience. The rapid development of Southeast Asia's e-commerce market has in turn laid a solid foundation for its digital solutions market. Digital solutions serve all brands seeking to interact with consumers, reduce the reliance on distributors, increase operational efficiency, and improve financial performance through digitization.

Major Challenges

Sellers operating in the Southeast Asia's e-commerce market typically face the following challenges:

- ***Omni-channel and multi-touchpoint expansion.*** Brands looking to establish a strong presence in Southeast Asia often face the challenge of developing a seamless omni-channel strategy, due to lack of operational capability, capacity restraints, and regional experiences. This hurdle involves creating a unified customer experience across all digital touchpoints, from physical stores to online marketplaces and social media.

- ***Fragmented markets.*** The Southeast Asia market is not a monolith, but a collection of diverse cultures, languages, religions, consumer behaviors, and commercial and legal environment. Navigating the intricacies of each country's market, including understanding local tax laws, pricing strategies, and import/export concerns, requires a nuanced approach and regional expertise. Sellers need to tailor their offerings and marketing strategies to resonate with local consumers while maintaining a cohesive global brand identity.

- ***Data integration and analytics.*** Data is critical to understanding consumer behavior and making informed business decisions. However, integrating data from disparate systems for various touchpoints and inconsistent data structures can be a significant challenge,

especially when operating in a region with diverse technology infrastructures. Sellers also need to invest significantly to achieve robust data analytics capabilities to gain insights and drive growth.

- ***Achieving ESG goals.*** ESG are becoming increasingly important metrics for sellers to maintain their operating licenses and attract investments. However, managing and achieving ESG goals in Southeast Asia can be challenging due to its diverse levels of economic development and social issues. Sellers needs to develop comprehensive ESG strategies that align with local context and make positive contribution to the communities they serve.

Key Success Factors and Entry Barriers for E-commerce Market Players in Southeast Asia

E-commerce market players compete on the following key capabilities:

- ***Combine past experience with local market insights.*** Most e-commerce market players in Southeast Asia have capitalized on the increasing penetration of the internet and mobile devices by replicating past successful experiences from more mature markets such as China and the U.S. However, this approach often fails to recognize the unique fragmented e-commerce market in Southeast Asia. In the long term, e-commerce market players will need to move beyond the confines of established business models in mature markets and instead focus on the characteristics of the local e-commerce market. By adapting to the unique cultural, economic and logistical conditions in the region, e-commerce market players will be able to grasp the growth in the e-commerce market in Southeast Asia.

- ***Consumers' trust.*** Many consumers in Southeast Asia are cautious in e-commerce due to concerns about product quality, payment security, and logistics reliability. Especially in cross-border transactions, cross-border logistics can be time-consuming and costly, and the prevalence of counterfeit and substandard goods can cast doubt on the authenticity of products. To address these challenges, e-commerce market players should focus on building consumer trust by establishing a reliable supply chain, offering transparent logistics tracking, diversifying payment options, and implementing clear return and exchange policies.

- ***Market positioning and product selection.*** Southeast Asia is characterized by significant cultural and economic diversity, with consumer needs, preferences and purchasing power varying widely across the region. Precise market positioning allows brands to tailor products and services to specific countries and consumer segments to meet their respective unique demands. At the same time, accurate product selection is critical to

standing out in a highly competitive market. Offering localized products that cater to local culture and consumer needs can help brands build emotional connections with their audience, increase customer loyalty, and drive long-term growth and success in this complex market environment. By effectively understanding and adapting to these diverse market dynamics, brands can strengthen their competitive advantage and achieve sustainable expansion.

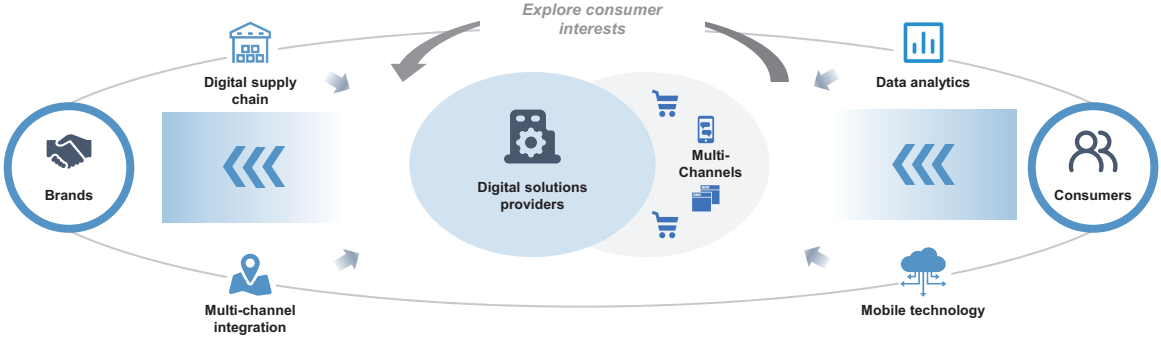
THE DIGITAL SOLUTIONS MARKET FOR E-COMMERCE IN SOUTHEAST ASIA

Overview

Digital solutions involve integrating digital technologies and platforms to enhance, streamline, and transform traditional commerce practices. Such solutions encompass a wide range of activities where brands and consumers interact through various digital channels, such as online marketplaces, social media platforms, and self-managed online brand stores to conduct digital marketing, customer relationships management, supply chain optimization, and data analytics, among others.

The diagram below illustrates the integrated ecosystem of the digital solutions industry.

Integrated Ecosystem of the Digital Solutions Industry



Source: CIC Report

Value Propositions of Digital Solutions Providers

In the ever-evolving e-commerce market, brands have varying needs and face different challenges in their e-commerce strategies. For example, early-stage brands or brands with limited e-commerce experience may need help to formulate their e-commerce strategies; brands with a single-channel e-commerce presence may want to explore new channels for expansion and improve their store performance; brands with omni-channel presence may lack the ability to unify their operations across various commerce channels, failing to improve operational efficiency and provide seamless customer experience; brands with more established e-commerce strategies may want to better align data analytics and management, maximize operational efficiency, exploit new online-offline integration opportunities and improve brand influence. In addition, brands also embrace the growth brought about by effective digital marketing and robust data analysis empowered by digital solutions providers.

However, brands may lack the capability to execute e-commerce strategies by themselves due to (i) the underdeveloped online consumer data analytics capability, lack of insights into and lack of capability to adapt to evolving consumer preferences and trends; (ii) complex e-commerce landscape; (iii) the extra burden in interacting with various parties in the value chain (including e-commerce channels, marketing companies, logistics partners, and customer service providers, among others); and (iv) the high cost associated with building and maintaining e-commerce IT and logistics infrastructure.

It is both costly and time-consuming for brands to build in-house digital solutions operations from scratch, whereas collaborating with a digital solutions provider can save them time and cost so they can better concentrate on their core competencies such as product development. Digital solutions providers can offer unique value propositions to help brands operate their e-commerce strategy, including:

- ***Use data to guide business decisions.*** Digital solutions providers can provide real-time data, big data analytics and deep insights into consumer behavior, preferences, and demands, to help brands make well informed business decisions in relation to product development, offering optimization, marketing strategies, pricing, inventory management, customer experience, market trend forecast, among others.

- ***Provide a comprehensive suite of solutions.*** Digital solutions providers can offer one-stop, end-to-end solutions covering all aspects of the e-commerce process throughout the entire consumer journey, including data analytics, product selections, store operations, supply chain, order fulfillment and delivery, marketing and promotions, customer service and carbon neutral management, which simplify the process for brands to enter and operate in the e-commerce market.

- ***Avoid waste and achieve carbon neutrality.*** Digital solutions providers promote sustainable practices by offering solutions that minimize waste in the marketing and distribution of products, such as green packaging, demand-driven inventory management and optimized shipping strategies. They help brands to achieve carbon neutrality by providing carbon footprint tracking tools that enable brands to offset their emissions and adopt eco-friendly practices.

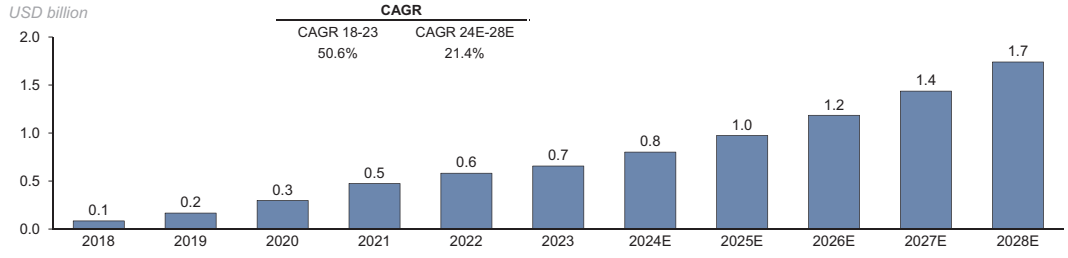
- ***Build brand image***. Through cutting-edge web design and digital marketing solutions, digital solutions providers help brands create a strong online presence that resonates with their target audiences and reflects their brand values. They enable brands to build and maintain a cohesive and professional image across all digital touchpoints, enhancing brand recognition, trust and consumer loyalty.

Market Size

The rapid development of Southeast Asia's e-commerce market has in turn laid a solid foundation for its digital solutions market. Digital solutions, serve all brands seeking to interact with consumers, reduce the reliance on distributors, increase operational efficiency, and improve financial performance through digitization.

The size of the digital solutions market in Southeast Asia increased at a CAGR of 50.6% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 21.4% from US$0.8 billion in 2024 to US$1.7 billion in 2028.

Digital Solutions Market in Southeast Asia, 2018-2028E



Source: CIC Report

Key Drivers of Digital Solutions Market in Southeast Asia

The digital solutions market in Southeast Asia is expected to continue its growth, determined by several key drivers:

- ***Growing e-commerce market.*** As the e-commerce market in Southeast Asia continues to expand, an increasing number of international brands are recognizing the significant growth potential in Southeast Asia and are looking to establish their own distribution networks in the region. However, building a fully localized team presents significant challenges, both in terms of time and financial investment. As a result, the demand for digital solutions from international brands is expected to rise sharply, as these solutions offer an efficient and scalable way for international brands to tap into the market and manage local operations.

- ***Technological developments.*** Advancements in technology, particularly in AI, have had a significant impact on the digital solutions industry. AI-driven tools and algorithms can be used to analyze consumer behavior, optimize search results, and personalize shopping experiences, all of which contribute to a more efficient and engaging online shopping environment. Digital solutions providers capable of these emerging technologies can provide brands a competitive edge in the marketplace.

- ***Increasing number of e-commerce channels in the Southeast Asia market.*** The proliferation of digital platforms and the increasing availability of internet access have led to the emergence of numerous e-commerce channels in Southeast Asia. All of these channels have different interfaces, different store management processes, and different logistics requirements. Brands are in need of specialized digital solutions to optimize their operations across these channels.

- ***Cultural and geographical differences and challenges.*** Southeast Asia is characterized by its cultural diversity and geographic expanse. This presents unique challenges for e-commerce operations, which requires brands to have a deep understanding of local practices, consumer preferences, languages, laws and regulations and shopping habits. Digital solutions providers are essential in bridging these cultural and geographic gaps by offering localized strategies and solutions that resonate with consumers in each of the regions in Southeast Asia.

Future Trends of Digital Solutions Market in Southeast Asia

The digital solutions market in Southeast Asia is expected to be influenced by the following trends:

- ***Shift from single-module services to full process coverage solutions.*** The evolution of digital solutions is moving from providing single-module solutions, such as website design or social media management, to offering one-stop end-to-end solutions that cover the entire e-commerce process from product sourcing, inventory management, logistics, customer service, digital marketing to data analytics. These solutions enable more integrated and streamlined e-commerce operations, greatly improving operational efficiency and sales performance.

- ***More data-driven decision-making approach.*** As e-commerce channels continue to diversify, the amount of information from multiple touchpoints continues to grow. Digital solutions providers with advanced data analytics can effectively collect and analyze information from multiple touchpoints using data-driven methods, enabling brands to make better decisions that are aligned with actual market conditions.

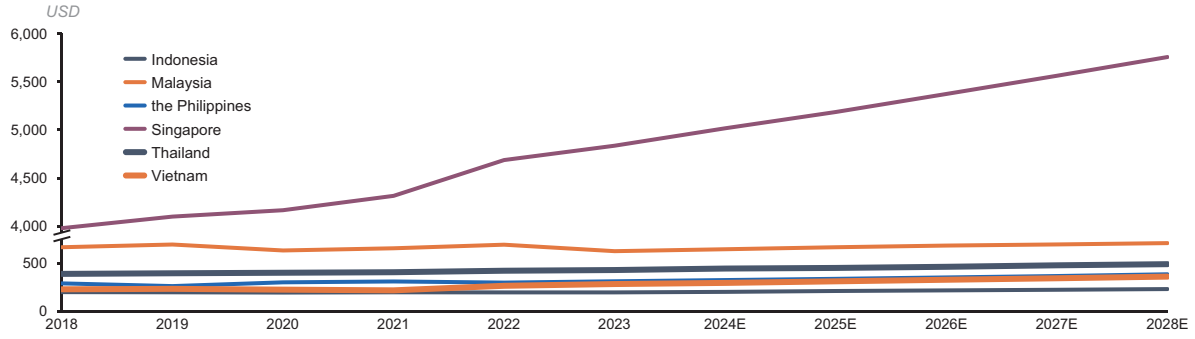
- ***Multi-channel data integration to improve operational efficiency and customer experience.*** Multi-channel retailing is on the rise as consumers interact with brands through a wider variety of channels. Beyond stores and channel operations, brands now need more data insights. Digital solutions providers which have the ability to integrate data from multiple channels can help brands deliver a more unified and seamless customer experience. These digital solutions providers can help brands to understand customer behavior across various channels, enabling personalized marketing campaigns and targeted promotions to improve operational efficiency and customer experience of the brands.

- ***Evolving needs of the mass-affluent population.*** Southeast Asia has a large number of mass-affluent consumers. Mass-affluent consumers typically have higher expectations for their online shopping experience. As a result, brands need to better adapt to the evolving needs of the mass-affluent consumers in Southeast Asia. Digital solutions providers can leverage their accumulated data, experiences and expertise, and insights to help brands to provide tailored strategies for the mass-affluent population in Southeast Asia.

Major Cost Component of Digital Solutions

Labor cost is the largest cost components of the digital solutions business. Average monthly wages vary in different regions across Southeast Asia. In particular, Singapore has the highest average monthly wages in Southeast Asia; while average monthly wages in the rest of Southeast Asia have remained relatively stable. If labor costs were to increase significantly as a result of any global economic turbulent, the overall costs and margin of digital solutions business would be materially adversely affected.

Average Monthly Wages in Southeast Asia, 2018-2028E, by Country



Source: Statista; Trading Economics; CIC Report

Major Challenges

Digital solutions providers in Southeast Asia typically face the following challenges:

- ***Regional market diversity and complexity.*** The Southeast Asian region consists of multiple countries, each with unique and diverse market characteristics, consumer preferences and business environments. For digital solutions providers, a comprehensive understanding of these differences is crucial to formulating effective market-specific strategies. This requires not only recognizing the economic and cultural differences between these countries, but also adapting marketing and operational approaches accordingly. Language diversity and a complex retail landscape further complicate digital solutions operations in Southeast Asia, requiring strong localization capabilities. Digital solutions providers must adeptly manage relationships with local merchants, cater to local consumer preferences, and maintain robust connections with international brands to effectively serve a diverse customer base.

- ***Infrastructure and logistics challenges.*** The logistics and delivery infrastructure in some parts of Southeast Asia remains underdeveloped, posing significant challenges for digital solutions operations in these regions. The lack of efficient infrastructure often results in higher operational costs and delays in order fulfillment, which can negatively impact the overall customer experience. Digital solutions providers must invest in and develop a comprehensive supply chain management system to effectively address these challenges. This includes optimizing the logistics network to minimize delivery times and costs, effectively managing inventory to avoid out-of-stocks or overstocks, and ensuring smooth order fulfillment processes. By overcoming these logistical challenges, digital solutions providers can offer more reliable and seamless digital solutions to brands, thereby increasing customer satisfaction and loyalty.

- ***Technological and innovation requirements.*** The role of a digital solutions provider is much more than simply facilitating a brand's online presence. It encompasses a wide range of complex operational activities, including sophisticated data analytics, targeted digital marketing, and high-quality customer service. Digital solutions providers must be proficient in the use of advanced digital technologies and tools that enable them to develop personalized and data-driven solutions that align with different brands' strategies. Furthermore, the fast-paced nature of the digital solutions industry requires digital solutions providers to continually innovate and stay ahead of market trends. This includes adapting to new and emerging e-commerce channels such as social media channels, and live streaming and live selling platforms that are becoming increasingly popular with consumers. Through continuous innovation, digital solutions providers can offer cutting-edge solutions that help brands capitalize on new opportunities and maintain a competitive edge in a dynamic market environment.

Key Success Factors and Entry Barriers for Digital Solutions Providers in Southeast Asia

Digital solutions providers compete on the following key capabilities:

- ***Strong ability in data analysis.*** Data is at the heart of modern e-commerce operations. Digital solutions providers need robust data collection, analysis, and reporting systems to make more accurate operational decisions. By collecting and analyzing user behavior data from e-commerce channels, digital solutions providers can gain deep insights into consumer shopping habits, preferences, and demands. This insight can be used to optimize product recommendation algorithms, improve conversion rates, and develop personalized marketing strategies. In addition, with the continued enrichment of social media, consumers' shopping channels are becoming increasingly diverse. Digital solutions providers also need stronger data analytics capabilities to comprehensively process information from multiple channels.

- ***In-depth understanding and coverage of multi-regional market.*** Southeast Asia is highly diverse, with significant differences between countries in terms of culture, consumer preferences, payment methods, technology and logistics infrastructure, and commercial and legal environment. Additionally, the digital solutions market in Southeast Asia has intense competition, with a number of established global and local players. Digital solutions providers must have a deep understanding of these local nuances as well as strong multi-regional market expertise in order to deliver customized solutions to different Southeast Asian countries and stand out from the competition.

- ***Ability to help brands achieve ESG goals.*** Engaging in e-commerce activities increases carbon emissions and pollution for brands. To reduce these emissions and pollution, brands may need the help of digital solutions providers with expertise in carbon neutral management that can enable them to achieve their ESG goals.

- ***Ability to establish market credibility.*** Currently, there are several international companies in the digital solutions market in Southeast Asia. These companies generally have a strong global reputation and a wealth of successful case studies, resulting in high brand recognition. For new entrants, it requires a considerable amount of time and marketing effort to build their own market credibility. At the same time, it is essential to continuously deliver high-quality, customized services, respond quickly to customer needs, and address customer issues in order to gradually build a strong reputation among their customers.

COMPETITIVE LANDSCAPE

Competitive Landscape of the E-commerce Market in Southeast Asia

The composition of the e-commerce market is highly complex, with three sub-markets based on different types of sellers, and within each category further differentiated by product type, with numerous brands under each product type. Thus, the e-commerce market in Southeast Asia is highly fragmented with a large number of market players. In particular, our market share in terms of revenue in 2023 in the Southeast Asia's e-commerce market was approximately 0.1%.

Competitive Landscape of the Digital Solutions Market in Southeast Asia

The digital solutions market in Southeast Asia is relatively concentrated, with the top ten market players accounting for a combined market share of approximately 61.4% in 2023. The table below shows the ranking of the top ten digital solutions providers in Southeast Asia in terms of revenue in 2023.

Ranking	Company	Background	Revenue from Southeast Asia, 2023 (US$ Million)	Market Share (%)
1	**Company A**	A Canada-based, New York Stock Exchange listed e-commerce solutions platform company, founded in 2006	102	15.5
2	**Company B**	A Singapore-based, online shopping rewards and discovery solutions platform company which helps brands and retailers increase outreach and engage consumers, founded in 2014	87	13.2
3	**Company C**	A U.S.-based, New York Stock Exchange listed cloud-based marketing, sales and customer service software developer, founded in 2006	45	6.8
4	**Company D**	A Singapore-based, cross-border end-to-end e-commerce solutions provider, founded in 2011	38	5.8
5	**Company E**	A Thailand-based, end-to-end e-commerce technologies and solutions provider, founded in 2013	32	4.9
6	**Company F**	A U.S.-based, New York Stock Exchange listed customer relationship management software and applications provider, founded in 1999	26	3.9
7	**Company G**	A U.S.-based, NASDAQ listed real-time programmatic marketing automation technology provider, founded in 2009	26	3.9
8	**Company H**	A U.S.-based, NASDAQ listed globally leading digital media and digital marketing solutions provider, founded in 1982	22	3.3
9	**Synagie**	Our Company	20	3.0
10	**Company I**	A U.S.-based, NASDAQ listed multinational technology company, engaged in ecommerce, cloud computing, online advertising, and artificial intelligence, founded in 1994	7	1.1
			405	**61.4**

Source: ACRA Bizfile; Statista; CIC Report

SOURCE OF INFORMATION

In connection with the De-SPAC Transaction, we have engaged CIC, an independent market research consulting firm, to conduct a detailed analysis and prepare an industry report on the e-commerce industry and the digital solutions industry in Southeast Asia. CIC, founded in Hong Kong, provides professional services including, among others, industry consulting, commercial due diligence and strategic consulting. We have agreed to pay a fee of RMB712,000 to CIC in connection with the preparation of the CIC Report. We are of the view that the payment of such amount does not impact the fairness of the conclusions drawn in the CIC Report. The payment of such amount was not contingent upon our successful listing or on the content of the CIC Report. Except for the CIC Report, we did not commission any other industry report in connection with the De-SPAC Transaction. We have included certain information from the CIC Report in this circular because we believe such information facilitates an understanding of our markets for potential investors.

During the preparation of the CIC Report, CIC performed both primary and secondary research, and obtained knowledge, statistics, information on and industry insights into the e-commerce industry and the digital solutions industry in Southeast Asia. Primary research involved interviewing key industry experts and leading industry participants. Secondary research involved analyzing data from various publicly available data sources. The CIC Report was compiled based on the following assumptions: (i) economic development globally is likely to maintain a steady growth trend in the next decade; (ii) related industry key drivers are likely to drive the continuing growth of the e-commerce industry and the digital solutions industry, such as favorable policies and advancements of related technology; and (iii) there will be no extreme *force majeure* or unforeseen industry regulations in which the market may be affected in either a dramatic or fundamental way during the forecast period. All forecasts in relation to market size are based on the general economic conditions as of the Latest Practicable Date.

Our Directors confirm that, after making reasonable enquiries, there have been no adverse change in the market information since the date of the CIC Report which may qualify, contradict or have an impact on the information in this section.

LAWS AND REGULATIONS IN RELATION TO OUR BUSINESS IN SINGAPORE

Key Government Regulations in Singapore

A summary of the key government regulations in Singapore that are applicable to our business are as follows:

Regulation of Imports and Exports Act

Under the Regulation of Imports and Exports Act 1995 of Singapore ("**RIEA**"), the Minister for Trade and Industry, may make regulations for the registration, regulation and control of all or any class of goods imported into, exported from, transhipped in or in transit through Singapore. The Regulation of Imports and Exports Regulations ("**RIER**") was prescribed in 1999 to control the import, export or transhipment of certain goods through the requirement of permits. We currently do not have any permits under the RIER as we are not involved in the import, export or transhipment of the classes of controlled goods under the RIER. In addition, the importation and exportation of specific products into and out of Singapore may be subjected to certain registration requirements imposed by the relevant governmental authorities in Singapore.

Under the RIEA, any person who imports, exports or tranships any goods and either (i) applies or causes to be applied to the goods an incorrect trade description, or (ii) has in his possession for sale or for any purpose of trade any goods to which an incorrect trade description has been applied, shall be guilty of an offense and shall be liable on conviction to a fine and/or imprisonment. Trade descriptions mean any description, statement or indication which, directly or indirectly and by whatever means given, relates to the place of origin, manufacture or production of the goods.

Consumer Protection (Fair Trading) Act

The Consumer Protection (Fair Trading) Act 2003 of Singapore ("**CPFTA**") is administered by the Competition and Consumer Commission of Singapore and was enacted to protect consumers against unfair practices and to give consumers additional rights in respect of goods that do not conform to the contract, and for matters connected therewith.

The CPFTA grants consumers additional rights and remedies against sellers for non-conforming goods. The CPFTA will apply to a contract of sale of goods if the buyer deals as consumer, and the goods do not conform to the applicable contract at any time within the period of six (6) months starting from the date on which the goods were delivered to the buyer, and if the contract was made on or after 1 September 2012. Goods do not conform to a contract of sale of goods if there is, in relation to the goods, a breach of (a) an express term of the contract, (b) the

implied condition that the goods will correspond with the description or samples provided by the seller to the buyer, or (c) the implied condition that the goods are of satisfactory quality or fitness for the purpose for which the goods were supplied.

Under the CPFTA, buyers will have a statutory right to demand the repair or replacement of non-conforming goods. The seller will have to repair or replace the non-conforming goods at its own costs, within a reasonable period of time and without causing significant inconvenience to the buyer. If the seller fails to do so or if repair or replacement is impossible or disproportionately costly, buyers may instead require the seller to reduce the price paid for the goods or may reject the goods altogether and obtain a refund.

Consumer Protection (Trade Descriptions and Safety Requirements) Act

The Consumer Protection (Trade Descriptions and Safety Requirements) Act 1975 of Singapore ("**CPTSA**") prohibits the application of a false trade description to any goods and supply of goods which have a false trade description. A false trade description under the CPTSA includes a trade description which is false or likely to mislead in a material respect, whether from anything contained in or omitted from the description.

Under the CPTSA, the Minister for Trade and Industry may by regulations impose requirements for ensuring that, amongst others:

(a) certain goods are marked with or accompanied by any information or instruction relating to the goods;

(b) any description of advertisements of certain goods should contain or refer to any information relating to the goods, or of an indication of the means by which that information may be obtained; and

(c) certain goods are subject to safety requirements relating to composition or contents, design, construction, finish or packing and marked with or accompanied by any information, warning or instruction.

Under the Consumer Protection (Safety Requirements) Regulations 2011 ("**CPSRR**"), no person shall, in the course of any trade or business, supply or advertise any controlled goods after 15 January 2018 unless these goods are registered controlled goods conforming to the safety requirements specified by with the Enterprise Singapore Board for those goods, and such controlled goods have affixed to them a Safety Mark. In the event of non-compliance, the Enterprise Singapore Board is empowered under the CPSRR to require any person to effect a recall of the controlled goods and keep the Enterprise Singapore Board informed of the progress of such

recall and take steps as may be necessary to inform users of the controlled goods of the potential dangers of such goods. A person who fails or neglects to effect a recall of the controlled goods required by the Enterprise Singapore Board shall be guilty of an offense and shall be liable on conviction to a fine not exceeding S$2,000 or to imprisonment for a term not exceeding 12 months or to both.

Employment of Foreign Manpower Act

The employment of foreign workers in Singapore is governed by the Employment of Foreign Manpower Act 1990 of Singapore ("**EFMA**") and regulated by the Ministry of Manpower ("**MOM**").

In Singapore, under Section 5(1) of the EFMA, no person shall employ a foreign employee unless he has obtained in respect of the foreign employee a valid work pass from the MOM, which allows the foreign employee to work for him in Singapore. Any person who fails to comply with or contravenes Section 5(1) of the EFMA shall be guilty of an offense and shall:

(a) be liable on conviction to a fine of not less than S$5,000 and not more than S$30,000 or to imprisonment for a term not exceeding 12 months or to both; and

(b) on a second or subsequent conviction:

  (i) in the case of an individual, be punished with a fine of not less than S$10,000 and not more than S$30,000 and with imprisonment for a term of not less than one month and not more than 12 months; or

  (ii) in any other case, be punished with a fine of not less than S$20,000 and not more than S$60,000.

The availability of foreign workers to various sectors is also regulated by the MOM through the following policy instruments:

(a) approved source countries or regions;

(b) the imposition of security bonds and levies;

(c) dependency ceilings based on the ratio of local to foreign workers; and

(d) work permit conditions.

Before applying for work permits for its foreign workers, a company must first declare its business activity to the MOM using the MOM's online service. After the company declares its business activity, the MOM will assign the company to the most relevant sector. Each sector has sector-specific rules in relation to the employment of foreign workers and the company's sector will determine the number of work permit holders that it can employ. To declare its business activity, the company must have a CPF account, contribute CPF for its local workers for at least 1 month before declaring its business activity, and submit copies of the relevant licenses to the MOM. After a company submits the online application to declare its business activity, the MOM may request for additional information and documents.

Apart from the EFMA, an employer of foreign workers is also subject to, amongst others, the provisions as set out in:

(a) the Employment Act 1968 of Singapore, the requirements of which are set out below; and

(b) the Immigration Act 1959 of Singapore ("**Immigration Act**") and the regulations issued pursuant to the Immigration Act.

Employment Act

The Employment Act 1968 of Singapore, or the Singapore EA, sets out the basic terms and conditions of employment and the rights and responsibilities of employers as well as employees. With effect from 1 April 2019, the Singapore EA extends to all employees, including persons employed in managerial or executive positions, with certain exceptions.

The Singapore EA prescribes certain minimum conditions of service that employers are required to provide to their employees, including (i) minimum days of statutory annual and sick leave; (ii) paid public holidays; (iii) statutory protection against wrongful dismissal; (iv) provision of key employment terms in writing; and (v) statutory maternity leave and childcare leave benefits. In addition, certain statutory protections relating to overtime and hours of work are prescribed under the Singapore EA, but only apply to limited categories of employees, such as an employee (other than a workman) who is not employed in a managerial or executive position and who receives a salary of up to S$2,600 a month ("**relevant employee**"). Section 38(8) of the Singapore EA provides that a relevant employee is not allowed to work for more than 12 hours in any one day except in specified circumstances, such as where the work is essential to the life of the community, defense or security. In addition, section 38(5) of the Singapore EA limits the extent of overtime work that a relevant employee can perform, to 72 hours a month.

Other employment-related benefits which are prescribed by law include (i) contributions to be made by an employer to the Central Provident Fund, under the Central Provident Fund Act 1953 of Singapore in respect of each employee who is a citizen or permanent resident of Singapore; (ii) the provision of statutory maternity, paternity, childcare, adoption, unpaid infant care and shared parental leave benefits (in each case subject to the fulfillment of certain eligibility criteria) under the Child Development Co-savings Act 2001 of Singapore; (iii) statutory protections against dismissal on the grounds of age, and statutory requirements to offer re-employment to an employee who attains the prescribed minimum retirement age, under the Retirement and Re-employment Act 1993 of Singapore; and (iv) statutory requirements relating to work injury compensation, and workplace safety and health, under the Work Injury Compensation Act 2019 of Singapore and the Workplace Safety and Health Act 2006 of Singapore, respectively.

Personal Data Protection Act

The Personal Data Protection Act 2012 of Singapore ("**PDPA**") establishes the baseline regime for the protection of personal data in Singapore. The PDPA applies to all organizations that collect, use, disclose, and/or process personal data. The PDPA is administered and enforced by the Personal Data Protection Commission ("**PDPC**"). In this regard, "personal data" as defined under the PDPA refers to data, whether true or not, about an individual who can be identified from that data or other information to which the organization has or is likely to have access to.

An organization is required to comply with, amongst other things, the data protection obligations prescribed by the PDPA, which may be summarized as follows:

(a) *Consent obligation* — the consent of individuals must be obtained before collecting, using, disclosing and/or processing their personal data, unless an exception applies. Additionally, an organization must allow the withdrawal of consent by an individual which has been given or is deemed to have been given;

(b) *Purpose limitation obligation* — personal data must be collected, used, disclosed, and/or processed only for purposes that a reasonable person would consider appropriate in the circumstances, and if applicable, have been notified to the individual concerned;

(c) *Notification obligation* — individuals must be notified of the purposes for the collection, use, disclosure, and/or processing of their personal data, prior to such collection, use, disclosure, and/or processing;

(d) *Access and correction obligations* — when requested by an individual and unless an exception applies, an organization must: (i) provide that individual with access to his personal data in the possession or under the control of the organization and information

about the ways in which his personal data may have been used or disclosed during the past year, and/or (ii) correct an error or omission in his personal data that is in the possession or under the control of the organization;

(e) *Accuracy obligation* — an organization must make reasonable efforts to ensure that personal data collected by or on its behalf is accurate and complete if such data is likely to be used by the organization to make a decision affecting the individual to whom the personal data relates or if such data is likely to be disclosed to another organization;

(f) *Protection obligation* — an organization must implement reasonable security arrangements to protect personal data in its possession or under its control from (i) unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks, and (ii) the loss of any storage medium or device on which personal data is stored;

(g) *Retention limitation obligation* — an organization must anonymize or must not keep personal data for longer than it is necessary to fulfill; (i) the purposes for which it was collected, or (ii) a legal or business purpose;

(h) *Transfer limitation obligation* — personal data must not be transferred out of Singapore except in accordance with the requirements prescribed under the PDPA. In this regard, an organization must ensure that the recipient of the personal data in that country outside Singapore is bound by legally enforceable obligations to provide the transferred personal data a standard of protection that is at least comparable to the protection under the PDPA;

(i) *Accountability obligation* — an organization must implement the necessary policies and procedures in order to meet its obligations under the PDPA, communicate and inform its staff about these policies and procedures, as well as make information of such policies and procedures available on request. In addition, an organization must develop a process to receive and respond to data-related complaints, and must designate at least one individual as the data protection officer to oversee the organization's compliance with the PDPA;

(j) *Data breach notification obligation* — an organization must notify the PDPC and/or the affected individuals if it has suffered a data breach that meets the notification thresholds prescribed under the PDPA (i.e. the data breach is or is likely to be of significant scale, or has caused or is likely to cause significant harm to the affected individuals). The

organization is expected to expeditiously assess the severity of the breach, and the timeline to notify the PDPC is 3 calendar days of the organization assessing that a notification threshold has been met; and

(k) *Data portability obligation* — the data portability obligation (which is not yet in force as at the date of this circular) grants individuals with an existing direct relationship with an organization the right to request for a copy of their personal data to be transmitted in a commonly used machine-readable format to another organization which has a business presence in Singapore. The exact scope and applicability of this right will be delineated by the relevant regulations and guidelines to be published by the PDPC.

The maximum financial penalty that can be imposed on organizations is S$1 million, or 10% of the organization's annual turnover in Singapore, whichever is higher. The severity of the penalties will be assessed based on, amongst other things, the amount of personal data involved, and the degree of harm caused to individuals.

Health Products Act

The Health Products Act 2007 of Singapore ("**HPA**") regulates the manufacture, import, supply, presentation and advertisement of health products and of active ingredients used in the manufacture of health products and provides for matters connected therewith.

Sale of Cosmetic products

Under the First Schedule of the HPA, a '*cosmetic product'* is defined as any substance or preparation that is intended by its manufacturer to be placed in contact with the various external parts of the human body or with the teeth or the mucous membranes of the oral cavity, with a view exclusively or mainly to: (a) cleaning them; (b) perfuming them; (c) changing their appearance; (d) correcting body odors; (e) protecting them; or (f) keeping them in good condition. A license is not required for the manufacture, import or wholesale of a cosmetic product. There is also no requirement to register a cosmetic product.

Under the Health Products (Cosmetic Products — ASEAN Cosmetic Directive) Regulations 2007 ("**Cosmetics Regulations**"), a person responsible for placing a cosmetic product in the market is required to notify the Health Sciences Authority ("**HSA**") prior to supplying or causing that cosmetic product to be supplied on his behalf in Singapore of his intention to do so. Any person who fails to notify the HSA (or to re-notify the HSA after the expiry of 1 year from the date of most recent notification) prior to supplying or causing a cosmetic product to be supplied on his behalf in Singapore shall be guilty of an offense and shall be liable on conviction to a fine not exceeding S$20,000 or to imprisonment for a term not exceeding 12 months or to both.

The Cosmetics Regulations also set out certain labeling requirements for cosmetic products and requires certain information to appear on the outer packaging of the cosmetic product, immediate container of the cosmetic product, or in a leaflet or display panel accompanying the cosmetic product. It is an offense under the HPA to supply any cosmetic product which contains any statement, trademark, picture or other sign (a) to the effect, whether directly or indirectly, that the supply or use of the cosmetic product is being promoted or endorsed by the HSA; or (b) that is likely to create an erroneous impression regarding the formulation, composition, quality or safety of the cosmetic product. It is also an offense to advertise any cosmetic product or cause any cosmetic product to be advertised (a) with any claim, whether expressly or by implication, that the cosmetic product has a therapeutic benefit or can be used for a therapeutic purpose; or (b) with any claim which is likely to create an erroneous impression regarding the formulation, composition, quality or safety of the cosmetic product.

Sale of health supplements

Health supplements do not currently fall within the ambit of health products under the HPA and the sale of health supplements in Singapore is not subject to any premarket approvals or licensing. Nonetheless, according to the "Health Supplements Guidelines" issued by the HSA, dealers (importers, manufacturers, wholesale dealers) and sellers have an obligation to ensure that their products are not harmful or unsafe and that they conform with the applicable safety and quality standards. They must ensure that (a) such products do not contain prohibited ingredients; (b) their product claims are consistent with its use to supplement a diet and to maintain, enhance and improve the healthy functions of the human body and do not purport to treat or prevent any specific medicinal purpose; and (c) their product labels are prominently displayed on the product, with adequate and truthful information on the product to enable consumers to make informed decisions and use the product correctly.

Sale of Food Act

The Sale of Food Act 1973 of Singapore ("**SFA**") seeks to regulate food to ensure that food for sale is safe and suitable for human consumption and to promote public health, for ensuring the provision of information relating to food to enable consumers to make informed choices and for preventing misleading conduct in connection with the sale of food. The administration and enforcement of the SFA falls under the purview of the Singapore Food Agency. Under the SFA, it is an offense to, *inter alia*, sell any food which is unsafe or unsuitable.

Under the regulations enacted pursuant to the SFA ("**Food Regulations**"), it is an offense to import, sell, consign or deliver any prepacked food with an expired date mark. Further, no person shall import, advertise, manufacture, sell, consign or deliver any prepacked food if the package of prepacked food does not bear a label containing all the particulars required by the Food Regulations.

Singapore Code of Advertising Practice

The Singapore Code of Advertising Practice ("**SCAP**") are guidelines issued by the Advertising Standards Authority of Singapore to regulate commercial advertising and seeks to promote a high standard of ethics in advertising through industry self-regulation. The basic premise of the SCAP is that all advertisements should be legal, decent, honest and truthful. In respect of cosmetic products, the SCAP provides, *inter alia*, that claims that a product contains ingredients with special properties should be supported by acceptable evidence that the ingredients are beneficial for the purpose referred to. Claims that a cosmetic product has a particular physiological effect should also be backed by evidence specifically directed at establishing this within the context of established scientific knowledge.

LAWS AND REGULATIONS IN RELATION TO OUR BUSINESS IN INDONESIA

The regulatory overview provided below is limited to the core business of our Company and its subsidiaries, which includes the business activities of e-commerce, specifically in (i) retail trade business of various types of mixed goods and (ii) consultation computer programming activities. Aside from the specific regulations on the core business of the Company and its subsidiaries, there also are various laws and regulations in the industry and trade sectors applicable to the core business of our Company and its subsidiaries.

General Overview

In general, e-commerce activities in Indonesia are primarily subject to the regulations issued by the Ministry of Communications and Information Technology ("**MOCIT**"), whilst trade distribution activities are subject to regulations issued by the Ministry of Trade ("**MOT**"), while specifically for cosmetics products are subject to the regulations and policies issued by the Food Drug Supervisory Agency ("**FDSA**").

Trading Activities

Operational Licenses for Trading

Upon the enactment of Government Regulation No. 5 of 2021 on the Organization of Risk-Based Business Licensing ("**GR No. 5/2021**"), operational licenses that need to be obtained by business actors depend on the categorization within the risk-based business framework. Furthermore, MOT Regulation No. 26 of 2021 as lastly amended by MOT Regulation No. 21 of 2023 on the Amendment to MOT Regulation No. 26 of 2021 on Establishment of Business Activity and Product Standards in the Implementation of Risk-Based Business Licensing in the Trade Sector ("**MOT Regulation 26/2021**") has also implemented risk-based business licensing for trading sector activity.

Previously, a company engaged in trading business activities in Indonesia must obtain a Trading Business License (*Surat Izin Usaha Perdagangan* or "**SIUP**") issued by the MOT or regent/mayor pursuant to their respective authorities. However, under the current regulation, SIUP is only required for a certain high-risk business activities in the trading sector (e.g. direct selling activities). Meanwhile, as mentioned in the "Foreign Direct Investment" section below, any lower risk business activity is only required to obtain the general licenses, which are Business Identification Number (*Nomor Induk Berusaha* or "**NIB**") and/or Standard Certificate.

E-Commerce

Trading through electronic system (also known as e-commerce) is defined as any transaction that is carried out through a series of electronic devices and procedures, which is regulated by (i) Government Regulation No. 80 of 2019 on Trading Through Electronic Systems ("**E-Commerce Regulation**"); and (ii) MOT Regulation No. 31 of 2023 on Business Licensing, Advertising, Development, and Supervision of Business Actors in Trading Through Electronic Systems ("**MOT Regulation 31/2023**").

The E-Commerce Regulation and MOT Regulation 31/2023 govern the restrictions and requirements for e-commerce business actors (both domestic and foreign). Currently, e-commerce business actors are divided into the following categories: (i) e-commerce platform operators (*Penyelenggara Perdagangan Melalui Sistem Elektronik*), (ii) merchants, and (iii) intermediary service providers. Further, the E-Commerce Regulation also regulate, among others, electronic

contracts, online advertisements, quality standards for products and/or services, and personal data protection in the e-commerce sector. For instance, E-Commerce Regulation stipulates certain obligations to be fulfilled by e-commerce business actors, including:

(a) compliance with the general requirement in the risk-based business licensing (e.g. obtain registration of electronic system provider certificate, as elaborated in the "PDP Law and MOCIT Regulation" section below);

(b) provide and retain the valid proof of e-commerce transaction;

(c) prohibition to display electronic advertisements that are contrary to the provisions of laws and regulations on its electronic facilities; and

(d) prioritize domestic products in terms of trading and promoting activities.

Non-compliance with the provisions under the E-Commerce Regulation and MOT Regulation 31/2023 may subject the relevant company to various administrative sanctions in the form of written reprimand, enlistment in the supervision list, blacklisting, temporary suspension of services, and/or revocation of business license.

PDP Law and MOCIT Regulation

Personal Data Protection

The operation of online commerce businesses often involves the processing (e.g., collection, use, storage and disclosure) of personal data of the customers, employees, and/or other third parties. This activity falls under the purview of Law No. 27 of 2022 on Personal Data Protection ("**PDP Law**"), Indonesia's primary data protection legislation.

The PDP Law defines personal data as data regarding individuals who are identified or can be identified separately or in combination with other information, either directly or indirectly through an electronic or non-electronic system. It also establishes the obligations and prohibitions for personal data controllers and personal data processors, including the obligation to only process personal data with the appropriate lawful basis, provide information on the processing activity to the data subjects, and implement technical and organizational measures to ensure the security of the processing activity.

Non-compliance with the provisions of the PDP Law may subject the relevant company to various administrative sanctions, in the form of written reprimand, temporary suspension of personal data processing activities, erasure or removal of personal data, and/or an administrative fine of up to 2% of the annual revenue or sales.

Electronic Information and Transactions

The operation of electronic platforms and implementation of electronic transactions must adhere to Law No. 8 of 11 of 2008 on Electronic Information and Transaction (as amended) and its implementing regulations, which include the Government Regulation No. 71 of 2019 on the Organisation of Electronic Systems and Transactions and Ministry of Communication and Information Technology ("**MOCIT**") Regulation No. 5 of 2020 of Electronic System Provider (as amended) ("**Electronic Platform Regulations**").

The Electronic Platform Regulations outline the requirements for electronic platforms, including the requirement to have the platforms registered to the MOCIT, certain operational aspects of the electronic platform such as requirements on content moderation, security of the platform, and data privacy (which has since been superseded by the PDP Law). The Electronic Platform Regulations also govern certain criminal offenses conducted on an electronic platform, such as defamation and hate speech.

Non-compliance with the provisions under the Electronic Platform Regulations may subject the relevant Company to various administrative sanctions, in the form of written reprimand, administrative fine, temporary suspension of electronic platform, termination of access to the electronic platform, and/or exclusion of the electronic platform operator from the MOCIT's registered platforms list.

Foreign Direct Investment

The Law No. 25 of 2007 on Capital Investment as lastly amended by Law No. 6 of 2023 on the Enactment of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation into Law ("**Investment Law**") principally regulates direct investments in Indonesia, in the form of foreign capital investments (*Penanaman Modal Asing* or "**PMA**") and domestic capital investment (*Penanaman Modal Dalam Negeri* or "**PMDN**"). In Indonesia, a foreign investor has to undertake its investment through an Indonesian legal entity in the form a foreign investment limited liability company ("**PMA company**").

The Investment Law provides that all types of businesses are open for investment without restriction, except certain sectors which are fully closed to investment or allowed under certain conditions and for certain sectors which can only be carried out by the central Indonesian

Government. Currently, these prohibited and restricted business activities are listed in the Presidential Regulation No. 10 of 2021 on the Investment Business Fields as lastly amended by Presidential Regulation No. 49 of 2021 on the Amendment of Presidential Regulation No.10 of 2021 on the Investment Business Fields ("**Presidential Regulation No. 10/2021**"). The types of business which are open for investment are partly or conditionally open based on a system of permitted ownership limits, reserved sectors and licensing requirements. Significantly, the Presidential Regulation No. 10/2021 provides that any sector not stated to be closed or partly closed will be fully open for investment without restriction. The list of business sectors on the Presidential Regulation No. 10/2021 is based on the comprehensive classification of sectors set out in the Head of Central Statistic Bureau Regulation No. 2 of 2020 on the Indonesian Business Sector Classification (*Klasifikasi Baku Lapangan Usaha Indonesia*) drawn up by the Central Statistics Bureau.

To encourage capital investment, the Indonesian Government provides several incentives to PMA and/or PMDN companies such as relief or reduction of tax and customs and convenience in obtaining immigration and import services and/or permits. Another important feature of the Investment Law is the Indonesian Government's guarantee that it will not nationalize a PMA company, except where declared by law. In the event that the Indonesian Government nationalizes any PMA company, it must pay compensation as determined by the market price of the investment. This guarantee is accompanied by an assurance that the foreign investor will have the right to transfer and repatriate in foreign currency, profit, bank interest, dividends and other means of income.

Under Government Regulation No. 5 of 2021 on the Organization of Risk-Based Business Licensing ("**GR No. 5/2021**"), prior to commencing its business, a company must obtain NIB through the OSS portal, a regulatory portal that integrates the process of applying for multiple regulatory permission in one place. The NIB is used by companies to obtain business, commercial and operating licenses, and grants customs access (*akses kepabeanan*). Under the OSS system, business, commercial or operating licenses take effect only after the holder has fulfilled all commitments and obligations imposed as a condition for the issuance of such licenses. Fulfillment of such conditions will then be recorded in the OSS system, so that relevant government agencies are aware of the holder's compliance. GR No. 5/2021 also divides business sectors into categories based on their risks level. The categories set out by GR No. 5/2021 are as follows:

(a) low risk level;

(b) medium risk level, which is divided into two categories:

  (i) medium-low risk level;

(ii) medium-high risk level;

(c) high risk level,

The above risk level will be determined based on the potential impact of the business activity on health, safety, environment, and natural resources utilization, as well as other hazard factors. Under GR No. 5/2021, business sectors which are categorized as having low risks level will only require NIB to legally conduct their business activities. Business sectors which are categorized as having medium-low risks level need to obtain NIB and Standard Certificates to legally conduct their business activities. Business sectors which are categorized as having medium-high risks level need to obtain NIB and Verified Standard Certificates to legally conduct their business activities. Business sectors which are categorized as having high risks level need NIB and Licenses to legally conduct their business activities.

Further, the Investment Coordinating Board (*Badan Koordinasi Penanaman Modal or "***BKPM***"*) provides a set of important rules on investment licensing and other procedures, covering both PMDN companies and PMA companies. These rules are set out by virtue of Regulation of the Chairman of BKPM No. 4 of 2021 on the Guidelines and Procedures for Risk-Based Business Licensing Services and Investment Facilities and Regulation of the Chairman of BKPM No. 5 of 2021 on Guidelines and Procedures for the Supervision of Risk-Based Business Licensing which provides, amongst others, that business actors are required to submit Investment Activity Report (*Laporan Kegiatan Penanaman Modal* or "**LKPM**") for each business sector and/or location via the OSS system. LKPM submissions should encompass data on business licensing, including any changes that are made to any data listed within the OSS system in accordance with the current period. For instance, business entity that is categorized as a medium and large scale business actors is obliged to submit the LKPM every 3 months to the BKPM, while small-scale business actors are obliged to submit the LKPM every 6 months during a single reporting year.

Labor

Labor or employment in Indonesia is primarily regulated by Law No. 21 of 2000 on Labour Union ("**Labour Union Law**") and Law No. 13 of 2003 on Employment ("**Indonesian Labour Law**") as amended by Law No. 6 of 2023 on the Enactment of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation into Law ("**Job Creation Law**"). Under the Indonesian Labour Law, an employee is any person working for a salary or other form of remuneration. On the other hand, an employer is any individual, entrepreneur, legal entity or other body employing manpower by paying a salary or other form of remuneration. The Indonesian Labour Law stipulates that a business entity as an employer is obliged to pay wages to employee in accordance with the agreement between the employer and employee. In this case, wage arrangements determined by

agreement between employers and employees may not be lower than the wage provisions stipulated in laws and regulations. In this case, pursuant to Government Regulation No. 36 of 2021 on Wages as lastly amended by Government Regulation No. 51 of 2023 on the Amendment to Regulation No. 36 of 2021 on Wages ("**GR No. 36 of 2021**"), the minimum wage comprises the provincial minimum wage (*upah minimum provinsi)* and the regency/city minimum wage (*upah minimum kabupaten/kota*) with certain requirements (e.g. in relation to economic growth or inflation within the relevant regency/city). Related to termination of employment, the employer is obliged to pay severance pay and/or long service pay and reimbursement of rights that should be received by the employee.

The reimbursement of rights that should be received includes (i) annual leave that has not been taken and has not been canceled; (ii) the cost or return fare for the employee and his/her family to the place where the employee is accepted to work; and (iii) other matters stipulated in the work agreement, company regulation, or collective labor agreement.

The Indonesian Labour Law provides, that employees of a company with more than ten employees may form a labor union. Such labor union must be registered with the Ministry of Manpower ("**MOM**"). A registered labor union is entitled to (i) make a collective labor agreement, (ii) represent employees in solving industrial relations disputes, (iii) represent employees in various employment activities, and (iv) carry out activities that can improve employees' welfare.

The Indonesian Labour Law provides that any employer that employs ten or more employees is required to maintain a company regulation which will come into force once registered with the MOM (or its regional offices). The company regulation contains, among others, the rights and obligations of the employer and the employee, term of works, and rules of the company. A company regulation is valid for two years as from the date it is registered with the MOM and must be renewed once expired. Failure to maintain a valid company regulation is subject to monetary sanctions ranging from IDR.5.0 million up to IDR.50.0 million.

Further Indonesian Labour Law stipulates that an employer must provide protection covering health and safety at work for its employees, specifically such employer must participate in the Government's social security program. The Government's employment and social security department consists of the Manpower Social Security Administrator (*Badan Penyelenggara Jaminan Sosial Ketenagakerjaan* — "**Manpower BPJS**") and the Health Social Security Administrator (*Badan Penyelenggara Jaminan Kesehatan* — "**Health BPJS**"). The amount contributed to Manpower BPJS and Health BPJS are to cover the employee for general healthcare and in case of occupational accident, death and for an old age pension is calculated by reference to the amount an employee actually receives. Further, the Indonesian Labour Law also stipulates that every company must apply a management system for health and safety at work as further regulated

under Government Regulation No. 50 of 2012 on The Implementation of Management System for Health and Safety at Work. Failure to implement the management system for health and safety at work may result in administrative sanctions as set out under Indonesian Labour Law, in any form of warning up to revocation of license.

Distribution of Cosmetics Regulation

Cosmetic Notification

Pursuant to the cosmetics notification regulations, namely MOH Regulation No. 1176/MENKES/PER/VIII/2010 dated 20 August 2010 on Cosmetic Notification ("**MOH Regulation 1176/2010**") and FDSA Regulation No. 21 of 2022 on Procedures for The Submission of Cosmetics Notification ("**FDSA Regulation 21/2022**"), any cosmetic product may only be distributed upon obtaining a Distribution License (*Izin Edar*) issued by OSS in the form of a notification prior to its distribution within Indonesia.

The notification has a validity period of three years and will be void if: (i) the Production License, Industrial Business License, or Importer's Identification Number (*Angka Pengenal Importir/API*) becomes invalid; (ii) based on evaluation, the distributed cosmetic has not fulfilled necessary technical requirements; (iii) requested by the applicant; (iv) the cooperation agreement between the applicant and the licensor company and/or the appointment of an agent by the principal has ended; (v) the distributed cosmetic is not in accordance with the notification request; or (vi) the applicant of notification does not produce, import, or distribute the cosmetic product within 6 (six) months after the notification approval.

LAWS AND REGULATIONS IN RELATION TO OUR BUSINESS IN MALAYSIA

Local Government Act 1976 ("LGA")

Local authorities are established under the LGA and the respective state ordinances and by-laws. Each local authority is a separate legal entity from the federal or state government or other local authorities. They are responsible for the local affairs based on the powers set by the federal or state government. The LGA empowers every local authority to grant any license or permit for any trade, occupation or premises and such license shall be subject to such conditions and restrictions as the local authority may prescribe and shall be revocable by the local authority at any time without assigning any reason therefor. The LGA states that a license shall be valid for a period not exceeding three (3) years.

Licensing of Trades, Businesses and Industries (Petaling Jaya City Council) By-Laws 2007 ("Petaling Jaya By-Laws")

The LGA governs the Petaling Jaya By-Laws. The Petaling Jaya By-Laws regulate the licensing in relation to trading of businesses and industrial matters carried out in Petaling Jaya.

The Petaling Jaya By-Laws states that no person shall operate any activity of trade, business and industry or use any place or premise in the local area of Petaling Jaya Council for any activity of trade, business and industry without a license issued by Petaling Jaya City Council.

The Petaling Jaya By-Laws further states that any person who contravenes any provisions of the Petaling Jaya By-Laws commits an offense and shall, on conviction be liable to a fine not exceeding RM2,000 or imprisonment for a term not exceeding one (1) year or to both and in the case of a continuing offense to a fine not exceeding RM200 for each day during which such offense is continued after conviction.

Guidelines on Foreign Participation in Distributive Trade Services in Malaysia ("Guidelines")

The Guidelines issued by the Ministry of Domestic Trade and Costs of Living ("**Ministry**") provides that all foreign business operators engaged in distributive trade services in Malaysia are encouraged and recommended to obtain approval from the Ministry prior to commencing operation.

The Guidelines further (a) defines distributive trade as trade which comprises all linkage activities that channel goods and services from the supply chains to intermediaries for the purpose of resale or to the final buyers and the linkages may include real physical processes or electronic transactions; and (b) provides that the distributive traders include wholesalers, retailers, franchise practitioners, direct sellers, suppliers who channel their goods in the domestic market, online businesses and commission agents or other representatives including those of international trading companies.

The Guidelines are not created pursuant to any act of Parliament or any subsidiary legislation and does not have force of law. Further, the Guidelines do not impose any penalties for non-compliance. However, consequences of non-compliance with the Guidelines can come in the form of administrative sanctions.

Sale of Drugs Act 1952 ("SDA") and Control of Drugs and Cosmetics Regulations 1984 ("CDCR")

The SDA governs matters in relation to the sale of drugs in Malaysia. Under the provisions of the SDA, the SDA may be extended by regulations made under the SDA to apply to amongst others, cosmetics.

The CDCR is a regulation created under the powers of the SDA and states that no person shall manufacture, sell, supply, import, possess or administer any cosmetic unless, amongst others (a) the cosmetic is a cosmetic as specified in the notification note issued by the Director of Pharmaceutical Services ("**notified cosmetic**"), or (b) he is the person responsible for placing the notified cosmetic in the market or a person authorized in accordance with the notification note which is issued by the Director of Pharmaceutical Services. Paragraph (b) however does not apply to the administration, possession, and sale or supply of any notified cosmetic.

The CDCR provides that any person who contravenes the provisions mentioned above commits an offense. The SDA further provides that any body corporate who commits an offense against the SDA or the CDCR shall be liable on conviction to a fine not exceeding RM50,000, and for a second or subsequent offense it shall be liable on conviction to a fine not exceeding RM100,000.

Customs Act 1967 ("CA")

The customs related matters in Malaysia are governed under the CA. The CA regulates amongst others the time and place of landing goods inwardly, whether by way of sea, air, rail or road where the Minister may, by order prohibit the importation into Malaysia or any part thereof, either absolutely or conditionally, or from or to any specified country, territory or place outside Malaysia. Under the CA, the Minister of Finance may, from time to time, by order published in the *Gazette,* fix the customs duties to be levied on any goods imported into Malaysia and to be paid by the importer.

The CA provides inter alia that any person concerned in importing uncustomed goods or any prohibited goods contrary to such prohibition shall be guilty of an offense and shall, on conviction:

(a) in the case of prohibited goods appearing in an order by the Minister (i) be liable for the first offense to a fine of not less than 10 times the amount of the customs duty or RM50,000, whichever is the greater amount, and of not more than 20 times the amount of the customs duty or RM500,000, whichever is the greater amount, or to imprisonment for a term not exceeding 5 years or to both; and (ii) be liable for a second offense or

any subsequent offense to a fine of not less than 20 times the amount of the customs duty or RM100,000, whichever is the greater amount, and of not more than 40 times the amount of the customs duty or RM1,000,000, whichever is the greater amount, or to imprisonment for a term not exceeding 7 years or to both, provided that where the amount of the customs duty cannot be ascertained, the penalty may amount to a fine not exceeding RM500,000 or to imprisonment for a term not exceeding 5 years or to both; and

(b) in the case of uncustomed goods, such goods not being dutiable or prohibited, be liable to a fine not exceeding twice the value of the goods or RM10,000 whichever is the greater amount, provided that where the value cannot be ascertained the penalty may amount to a fine not exceeding RM10,000.

Personal Data Protection Act 2010

The Personal Data Protection Act 2010 ("**Malaysian PDPA**") regulates the processing of personal data in the course of commercial transactions in Malaysia and is enforced by the Personal Data Protection Commissioner. The Malaysian PDPA sets out seven (7) key data protection principles which must be adhered to by data users (being a person who either alone or jointly or in common with other persons processes any personal data or has control over or authorizes the processing of any personal data, but does not include a processor) in Malaysia when processing personal data. The seven (7) key data protection principles are summarized as follows:

(a) *The general principle* — The general principle prohibits a data controller from processing a data subject's personal data without his consent unless such processing is necessary under the Malaysian PDPA.

(b) *The notice and choice principle* — The Malaysian PDPA requires a data controller to inform a data subject by written notice as soon as practicable, in both the national and English languages of the matters more specifically stated under the Malaysian PDPA.

(c) *The disclosure principle* — Subject to exceptions under the Malaysian PDPA, the disclosure principle prohibits the disclosure of personal data without the data subject's consent for (i) any purpose other than that for which the data was to be disclosed at the time of collection or a purpose directly related to it, or (ii) to any party other than a third party notified to the data controller.

(d) *The security principle* — The Malaysian PDPA imposes obligations on the data user to take steps to protect the personal data during its processing from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

Additionally, following the amendments introduced by the Personal Data Protection Amendment Bill 2024 (the "**Amendment Bill**"), all data processors engaged to process personal data on behalf of data controllers will also be required to comply with the security principle when processing personal data. This requirement will only come into force at a later date, once the Amendment Bill is gazetted.

(e) *The retention principle* — Personal data shall not be retained longer than is necessary for the fulfillment of the purpose for which it was processed. Once the purpose has been fulfilled, it is the duty of a data controller to take reasonable steps to ensure that the personal data is destroyed or permanently deleted.

(f) *The data integrity principle* — It is the responsibility of a data controller to take reasonable steps to ensure that the personal data is accurate, complete, not misleading and kept-up-to-date, having regard to the purpose (and any directly related purpose) for which it was collected and processed.

(g) *The access principle* — A data subject is given the right to access his personal data and to correct that personal data which is inaccurate, incomplete, misleading or not up-to-date, except where compliance with a request to such access or correction can be refused under the Malaysian PDPA.

Apart from the above, pursuant to the Amendment Bill, data controllers will also be required to comply with additional requirements, such as the mandatory data breach notification requirement, the appointment of a data privacy officer ("**DPO**"), and the introduction of the data portability right for data subjects. The Amendment Bill has been passed by the upper house and the lower house of the Malaysian Parliament on July 16, 2024 and July 31, 2024, respectively, and is currently pending royal assent and gazettement before the Amendment Bill come into effect.

Currently, non-compliance by a data controller of any of the above principles constitutes an offense under the Malaysian PDPA and the data controller may be liable to a fine not exceeding RM300,000 or imprisonment for a term not exceeding two (2) years or both. Non-compliance with other provisions of the Malaysian PDPA may also lead to financial penalties, imprisonment terms or both. The Malaysian Personal Data Protection Commissioner also has broad powers to order the data user to comply with the provisions of the Malaysian PDPA. Once the Amendment Bill is gazetted and comes into force, the maximum penalty for any non-compliance with the PDPA will be increased to RM1,000,000 or imprisonment for a term not exceeding three (3) years, or both.

Employment Act 1955 ("EA")

The EA governs matters of employment in Peninsular Malaysia and Labuan and regulates all labor relations including contracts of service, payment of wages, employment of women, rest days, hours of work, flexible working arrangements, discrimination in employment, termination, lay-off and retirement benefits and keeping of registers of employees.

The scope of employees covered under the EA covers any person who has entered into a contract of service and any person, irrespective of his wage, who is engaged in manual labor or in the operation and maintenance of any mechanically propelled vehicle operated for the transport of passengers or goods or for reward or for commercial purposes, or who supervises or oversees other employees engaged in manual labor employed by the same employer in and throughout the performance of their work, or who is engaged in any capacity in a vessel registered in Malaysia, or who is engaged as a domestic employee. Certain provisions in the EA with respect to payment for work on rest days and holidays, overtime pay, and termination, lay-off and retirement benefits are however not applicable to persons whose wages exceed RM4,000 a month.

Section 99A of the EA provides that any person who commits any offense under, or contravenes any provision of the EA, or any regulations, order, or other subsidiary legislation whatsoever made thereunder, in respect of which no penalty is provided, shall be liable, on conviction, to a fine not exceeding RM50,000.

Employees Provident Fund Act 1991 ("EPF Act")

The EPF Act applies through Malaysia. The EPF Act regulates and requires employees and their employers to contribute towards their retirement savings, and allows workers to withdraw these savings at retirement or for specified purposes before then. Pursuant to Section 43(1) of the EPF Act, every employee and every employer of a person who is an employee within the meaning of the EPF Act shall be liable to pay monthly contributions on the amount of wages at the rate respectively set out in the Third Schedule of the EPF Act.

Section 43(2) of the EPF Act states that any employer who fails to contribute to the EPF Board any contributions for which he is liable to pay under the EPF Act in respect of or on behalf of each of his employee shall be guilty of an offense and shall, on conviction, be liable to imprisonment for a term not exceeding three (3) years or to a fine not exceeding RM10,000 or both.

Employment Insurance System Act 2017 ("EIS Act")

The EIS Act regulates and requires an employee as defined under the EIS Act and their employers to make mandatory monthly contributions to the Employee Insurance Scheme ("**EIS**"). The EIS seeks to provide temporary financial assistance and job search assistance to employees who are retrenched or have had some form of loss of income.

Section 16(1) of the EIS Act provides that all employees in industries to which the EIS Act applies, shall be registered and insured in the manner provided by the EIS Act. Any person who contravenes section 16(1) of the EIS Act commits an offense and shall, on conviction, be liable to a fine not exceeding RM10,000 or to imprisonment for a term not exceeding two (2) years or to both.

Pursuant to Section 18 of the EIS Act, the contributions payable under the EIS Act in respect of an employee shall comprise contribution payable by the employer and contribution payable by the employee and shall be paid to the Social Security Organisation. The contributions of the various categories shall be paid at the specified rates under the EIS Act based on the amount of the monthly wages of the employee insured under the EIS Act. Regulation 9(3) of the Employment Insurance System (Registration and Contribution) Regulations 2017 states that any employer who fails to contribute to the EIS any contributions which he is liable under the EIS Act to pay in respect of or on behalf of any employee within the 15th day of the month immediately following the month in respect of which such contribution becomes due shall be liable to a fine not exceeding RM10,000 or to imprisonment for a term not exceeding two (2) years or to both.

Employees' Social Security Act 1969 ("ESSA 1969")

The ESSA 1969, which applies throughout Malaysia provides free medical treatment, facility for physical or vocational rehabilitation and financial assistance to employees if they have lost their abilities due to accidents or disease that have reduced their abilities to work or rendered them incapacitated.

Pursuant to Section 5(1) of the ESSA 1969, all employees in industries to which the ESSA 1969 applies, irrespective of the amount of wages, shall be insured in the manner provided by the ESSA 1969.

Pursuant to Section 6 of the ESSA 1969, both employees and employers are required to make compulsory monthly contributions to the Social Security Organisation.

Section 94 of the ESSA 1969 provides that if any person, among others, fails to pay any contribution or any part thereof which is payable by him under the ESSA 1969 or fails to pay within the time prescribed by regulations any interest payable, or is guilty of any contravention of or non-compliance with any of the requirements of the ESSA 1969 or the rules or the regulations in respect of which no special penalty is provided, he shall be punishable with imprisonment for a term which may extend to two (2) years, or with fine not exceeding RM10,000, or with both.

Pembangunan Sumber Manusia Berhad Act 2001 ("PSMB Act")

The PSMB Act, which translates into *Human Resources Development Corporation Act 2001*, has the main objective of imposing and collecting human resources development levy for the purpose of promoting the training and development of employees, apprentices and trainees and the establishment and administration of the Human Resources Development Fund.

Under the PSMB Act, employers to whom the PSMB Act applies shall register with the Pembangunan Sumber Manusia Berhad within such time and in such manner as may be prescribed. Any employer who fails to do so commits an offense and shall on conviction be liable to a fine not exceeding RM10,000 or to imprisonment not exceeding one (1) year or both.

Further, the employer shall pay a human resources development levy in respect of each of his employees at the rate of 1% of the monthly wages of the employee. Any employer who fails to pay any levy due within such period as may be prescribed commits an offense and shall on conviction be liable to a fine not exceeding RM20,000 or to imprisonment for a term not exceeding two (2) years or to both.

Sales Tax Act 2018 ("Sales Tax Act")

The Sales Tax Act regulates the sales tax chargeable and levied on all taxable goods:

(a) manufactured in Malaysia by a registered manufacturer and sold, used or disposed of by him; or

(b) imported into Malaysia by any person.

The various rates of sales tax to be charged and levied under the Sales Tax Act is fixed by the Minister of Finance and is an ad valorem tax.

Service Tax Act 2018 ("Service Tax Act")

The Service Tax Act regulates the service tax chargeable and levied on any taxable services provided in Malaysia by a registered person in carrying on its business or any imported taxable service. The rate of service tax to be charged and levied on a taxable service other than relating to credit card or charge card services is presently 8.0% under the Service Tax (Rate of Tax) (Amendment) Order 2024. Any person who provides taxable services is liable to be registered under the Service Tax Act if the total value of his taxable services for a period of twelve (12) months exceeds or will exceed the prescribed value of taxable services under the Service Tax Act.

Corporate Income Tax

The Income Tax Act 1967 of Malaysia provides that a company is considered to be a tax resident in Malaysia if the management and control of its business or affairs are exercised in Malaysia. Generally, a resident company is subject to pay income tax on income accruing in or derived from Malaysia. The income tax rate payable by a resident company differs depending on the amount of its (and its related companies') paid-up ordinary share capital at the beginning of the basis period for the year of assessment. For the year of the assessment 2024, the income tax rate payable by a resident company is as follows:

(a) company with paid-up capital of more than RM2.5 million: 24%.

(b) company with paid-up capital of RM2.5 million or less and with gross income of not more than RM50 million are taxed at the following rates:

    (i) 15% for every ringgit of the first RM150,000 of chargeable income;

    (ii) 17% for every ringgit exceeding RM150,000 to RM600,000 of chargeable income;

    (iii) 24% for every ringgit exceeding RM600,000 of chargeable income.

This excludes a company which is part of a group of companies where any of their related companies have a paid-up capital of more than RM2.5 million and, no more than 20% of its paid-up capital is owned (directly or indirectly) by companies incorporated outside Malaysia or non-Malaysian citizens.

Financial Services Act 2013 ("FSA")

There are foreign exchange control policies in Malaysia that serve to monitor capital inflows and outflows into and out of the country. The relevant legislation governing foreign exchange controls in Malaysia is the FSA, which is administered by the Controller of Foreign Exchange under the Central Bank of Malaysia, Bank Negara Malaysia ("**Controller**"). The Controller has, pursuant to the FSA, issued foreign exchange policy notices ("**FEP Notices**") which is applicable to both residents and non-residents of Malaysia.

The FEP Notices set out:

(a) approvals of the Controller for transactions which are otherwise prohibited under the FSA;

(b) requirements, restrictions, and conditions of the approvals; and

(c) directions of the Controller.

Pursuant to Part E of Notice 4 (Payment and Receipt) of the FEP Notices, a non-resident is allowed to repatriate funds from Malaysia, including any income earned or proceeds from divestment of Ringgit Asset (as defined in the FEP Notices), provided that the repatriation is made in foreign currency and the conversion of Ringgit Malaysia into foreign currency is undertaken in accordance with Part B of Notice 1 (Dealings in Currency, Gold and Other Precious Metals) of the FEP Notices.

Any person who is not in compliance with any requirement, restriction or condition imposed in granting of the approval by the Controller in relation to any transaction set out under the FEP Notices commits an offense under Section 214(9) of the FSA and shall, on conviction, be liable to imprisonment for a term not exceeding ten (10) years or to a fine not exceeding RM50,000,000 or to both.

LAWS AND REGULATIONS IN RELATION TO OUR BUSINESS IN PHILIPPINES

Key Government Regulations in the Philippines

A summary of the key government regulations in the Philippines that are applicable to our business is as follows:

Retail Trade Liberalization Act

The Retail Trade Liberalization Act of 2000 (as amended by Republic Act No. 11595) ("**RTLA**") allows for foreign participation in the Philippine retail sector. Previously, foreign equity participation in retail enterprises was subject to high minimum capitalization requirements. Under the recent amendments, foreign-owned corporations are allowed to engage in retail trade upon registration as a foreign retailer with the Securities and Exchange Commission ("**SEC**") and compliance with both the reciprocity requirement (i.e., foreign retailer's country of origin does not prohibit entry of Filipino retailers) and the reduced minimum paid-up capital requirement of PHP25,000,000.00. We were able to secure SEC's approval for Synagie, Inc. to engage in retail activities through the Certificate of Filing of Amended Articles of Incorporation dated 24 May 2024 which indicated the following amendments to the articles of incorporation: (a) the addition of "retail" in the primary purpose, and (b) the increase of authorized capital stock to PHP25,000,000.00.

The implementing rules and regulations of the RTLA provide for the following compliance requirements for registered foreign retailers:

(a) maintenance in the Philippines, at all times, of a paid-up capital of PHP25,000,000.00; and

(b) for registered foreign retailers with more than one physical store (in the case of online retailing, the warehouse used for storage of goods is deemed a store), there is a minimum investment per store requirement of PHP10,000,000.00.

The paid-up capital can be used to comply with the investment requirement per store.

As an attachment to the annual audited financial statements, corporations registered as foreign retailers are required to have a responsible officer submit a certification to SEC yearly on the following:

(a) maintenance and actual use of the paid-up capital requirement;

(b) number and location of stores, investment per store, and the status of operation of each store;

(c) stock inventory of locally manufactured products, if applicable; and

(d) such other reports as may be prescribed by the SEC.

Internet Transactions Act

The Internet Transactions Act of 2023 ("**ITA**"), which is administered by the Department of Trade and Industry ("**DTI**"), is a new legislation regulating electronic commerce ("**e-commerce**") in the Philippines and covers all business-to-business (B2B) and business-to-consumer (B2C) sales or leases of digital or non-digital goods and services over the internet. Under the ITA, e-retailers and online merchants are obligated, among other things, to issue paper or electronic invoices or receipts for all sales and have in place accessible and efficient redress mechanisms for consumer complaints. The primary responsibility for indemnifying online consumers in civil actions or administrative complaints arising from the internet transaction rests with the e-retailer or online merchant.

National Internal Revenue Code

The National Internal Revenue Code of 1997 ("**NIRC**"), as amended, serves as the primary legislation with respect to tax administration and enforcement in the Philippines including the imposition, assessment, and collection of national internal revenue taxes which consist of the following taxes, fees, and charges:

(a) income tax;

(b) estate and donor's taxes;

(c) value-added tax ("**VAT**");

(d) other percentage taxes;

(e) excise taxes;

(f) documentary stamp taxes; and

(g) such other taxes as that the Bureau of Internal Revenue ("**BIR**") may impose or collect in the future.

In general, domestic corporations are subject to a 25% income tax rate on the taxable income during the taxable year derived from all sources within and outside the Philippines. The sale of goods and services is generally subject to 12% VAT. Thus, the sale of cosmetics, perfumes, nutritional supplements, medical devices, and other food products by Synagie Philippines, whether wholesale or retail, is subject to 12% VAT on the gross selling price or gross value of the goods

sold. Moreover, Synagie Philippines' rendition of fulfillment and support services to its clients (such as management of clients' e-commerce platform accounts) is likewise subject to 12% VAT based on gross receipts.

Under the NIRC, the Secretary of Finance, upon recommendation by the Commissioner of the BIR, has the authority to promulgate rules and regulations for the law's enforcement. In line with this, *Revenue Regulations No. 16-2023* was issued which required electronic marketplace ("**e-marketplace**") operators and digital financial services providers to withhold 1% income tax on ½ of the gross remittances to sellers or merchants which sold goods and services through their platforms. Merchants are required to provide a copy of their BIR-issued Certificate of Registration as part of the documentary requirements for onboarding requirements prior to use of the e-marketplace facility/platform.

Consumer Act of the Philippines

The Consumer Act of the Philippines ("**Consumer Act**") serves as the main consumer protection legislation in the Philippines. With respect to foods, drugs, devices, and cosmetics, the Consumer Act prohibits and prescribes penalties for certain acts including, among others, the:

(a) importation, sale, offering for sale, and distribution of adulterated or mislabeled foods, drug, devices or cosmetics;

(b) importation, sale, offering for sale, and distribution of unregistered foods, drugs, devices or cosmetics;

(c) importation, sale, offering for sale, and distribution of foods, drugs, devices or cosmetics without license from the Department of Health; and

(d) sale or offering for sale of any drug or device beyond its expiry date.

The Consumer Act also regulates sales acts and practices. Deceptive sales acts or practices are among those proscribed. A seller may be deemed to engage in an act or practice that is deceptive if it induces a consumer into a sales transaction through concealment, false representation, or fraudulent manipulation.

Food and Drug Administration Act

The Food and Drug Administration Act of 2009 ("**FDA Act**"), which amended certain provisions of the Foods, Drugs and Devices, and Cosmetics Act (1963), mandates the Food and Drug Administration ("**FDA**") of the Department of Health, to regulate, among others, the

importation, distribution, sale, offer for sale, and promotion of health products. The definition of health products in the implementing rules and regulation of the FDA Act includes food, drugs, cosmetics, and devices.

The FDA established different Centres per major product category of the regulated health products, as follows: (a) Centre for Drug Regulation and Research, (b) Centre for Food Regulation and Research, (c) Centre for Cosmetics Regulation and Research, and (d) Centre for Device Regulation, Radiation Health, and Research. Each of these Centres have Licensing and Registration Divisions responsible for evaluation of health products and establishments for the purpose of issuance of authorizations for the manufacture, importation, exportation, sale, offer for sale, distribution, transfer, use, testing, promotion, advertising, or sponsorship of health products.

Similar to the CAP, the FDA Act prohibits the sale, offering for sale, distribution, and promotion of adulterated, unregistered, misbranded, or expired health products. It also prohibits the importation, sale, offering for sale, distribution, or retail of health products without the required FDA license to operate.

Data Privacy Act

The Data Privacy Act of 2012 ("**DPA**"), implemented and administered by the National Privacy Commission ("**NPC**"), is the primary framework for the protection of personal information in the Philippines.

The DPA provides for general data privacy principles and the lawful criteria for the processing of personal information. The processing of sensitive personal information and privileged information is generally prohibited, subject to certain exceptions. Sensitive Personal information refers to: (a) an individual's race, ethnic origin, marital status, age, color, and religious, philosophical or political affiliations, (b) an individual's health, education, genetic or sexual life of a person, or to any proceeding for any offense committed by such person, and (c) information issued by government agencies peculiar to an individual (e.g. social security numbers, previous or current health records).

The DPA recognizes certain rights of the data subject. Under NPC Advisory No. 2021-01, personal information controllers ("**PIC**") are required to establish policies and procedures allowing the exercise of the following data subject rights:

(a) right to be informed;

(b) right to object;

(c) right to access;

(d) right to rectification;

(e) right to erasure or blocking;

(f) right to data portability; and

(g) right to damages.

Under the principle of accountability in the DPA, the PIC is responsible for personal information under its control or custody including those that have been transferred to a third party for processing whether domestically or internationally.

For the enforcement of the DPA, the NPC imposes certain registration and compliance requirements including the registration of personal data processing systems and submission of annual reports of the documented security incidents and personal data breaches. The NPC mandates mandatory registration for PICs or personal information processors that meet any of the following criteria: (a) employ two hundred fifty (250) or more persons, (b) process sensitive personal information of one thousand (1,000) or more individuals, (c) process data that will likely pose a risk to the rights and freedoms of data subjects, or (d) process personal information or sensitive personal information involving automated decision-making or profiling.

Labour Code of the Philippines

The Department of Labour and Employment ("**DOLE**") is the primary government agency mandated to administer and enforce the Labour Code of the Philippines ("**Labour Code**"). Specifically, the Labour Code provides for the different types of employment, security of tenure, grounds for termination of employment, and minimum standards on working conditions and employee benefits such as hours of work, overtime, meal periods, rest periods and holidays, wages, and service incentive leave. The Labour Code is complemented by other laws that grant special types of leave, including: (a) maternity leave, (b) paternity leave, (c) parental leave for solo parents, (d) leave for victims of violence against women and their children, and (e) special leave for women for surgeries caused by gynecological disorders.

Under the Labour Code, the DOLE is responsible for the administration of occupational safety and health standards in all establishments. In relation to this, Rule 1020 of the Occupational Safety and Health Standards requires employers to register their business with the appropriate regional labor office.

Social Security Act

The Social Security Act of 2018 ("**SSA**") is a key piece of employee welfare legislation in the Philippines. It aims to establish and promote a sound and viable tax-exempt social security system that will protect members and their beneficiaries and provides for certain monetary benefits in cases of disability, sickness, maternity, old age, death, and other contingencies.

Both employers and employees are compulsorily covered by the Social Security System ("**SSS**"). Employers are required to withhold a portion of their employees' wages and remit it to the SSS. Employers are also obligated to contribute to the SSS on behalf of their employees. The respective shares of the employer and employee in the contributions is based on the schedule and rate of contributions determined by the SSS.

The SSA imposes penalties for, among other things, the failure to: (a) report employees for SSS coverage, and (b) remit both employee and employer contributions to the SSS.

National Health Insurance Act

The National Health Insurance Act of 1995 (as amended by Republic Act No. 10606) ("**NHIA**") provides for mandatory coverage of all Filipino citizens to the National Health Insurance Program for the provision of health insurance coverage and health care services to Filipinos. The NHIA's implementing rules and regulations require employers to register with the Philippine Health Insurance Corporation ("**PhilHealth**"). Employers are also responsible for registering their employees and their qualified dependents with PhilHealth. The required premium contributions are divided equally between employer and employee. Employers are responsible for deducting the employee's share from their salary and remitting both contributions to PhilHealth.

Failure to register or remit withheld premium contributions is an employer offense penalized under the NHIA.

Home Development Mutual Fund Law

The Home Development Mutual Fund Law of 2009 or Pag-IBIG (*Pagtutulungan sa kinabukasan: Ikaw, Bangko, Industriya at Gobyerno*) Fund ("**HDMF Law**") was enacted into law for the purpose of establishing a sound and viable tax-exempt mutual provident savings system intended to address the housing needs of employed and other earning groups.

Employees covered by the SSS are within the mandatory coverage of the Pag-IBIG Fund. Employers and employees are required to contribute to the Pag-IBIG Fund based on the monthly compensation of the covered employee. Employers are responsible for remitting the contributions required under the HDMF Law.

The HDMF Law penalizes employers who fail to comply, including those who neglect to register employees, collect contributions, or remit them as required.

Local Government Code

Under the Local Government Code of 1991 ("**LGC**"), a city government is headed by a city mayor whose duties and functions include the issuance of licenses and permits (with corresponding authority to suspend or revoke the same for violation of conditions for which these were issued). This serves as the statutory basis for the city mayor to issue the annual business permits for the privilege of conducting business within the city's territorial jurisdiction.

The LGC also provides for the taxing powers of local government units such as cities and municipalities. In particular, the LGC empowers cities and municipalities to impose taxes on businesses. For instance, wholesalers and distributors with more than PHP2,000,000.00 gross sales or receipts for the prior calendar year may be assessed by the city or municipality with local business tax at a rate not exceeding 50% of 1% of such gross sales/receipts.

LAWS AND REGULATIONS IN RELATION TO OUR BUSINESS IN VIETNAM

Key Government Regulations in Vietnam

A summary of the key government regulations in Vietnam that are applicable to the business of Synagie (Vietnam) Company Limited is as follows:

Foreign Investment

Foreign investment activities are primarily governed by the Law on Investment (Law No. 61/2020/QH14, as amended), and, where applicable, the Law on Enterprises (Law No. 59/2020/QH14, as amended) and specialized laws which regulate the sectors in which foreign investors invest.

Before the establishment of an economic organization, foreign investors must have an investment project and must notably apply for an investment registration certificate from the relevant Vietnamese licensing authority of the location where the investment project will be based.

After obtaining the investment registration certificate ("**IRC**"), the foreign investor (owner) of the foreign-invested company shall apply for an enterprise registration certificate in order to incorporate the foreign-invested company.

Foreign investors may also invest in Vietnam through capital contribution or equity acquisition in existing entities. Under this method, the foreign investors shall be required to obtain an approval for the capital contribution or equity acquisition (commonly referred to as "**M&A Approval**") in the following cases: (i) the capital contribution or acquisition results in an increase in the foreign ownership percentage in the target company that operates business lines with market access conditions for foreign investors; (ii) the capital contribution or acquisition results in an increase in the foreign ownership percentage in the target company from 50% or less to more than 50%, or it increases an existing foreign ownership percentage that is already more than 50%; or (iii) the capital contribution or acquisition is made in a target company that holds a land use right certificate for land located on an island, or in a coastal and border commune or town, or in another area that affects national defense and security.

Under Vietnamese laws, certain business lines have market access conditions for foreign investors. When applying for the IRC or M&A Approval, the local licensing authority shall assess and determine whether the foreign investors satisfy the applicable market access conditions.

Lastly, unlike the M&A Approval, the foreign investors must ensure that the IRC is kept up to date. This means that, upon any changes to their investment (e.g., total investment capital, operation objectives and scale, etc.), the foreign investors must apply to amend the IRC to reflect such changes.

Profit Distribution and Remittance

Under Law on Enterprises (Law No. 59/2020/QH14, as amended) in principle, after a single-member limited liability company (which, in this specific context, is the enterprise form of Synagie (Vietnam) Company Limited) has completed its tax obligation and other financial obligations, it may distribute the profits back to its owner.

Note that if a single-member limited liability company is owned by a foreign investor, this is considered as a form of direct investment activity under the regulations on foreign exchange management. Accordingly, remittance of profit and capital of the foreign investors obtained from direct investment activities shall be made via the direct investment capital account of the relevant company as required by Circular No. 06/2019/TT-NHNN dated 26 June 2019 of the State Bank of Vietnam.

Under Circular No.186/2010/TT-BTC dated 18 November 2010 of the Ministry of Finance, foreign investors can transfer profits abroad either annually or at the end of investment activities in Vietnam. However, most notably, foreign investors are not allowed to transfer abroad the profits distributed or obtained from direct investment activities in Vietnam for the year in which the profits are generated if, according to the financial statements of the enterprise in which the foreign investor has invested, there are still accumulated losses after carrying forward the losses in accordance with corporate income tax laws. At least seven (7) business days prior to the remittance of profit offshore, a foreign investor is required to either directly serve a notice, or authorize the company to serve a notice, on offshore remittance of profits to the competent tax authority.

Regulation in relation to Purchase and Sale of Goods of Foreign-Invested Companies

Under Decree No.09/2018/ND-CP dated 15 January 2018 of the Government, when engaging in the purchase and sale of goods activities, a foreign-invested enterprise must apply for a business license granted by the provincial Department of Industry and Trade where its head-office is located, except when the enterprise only conduct import right, export right or wholesale distribution of goods other than lubricants.

Furthermore, certain business activities directly related to the purchase and sale of goods (e.g., commercial intermediary services, logistics services that have not been committed for market access by Vietnam under international treaties, etc.) shall also warrant the need for the foreign-invested enterprises to obtain the business license under the aforementioned legislation.

Lastly, should a foreign-invested enterprise engage in retail distribution via the establishment of retail outlets, it is required to obtain a retail outlet establishment license for each outlet. It is further noted that, from the second retail outlet onwards, when applying for the retail outlet establishment license, the relevant licensing authorities will conduct the economic need test (ENT), save for the case where the relevant retail outlet is located in a commercial center with an area of less than $500m^2$ and is not set up as a convenience store or mini supermarket. In all cases, when setting up a retail outlet, the foreign-invested enterprise must (i) have a suitable financial plan for such outlet, (ii) have no overdue tax obligation in case such enterprise has been established for at least one year, and (iii) ensure that the retail outlet is in line with the local planning. However, this establishment license is currently applicable to physical outlet only, not online retail stores on platforms such as Lazada.

Law on Consumers' Rights Protection

The Law on Consumer Rights Protection (Law No. 19/2023/QH15) adopted by the National Assembly of Vietnam on 20 June 2023 ("**LCRP 2023**"), is set to be effective from 1 July 2024. This law sets out the principles and policies for protecting consumer rights; the rights and

obligations of consumers; the responsibilities of traders towards consumers; the activities of agencies and organizations in protecting consumer rights; the resolution of disputes between consumers and traders; and the state management of consumer rights protection.

Under the LCRP 2023, traders must ensure the safety, measurement, quantity, weight, quality, and functionality of products, goods, and services sold or provided to consumers in accordance with the registered, announced, published, listed, advertised, introduced, contracted, committed content, or as required by law, and issue warnings about products, goods, and services that may pose safety risks or negatively impact the lives, health, and property of consumers, and inform them of preventive measures as required by law. Traders are also required to carry out recalls when their goods are found to be defective and to notify relevant authorities before and after a recall. If there are multiple traders (including, among others, manufacturers, importers, commercial intermediaries and direct suppliers) that cause harm to the consumers, these traders will be jointly liable for compensation. Such traders are also required to publicly announce the defective products and the recall of such goods for at least five (5) consecutive issues or for five (5) consecutive days on radio, television, print, and electronic newspapers at the central government or locality where the defective goods are circulated.

It is highlighted that save for certain cases by law, traders are responsible for compensating for damages where defective products or goods cause damage to the lives, health, or property of consumers, even if the traders do not know or are not at fault in causing the defects.

Additionally, the LCRP 2023 imposes new obligations on traders conducting "remote transactions" — i.e., a transaction conducted over the internet, electronic means, or other means where consumers do not have the opportunity to inspect or directly interact with the products, goods, or services before participating in the transaction. This definition broadly includes transactions conducted via online/digital platform (e.g., e-commerce trading floor). Accordingly, when conducting remote transactions, traders are required to provide accurate and sufficient information as required by law (e.g., information on traders, products or services provided, rights of consumers, instructions for use and warranty for the product, good or service, procedures for exchanging or returning products/services or terminating contracts, and procedures for handling consumers' complaints), and to establish tools and undertake security measures in order for consumers to review information and contracts before execution, to discuss and confirm the execution of contracts and allow customers to review and download the contract bearing their signatures.

Law on Advertising

The Law on Advertising (Law No. 16/2012/QH13) adopted by the National Assembly of Vietnam on 21 June 2012 ("**Law on Advertising 2012**") sets out a legal framework on advertising activities, rights and obligations of organizations and individuals participating in advertising activities, and State management of advertising activities. The Government and other relevant Ministries have also issued a number of decrees and circulars to implement the Law on Advertising 2012.

Generally, the advertisers are obliged to, among others, (i) ensure the quality of products, goods and services in accordance with advertising content; (ii) be responsible for the advertisement or be jointly responsible for the advertisement in case of engaging service providers, and (iii) provide the documents related to the advertisements at the request from the advertisement receiver or state agencies. For advertisement publishers or service providers, they are required to, among others, (i) examine the documents related to the advertising conditions of the advertised organizations, individuals, products, goods and services; (ii) provide the documents related to the advertisements at the request from the advertisement receiver or state agencies; and (iii) be directly responsible for the advertisements that are conducted by them or placed on their platforms.

With regard to the advertising of cosmetic products, such products are considered special products for which their advertisement will be subject to additional regulatory requirements. As such, advertisements of cosmetic products would need to comply with the following material conditions: (i) the contents of the advertisement must conform with the declaration of cosmetic products as prescribed in pharmacy laws and documents proving the safety and effects of the cosmetics, instructions on announcement on effects of cosmetics given by an international association (if any); (ii) the advertisement must contain compulsory contents under law (e.g., product name, features and uses of cosmetics, name and address of the trader responsible for bringing the product into circulation, and warnings as prescribed by international treaties); (iii) the advertisement must not be conducted in the manner that causes confusion between the cosmetics and medicines; and (iv) the content of the advertisement must be certified by the competent authorities prior to being advertised.

With regard to the advertising of foods and food additives, the law requires advertisements for such products to satisfy the following content requirements: (i) contents must be consistent with the relevant product declaration or certificate of conformity of food safety (as the case may be), (ii) advertisements must contain the name of food products and the name and address of the organization responsible for circulating the product in the market; and (iii) the content of the advertisement must be certified by the competent authorities prior to being advertised. For advertisement of functional foods, in addition to the aforementioned requirements, the

advertisements must further contain (i) primary and secondary effects (if any); and (ii) a text or announcement declaring "*this product is not a medicine and is not a substitute for medicines*". It is prohibited to advertise functional foods in a manner that misleads them into being medicines.

Labour Code

The Labour Code (Code No. 45/2019/QH14) sets out a legal framework on the majority of labor-related matters. The Government and the Ministry of Labour, War Invalids and Social Affairs have also issued a number of decrees and circulars to implement the Labour Code. The Labour Code extends to all employees, trainees, apprentices and other workers without labor relations, together with foreign employees who work in Vietnam.

Internal labor rules

The Labour Code prescribes certain minimum workplace conditions that employers are required to provide to their employees, such as a minimum number of statutory annual and sick leaves, paid public holidays or statutory protection for employees. A company incorporated in Vietnam with more than ten (10) employees must issue the formal internal labor rules ("**ILR**") comprising the mandatory contents as required by laws, including (i) working hours and rest periods; (ii) order at the workplace; (iii) occupational safety and health; (iv) actions against sexual harassment in the workplace; (v) protection of the assets and technological and business secrets and intellectual property of the employer; (vi) cases in which reassignment of employees are permitted; (vii) violations against labor regulations and disciplinary measures; (viii) material responsibility; and (ix) the person having the competence to take disciplinary measures. Note that the ILR can provide for regulations which are more favorable for the employees than those provided under the Labour Code but cannot restrict the employees' minimal rights as provided in this legislation. Lastly, within ten (10) days from the issuance, the employer has to register the ILR with the Ministry of Labour, War Invalids and Social Affairs where it has operation (e.g., head office, branches, etc.).

Labor contract

Under the Labour Code, there are two types of labor contracts: (i) an indefinite-term labor contract and (ii) a fixed-term labor contract (for a duration of up to 36 months from the date of execution). Labor contracts must be made in writing or in permitted electronic form and signed by and between the employee and the authorized representatives of the employer, except for those with a term of less than one month. A labor contract must include the mandatory provisions as required under the Labour Code.

Foreign employees

Employers may only enter into labor contracts with foreign employees for the position of managers, executive directors, experts and technical workers having the professional requirements which cannot be met by Vietnamese employees.

A foreign employee working in Vietnam is required to obtain a work permit, except for certain exemption cases under the Labour Code including, among others, (i) foreign employees entering Vietnam for less than three (3) months for the introduction of services or handling of complicated technical and technological incidents or (ii) foreign employees entering into Vietnam to hold the position of a manager, executive, expert or technical worker for a period of work of less than 30 days and up to 3 times a year. In cases where a work permit is exempted, depending on the specific case, the employer may still need to obtain confirmation on work permit exemption from the competent labor authorities for the relevant employees.

In addition, pursuant to Decree No. 152/2020/ND-CP dated 30 December 2020 of the Government (as amended), in order to obtain the work permit or confirmation on work permit exemption for foreign employees, the employer must conduct a determination of demand for foreign employees. In particular, at least 30 days in advance from the expected date of employing foreigners, the employer must determine the demand for foreign workers for every job position for which Vietnamese workers are underqualified and send a corresponding report to the competent authority for their approval.

Labor-related insurances/contributions

Under the Law on Social Insurance (Law No.58/2014/QH13, as amended), the Law on Health Insurance (Law No.25/2008/QH12, as amended), the Law on Employment (Law No.38/2013/QH13), the Law on Labour Safety and Hygiene (Law No. 84/2015/QH13), employees and employers are required to make contributions to the mandatory insurance schemes which include: social, health, occupational accidents and diseases and unemployment insurances in Vietnam in Favor of Vietnamese employees (and certain categories of foreign employees). The contributions are calculated based on the employee's wage or salary specified under the labor contract and made by both employee and employer in specific percentages set forth by laws.

In addition, under the Law on Trade Unions (Law No.12/2012/QH13), employers are required to pay trade union dues regardless of whether the employers have established a trade union or not with the contribution made based on a percentage of the salary fund. Meanwhile, employees are entitled to choose whether to join the trade union or not. If they choose to join the trade union, employees must pay trade union fees based on a percentage of their salary up to a capped amount set out by laws.

Data Privacy

Vietnam does not have a centralized/omnibus data protection and privacy law. Regulations on the subject are specified under numerous legislations and as such, the legal test for the application of such laws would be specific for each of such laws, notably including (i) Civil Code (Code No.91/2015/QH13), (ii) Law on Cyberinformation Security (Law No. 86/2015/QH13), (iii) Law on Information Technology (Law No.67/2006/QH11), (iv) Law on Cybersecurity (Law No.24/2018/QH14), (v) Law on Consumer Rights Protection (Law No.19/2023/QH15), and (vi) Decree No.13/2023/ND-CP on personal data protection dated 17 April 2023 (*collectively referred to as "**PDP Laws**"*).

Generally, the PDP Laws have extraterritorial application as they regulate both Vietnamese and foreign agencies, organizations and individuals. Furthermore, the scope of "personal data processing" is broadly defined, covering generally activities that affect personal data, such as: collection, recording, analysis, confirmation, storage, correction, disclosure, combination, access, retrieval, recovery, encryption, decryption, copying, sharing, transmission, provision, transfer, deletion and/or destruction of personal data or other related actions.

Key implications for entities involved in personal data activities are summarized as follows:

(a) *Consent obligation*: Consent is the main basis for collecting and processing personal data. Unless there is a statutory exception, consents must be obtained from data subjects prior to undertaking any data processing activity. Consent will only be valid if the data subject voluntarily and has clear knowledge of the following: (i) the type of personal data to be processed; (ii) purpose of processing personal data; (iii) organizations and individuals are allowed to process personal data; and the rights and obligations of data subjects. The PDP Laws require express consent, where the data subjects express clearly, in writing, by voice, by ticking the consent box, by texting consent syntax, by selecting consent technical settings or by other actions expressing such consent. It must also be expressed in a format that can be printed or reproduced in writing, including in electronic or verifiable formats. Consent is not deemed to be given by silence or non-response. Data subjects can withdraw their consent.

(b) *Purpose limitation obligation*: personal data must be processed only for purposes having been registered, declared with competent authority and having been notified to the data subjects.

(c) *Notifications obligation*: Before processing personal data, notification needs to be given once to the data subjects in a format that can be printed and reproduced in writing, including in electronic or verifiable format.

(d) *Access and correction obligation*: Unless otherwise regulated by law, an organization must (i) provide the data subjects with their personal data or (ii) modify the data subjects' personal data within 72 hours upon data subjects' requests.

(e) *Retention, deletion and destruction obligations*: Personal data can only be retained for such period that is appropriate for the processing purposes, unless otherwise prescribed by the law. Additionally, unless otherwise regulated by law, an organization must delete all personal data collected within 72 hours upon the data subjects' request. The collected personal data must be irrevocably destroyed when (i) the personal data is processed for unintended purposes, or they have accomplished their processing purposes under the consent of the data subject; (ii) the storage of personal data is no longer necessary for their operations or (iii) the organization is dissolved or no longer operate or declare bankruptcy or terminate their business activities in accordance with the law.

(f) *Personal Data Protection Impact Assessment (PDPIA)*: Data controllers, data controller-processors and data processors are required to prepare a PDPIA from the time that it commences the processing of personal data. This PDPIA must always be available for inspection and assessment by the Ministry of Public Security ("**MPS**"). Furthermore, one original copy of the PDPIA must be sent to the Department of Cybersecurity and High-Tech Crime Prevention ("**A05 Department**") of MPS within 60 days from the date of processing of personal data.

(g) *Cross-border Transfer Impact Assessment ("**TIA**")*: Upon cross-border transfer of personal data, the data transferor will need to prepare and store a TIA including mandatory contents from the date on which it starts processing the personal data. This TIA must always be available for inspection and assessment by MPS. Furthermore, one original copy of the TIA must be sent to the A05 Department of MPS within 60 days from the date of processing of personal data.

(h) *Data breach notification obligations*: Data controllers, data controller-processors must notify A05 of MPS within 72 hours after they detect a violation against regulations on the protection of personal data. If the notification is given after 72 hours, the reason for the late notification must be provided. Data processors must notify data controllers, data controller-processors as soon as possible upon detecting a sign of violation.

(i) *DPO obligations*: as a measure for protecting sensitive personal data, those involved in processing personal data must designate a department that has the function of personal data protection and appoint personnel in charge of personal data protection and to exchange information on the matter with the relevant agencies (e.g., a DPO).

(j) *Accountability and Governance*: both data controllers and data processor are responsible for implementing organizational and technical measures and appropriate safety and security measures to prove that data processing activities have been carried out in accordance with the law. The PDP Laws prescribe the following protection measures for personal data: (i) management and technical measures taken by organizations and individuals related to personal data processing, (ii) measures taken by competent state management agencies in accordance with the PDP Laws, (iii) investigation and procedural measures taken by competent state agencies, and (iv) other measures as prescribed by law. Additionally, data controllers and data controller-processors must comply with the principles of implementing data security and protection measures and bear the burden of proving their compliance with such principles. For governance, the PDP Laws also require relevant entities to specify mandatory contents (e.g., data storage, processing purposes, entities that can access personal data, etc.).

(k) *Data localisation obligations*: the PDP Laws require (i) data related to personal information of service users in Vietnam, (ii) data created by service users in Vietnam and (iii) data on the relationship of service users in Vietnam to be stored in Vietnam. All domestic entities must store the data in Vietnam, with an indefinite duration of time.

For offshore entities, data localisation requirements apply only if the following criteria are met:

(i) Offshore entities conduct business activities in Vietnam in one of the following business sectors: telecoms; data sharing or storage on cyberspace; provision of national or international domain names to service users in Vietnam; e-commerce; online payment services; intermediary payment service; online transportation connection service; social network and communications; online games; services for provision, management or operation of other information on cyberspace in form of text messages, voice calls, video calls, emails and online games ("**Regulated Services**");

(ii) the Regulated Services were used to commit a violation of cybersecurity law;

(iii) the A05 Department of the MPS has informed such violation and has provided a written request to offshore entities to cooperate, prevent, investigate and/or handle such violation; and

(iv) offshore entities have failed to comply or fully comply with the A05 Department's requests for collaboration, prevention, investigation and handling of the violation or have prevented, restricted, invalidated or neutralized cyber security measures that the specialized forces for cyber security have applied. In case offshore entities are unable to implement Vietnamese requirements on cybersecurity protection (e.g., the required cooperation and compliance) due to a force majeure event, such offshore entities must notify the A05 Department within 3 working days to check and verify the force majeure event. In cases in which force majeure events occur, offshore entities would have a period of 30 working days to find and apply remedy measures.

OVERVIEW

The Target Group was founded by Mr. Clement Lee and Ms. Olive Tai in Singapore in November 2014, who were later joined by Ms. Zanetta Lee, in April 2015, when they noticed that the Singapore retail market was being disrupted by online shopping which resulted in a decline in the traditional retail sector. Accordingly, the Target Group was established as a D2C business focusing on the beauty, body and baby sector, and gradually started offering e-commerce, e-logistics fulfillment services to some of its suppliers. Since its establishment, as more consumers in Southeast Asia started to shop online, brands and market players in the changing retail industry were seeking new solutions to meet the fast-changing habits of their customers. The Target Group started to rethink the evolution of the retail industry and sought to provide innovative data-driven solutions for brands to benefit from digital transformation with minimal disruption, including meaningful insights generated from big data analytics for brands to improve operational efficiency and optimize sales performance.

The Target Group has now developed into a multi-regional data-driven digital solutions platform in Southeast Asia. It was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. The Synagie Platform, the Target Group's data-driven digital solutions platform, has provided unified and integrated solutions to streamline, enhance and transform traditional commerce practices for brands and consumers in Southeast Asia. The Target Group's and its brand partners' business cover various sectors, including the fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Its geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, the Philippines, Vietnam, Thailand and Indonesia. It has also been strategically expanding its global footprint outside of Southeast Asia, such as in Hong Kong and Spain.

OUR MILESTONES

The following table sets forth the key development milestones of the Target Group:

Year	Milestone
2014	The Target Group was founded in Singapore.

Year	Milestone
2015	The Target Group launched its first online retail website focusing on beauty, body and baby sector.
2016	The Target Group started offering e-commerce, e-logistics fulfillment services to some of its suppliers, who then became its customers utilising the Target Group's services. The first version of the Synagie Platform, which had real-time data connections to major online market places as well as logistics partners in Singapore.
2017	The Target Group began to introduce new solutions such as real-time big data analytics to provide its brand partners with an integrated back office system to manage their e-commerce businesses. The Target Group ventured into Malaysia, its first overseas market outside Singapore.
2018	Synagie V2Y, the then holding company of the Target Group, was listed on the Singapore Stock Exchange. The Target Group expanded its operations into Vietnam and the Philippines.
2019	The Target Group expanded its operations into Thailand. The Target Group was appointed a digital transformation partner by Enterprise Singapore (ESG) and the Malaysia Digital Economy Corporation (MDEC).
2020	The Target Company, which was held by the Target Company Founders, Alibaba Singapore and Meranti, acquired the digital solutions business of the Target Group from Synagie V2Y. As a result, the digital solutions business of the Target Group became privatized and separated from the insurtech business principally engaged by Synagie V2Y, which remained listed on the Catalist of the SGX-S thereafter. The Target Group expanded its operations into Indonesia and Hong Kong.

Year	Milestone
2021	The Target Group began to provide a full suite of marketing services to its brand partners.
	The Target Group won Lazada Best Partner Award 2021.
2022	The Synagie Commerce Academy was launched to offer brand partners a variety of certified or customized learning courses, designed to further their understanding of e-commerce industry and practice.
	The Target Group won Lazada Best Partner Award 2022.
	The Target Group won Asia eCommerce Awards.
	The Target Group expanded its operations into Spain.
	The Target Group became a Tik Tok Shop and Tik Tok Channel Official Regional Partner.
2023	The Target Group was among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC.
	The Target Group won the Lazada Partner Excellence Award 2023.

THE TARGET GROUP

The Target Company

The Target Company was incorporated as a private company limited by shares in Singapore on July 28, 2020, and became the holding company of the Target Group upon completion of the Synagie Acquisition. See "Incorporation of the Target Company and the Synagie Acquisition" below for details.

Principal Subsidiaries of the Target Group

The following are the principal subsidiaries of the Target Group:

Name	Date of incorporation	Place of incorporation	Shareholding attributable to the Target Group	Principal business activities
Synagie Singapore	November 28, 2014	Singapore	100%	Provision of digital solutions in Singapore
Synagie Malaysia	July 17, 2017	Malaysia	100%	Provision of digital solutions in Malaysia
Synagie Vietnam	December 6, 2018	Vietnam	100%	Provision of digital solutions in Vietnam
Synagie Philippines	November 15, 2018	Philippines	100%	Provision of digital solutions in the Philippines
Synagie Indonesia	June 25, 2020	Indonesia	99.6%	Provision of digital solutions in Indonesia

MAJOR CORPORATE DEVELOPMENTS OF THE TARGET GROUP

Incorporation of Synagie Singapore

Synagie Singapore was incorporated in Singapore with limited liability on November 28, 2014. Upon incorporation, Synagie Singapore was owned as to 100% by Mr. Clement Lee. On or around January 9, 2015, Mr. Clement Lee transferred his 2 ordinary shares in Synagie Singapore to Alegria Group Limited ("**Alegria**"). Mr. Clement Lee previously owned 55.9% of the issued share capital of Alegria through Metadrome, which was at the relevant time wholly and beneficially owned by Mr. Clement Lee.

Over the course of 2015, Synagie Singapore issued an aggregate of 3,499,998 ordinary shares in its capital to Alegria for an aggregate paid-up capital of S$3,499,998. On March 11, 2016, Alegria disposed of its entire interest in Synagie Singapore, and transferred its total shareholding

of 3,500,000 ordinary shares to the shareholders of Alegria, including the transfer of 1,949,500 ordinary shares to Metadrome, which led to Metadrome obtaining a majority stake of 55.7% in Synagie Singapore.

Subsequently, on October 24, 2016, an aggregate of 140,777 ordinary shares were issued to new shareholders. As a result, the total number of issued and paid-up shares became 3,640,777 ordinary shares.

On May 17, 2017, Synagie Singapore issued shares to its existing shareholders pursuant to a rights issuance, which included an issuance of 27,913 ordinary shares to Ms. Zanetta Lee, and an issuance of 829,119 ordinary shares to Metadrome.

Immediately after this rights issue, the total number of issued and paid-up shares became 5,461,166 ordinary shares.

Between July 2017 and December 2017, there were several additional investments from third parties, which resulted in the total number of issued and paid-up shared being 5,932,142.

After the pre-listing restructuring exercise of Synagie V2Y pursuant to which Synagie V2Y acquired the entire issued share capital of Synagie Singapore from the then shareholders of Synagie Singapore, and prior to the Synagie Acquisition, there was an issuance of 11,467,858 ordinary shares to Synagie V2Y, resulting in the total number of issued and paid-up shares being 17,400,000 ordinary shares.

Incorporation of Synagie Malaysia

Synagie Malaysia was incorporated in Malaysia with limited liability on July 17, 2017. Upon its incorporation, Synagie Malaysia was wholly owned by Synagie V2Y.

Restructuring exercise and listing of Synagie V2Y

As part of a restructuring exercise in preparation of the listing of Synagie V2Y on the Catalist of the SGX-ST, Synagie V2Y entered into a share swap agreement on March 23, 2018 with the then shareholders of Synagie Singapore, pursuant to which Syangie V2Y acquired the entire issued share capital of Synagie Singapore from the then shareholders of Synagie Singapore in consideration and exchange of Synagie V2Y issuing shares to each of the then shareholders of Synagie Singapore on a *pro rata* basis. As a result, Synagie Singapore became wholly owned by Synagie V2Y.

Upon completion of the restructuring exercise, conversion of convertible notes and issue of shares pursuant to an initial public offering, Synagie V2Y became owned as to 23.7% by Metadrome, 3.0% by Ms. Olive Tai and 3.5% by Ms. Zanetta Lee.

Synagie V2Y became listed on the Catalist of the SGX-ST on August 8, 2018.

Incorporation of Synagie Philippines

Synagie Philippines was incorporated in the Philippines with limited liability on November 15, 2018. Upon its incorporation, 10,999,995 common shares, representing more than 99.9% of the issued share capital of Synagie Philippines, were legally and beneficially held by Synagie V2Y, and five common shares, representing less than 0.1% of the issued share capital of Synagie Philippines, were legally held by each of Mr. Tristan Matthew T. Delgado, Ms. Nicole Beatriz San Juan, Mr. Jesse Eleazar Tantoco, Mr. Herminio S. Ozaeta, Jr. and Ms. Marie Antonette B. Quiogue who were also the first directors of Synagie Philippines, on behalf of Synagie V2Y (the "**Incorporation Nominee Arrangement**"). The Incorporation Nominee Arrangement was made to comply with the then requirement under the laws of the Philippines that a company must have at least five founding incorporators, which must subscribe to and hold one share each, and the majority of which must be residents of the Philippines. The legal advisors of the Target Company as to the laws of the Philippines are of the opinion that the aforesaid nominee arrangement does not contravene the laws of the Philippines.

On June 10, 2024, the authorized capital stock of Synagie Philippines was increased from PHP11,000,000.00 (divided into 11,000,000 common shares with par value of PHP1.00 per share) to PHP25,000,000.00 (divided into 25,000,000 common shares with par value of PHP1.00 per share) in order to comply with the capitalization requirement for foreign retail enterprises.

As of the Latest Practicable Date, the 24,999,998 common shares, representing more than 99.9% of the issued share capital of Synagie Philippines are legally and beneficially held by the Target Company, and two common shares, representing less than 0.1% of the issued capital share capital of Synagie Philippines are legally held each by Mr. Clement Lee and Ms. Olive Tai, on behalf of the Target Company (the "**Current Nominee Arrangement**"). The Current Nominee Arrangement is for the purpose of qualifying Mr. Clement Lee and Ms. Olive Tai as members of the board of directors of Synagie Philippines in view of the requirements under Philippine law that (i) a company must have a board of directors composed of at least two directors, and (ii) each director must subscribe to and hold at least one share of the company. The legal advisors of the Target Company as to the laws of the Philippines opine that the Current Nominee Arrangement is fully compliant with the laws of the Philippines including those related to foreign investments. Each nominee executed a declaration of trust acknowledging, among others, that he/she holds legal

title to the share for and on behalf of the Target Company who is the beneficial owner, and that he/she shall exercise all voting and any all rights pertaining to the share in such a manner as the Target Company may direct.

Incorporation of Synagie Vietnam

Synagie Vietnam was incorporated in Vietnam with limited liability on December 6, 2018. Upon its incorporation, Synagie Vietnam was wholly owned by Synagie V2Y.

Incorporation of Synagie Indonesia

Synagie Indonesia was incorporated in Indonesia with limited liability on June 25, 2020. Upon its incorporation and completion of a share issuance conducted shortly thereafter, as of August 3, 2020, Synagie Indonesia was owned as to 99.6% by Synagie V2Y and 0.4% by Ms. Zanetta Lee in line with Indonesian laws which require an Indonesia-incorporated limited liability company to have a minimum of two shareholders.

Incorporation of the Target Company and the Synagie Acquisition

The Target Company was incorporated in Singapore with limited liability on July 28, 2020. Upon its incorporation, one ordinary share was issued to Mr. Clement Lee, which was transferred to Metadrome at nominal consideration.

On August 5, 2020, the Target Company entered into a sale and purchase agreement with the Synagie V2Y as a vendor, and Metadrome, as a guarantor to Synagie V2Y, in relation to the Synagie Acquisition, pursuant to which the Target Company agreed to acquire, and Synagie V2Y agreed to sell, Synagie V2Y's digital solutions business, including the base consideration for the purchase of the business and closing net cash balance.

The Synagie Acquisition involved the acquisition by the Target Company of the entire digital solutions business carried on by Synagie V2Y and its then subsidiaries (which excluded the insurtech business of Synagie V2Y), which included but not limited to: (a) the legal and/or beneficial ownership in the entire issued share capital of Synagie Singapore, Synagie Malaysia and Synagie Vietnam; (b) the legal and beneficial ownership over 10,999,995 common shares, representing more than 99.9% of the issued share capital of Synagie Philippines, and the beneficial ownership over five common shares held by five individual nominee shareholders, representing less than 0.1% of the issued share capital of Synagie Philippines; (c) the legal and beneficial ownership in 99.6% of the issued share capital of Synagie Indonesia; (d) 48.9% of Synagie (Thailand) Ltd.; and (e) 100% of Synagie Hong Kong Limited (the "**Synagie Acquisition Shares**").

On the same date, the Target Company entered into a subscription and shareholders' agreement (the "**Subscription Agreement**") with Alibaba Singapore, Meranti, Metadrome, Venture Lab and Ms. Zanetta Lee, pursuant to which Alibaba Singapore, Meranti, Metadrome, Venture Lab and Ms. Zanetta Lee agreed to subscribe for new shares in the Target Company as follows:

Shareholder	Shares of the Target Company to be subscribed for	Subscription price
Tranche 1 (completed on November 2, 2020, i.e. three Business Days before completion of the Synagie Acquisition)		
Alibaba Singapore	352,619,784 preference shares	S$35,261,978.40
Meranti	165,600,000 preference shares	S$16,560,000 (equivalent to US$12,000,000)
Metadrome	93,572,031 ordinary shares	S$9,357,203.10
Tranche 2 (completed in two sub-tranches, the first of which was completed on November 25, 2020, i.e. three Business Days after completion of the special dividend by Synagie V2Y, and the second of which was completed on December 21, 2020, i.e. three Business Days after completion of the cash distribution by Synagie V2Y)		
Metadrome	61,355,017 ordinary shares	S$6,135,501.70
Venture Lab	48,082,989 ordinary shares	S$4,808,298.90
Ms. Zanetta Lee	25,561,994 ordinary shares	S$2,556,199.40

The consideration for the Synagie Acquisition was arrived at after negotiations on an arm's length basis, taking into account the future business prospects of the digital solutions business and comparable market transactions. The aggregate consideration of S$61,679,181.60 was settled by: (a) S$52,321,978.42 in cash, which was mainly contributed through the pre-listing investments made by Alibaba Singapore and Meranti under tranche 1 of the Subscription Agreement (details of which are set out in "–Pre-listing Investments"); and (b) assignment by the Target Company in favour of Synagie V2Y of a promissory note issued by Metadrome of an amount of S$9,357,203.18 owed by Metadrome to Synagie V2Y, which would be set-off against Metadrome's partial entitlement to the special dividend and cash distribution conducted by Synagie V2Y in parallel to the Synagie Acquisition.

The Synagie Acquisition was approved by the shareholders of Synagie V2Y on September 28, 2020 and completed on November 5, 2020. As a result, the Target Company became the owner of the entire digital solutions business, including the legal and/or beneficial interests in the Synagie Acquisition Shares. Synagie V2Y, which became principally engaged in the insurtech business after the Synagie Acquisition, remains listed on the Catalist of the SGX-ST as of the Latest Practicable Date.

After completion of the subscription under tranche 2 of the Subscription Agreement, the subscription prices of which were funded by the special dividend and cash distribution conducted by Synagie V2Y, the Target Company became owned as follows:

Shareholder	Shares of the Target Company	Shareholding in the Target Company
Alibaba Singapore	352,619,784 preference shares	47.22%
Meranti	165,600,000 preference shares	22.17%
Metadrome	154,927,049 ordinary shares	20.75%
Venture Lab	48,082,989 ordinary shares	6.44%
Ms. Zanetta Lee	25,561,994 ordinary shares	3.42%

The Target Company Founders, namely Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, confirmed that, to the best of their knowledge, they are not aware of any material non-compliance with any applicable Singapore securities laws and regulations and rules of SGX involving Synagie V2Y up until the Synagie Acquisition. Based on the due diligence performed by the Joint Sponsors, including the review of the litigation search results and announcements of Synagie V2Y published on the website of SGX-ST and the search results of published enforcement actions by Monetary Authority of Singapore and SGX-ST at the material time, nothing material has come to the Joint Sponsors' attention that would cause them to cast reasonable doubt on the Target Company Founders' confirmation above.

PRE-LISTING INVESTMENTS

Investments by Alibaba Singapore and Meranti

On August 5, 2020, the Target Company entered into the Subscription Agreement with Alibaba Singapore, Meranti, Metadrome, Venture Lab and Ms. Zanetta Lee, pursuant to which Alibaba Singapore and Meranti agreed to subscribe for 518,219,784 preferred shares of the Target Company at an aggregate consideration of S$51,821,978.40. The following table sets forth a summary of the Pre-listing Investments by Alibaba Singapore and Meranti in the Target Company:

	Alibaba Singapore	Meranti
Date of agreement:	August 5, 2020	August 5, 2020
Number of preferred shares of the Target Company issued:	352,619,784	165,600,000

	Alibaba Singapore	Meranti
Amount of consideration paid:	S$35,261,978.40	S$16,560,000 (equivalent to US$12,000,000)
Payment date of consideration:	November 2, 2020	October 29, 2020
Number of Successor Shares held immediately after Closing:	148,736,542	69,850,792
Cost per Successor Share paid[(1)]:	HK$1.37	HK$1.37
Discount to the subscription price of the PIPE Investment Shares[(2)]:	86.3%	86.3%
Use of proceeds from the Pre-listing Investments:	For funding the consideration for the Synagie Acquisition, which had been fully paid to Synagie V2Y	
Strategic benefits of the pre-listing investors brought to the Target Company:	The pre-listing investments signify the pre-listing investors' endorsement of and confidence in the Target Company. The Target Group also benefits from the support of the pre-listing investors through strategic synergies to the Target Group's digital solutions business and the empowering of its operations in Southeast Asia where the investors have extensive experience.	
Shareholding held by the pre-listing investor immediately after Closing:		
• *Assuming no redemption of the SPAC Shares and no Permitted Equity Financing:*	27.89%	13.10%
• *Assuming full redemption of the SPAC Shares and Permitted Equity Financing for an aggregate subscription of HK$15,000,000:*	34.26%	16.09%

Notes:

(1) Calculated based on the number of Successor Shares held immediately after Closing divided by the amount of consideration paid.

(2) The subscription price of the PIPE Investment Share is HK$10.00 per PIPE Investment Share.

Rights of the Pre-listing Investors

The special rights granted to the Pre-listing Investors under the Subscription Agreement included, among others, information rights, redemption rights (exercisable only if a listing does not take place before April 2, 2025), pre-emptive rights, director nomination rights, rights to be consented prior to certain corporate actions and anti-dilution rights. All special rights will terminate upon the listing of the Successor Company.

Information about the Pre-listing Investors

Alibaba Singapore

Alibaba Singapore is a company incorporated in Singapore with limited liability and an indirect subsidiary of Alibaba, the shares of which are listed on the Hong Kong Stock Exchange (stock code: 9988) and the New York Stock Exchange (NYSE: BABA). Alibaba holds six major business groups including Taobao and Tmall Group, Cloud Intelligence Group, Alibaba International Digital Commerce Group, Cainiao Smart Logistics Network Limited, Local Services Group, and Digital Media and Entertainment Group. An ecosystem has developed around its platforms and businesses that consists of consumers, merchants, brands, retailers, third-party service providers, strategic alliance partners and other businesses.

Meranti

Meranti, an exempted limited partnership established in the Cayman Islands, is a venture capital fund aimed at providing growth stage capital to companies in Southeast Asia that operate primarily in the technology sector. It is managed by its general partner, Gobi Ventures ASEAN, a company incorporated in the Cayman Islands, under Gobi Partners which is ultimately controlled by Mr. Wang Chuan-Chung. Gobi Partners is a leading Asia-focused venture capital firm, headquartered in Kuala Lumpur and Hong Kong with a particular focus on early to growth stage start-ups on emerging markets across North Asia, South Asia and ASEAN. Save for being substantial shareholders only due to Meranti's shareholding in the Target Company, Meranti, Gobi Ventures ASEAN and Mr. Wang Chuan-Chung are Independent Third Parties of the Target Company.

Meranti has five limited partners. Save for Alibaba Investment Limited (a close associate of Alibaba Singapore, a controlling shareholder of the Target Company) which holds 44.56% of the partnership interest in Meranti, (1) none of the limited partners holds more than 30% of the partnership interest in Meranti, and (2) its limited partners are Independent Third Parties of the Target Company.

Lock-up period

Pursuant to the Target Company Majority Shareholder Lock-up Agreements, Alibaba Singapore and Meranti will be subject to a lock-up period of 12 months from the date of Closing on the Successor Shares issued to them at Closing, subject to certain exceptions as set out under the Target Company Majority Shareholder Lock-up Agreements.

In addition, Alibaba Singapore, which will become a controlling shareholder of the Successor Company immediately after Closing, will be subject to the disposal restrictions under Rules 10.07 and 18B.67 of the Listing Rules. See "Share Capital of the Successor Company — Undertaking by the Successor Controlling Shareholders Pursuant to the Listing Rules" for details.

Compliance with Chapter 4.2 of the Listing Guide

On the basis that (i) the considerations for the pre-listing investments have been settled more than 28 clear days before the date of the first submission of the listing application to the Stock Exchange in relation to the De-SPAC Transaction and no less than 120 clear days before the Closing Date; and (ii) all the special rights granted to the pre-listing investors as set out above will terminate upon the Listing, the Joint Sponsors confirm that the pre-listing investments are in compliance with Chapter 4.2 of the Listing Guide.

LAZADA CONVERTIBLE LOAN

On May 27, 2022, the Target Company and Lazada Services Holding Pte. Ltd. ("**Lazada Services**") entered into a convertible loan agreement (the "**Convertible Loan Agreement**"), pursuant to which Lazada Services agreed to grant to the Target Company a convertible loan facility in an aggregate amount not exceeding US$7,000,000.

Date of agreement:	May 27, 2022
Principal amount:	Not exceeding US$7,000,000 As of the Latest Practicable Date, the loan facility has been fully utilized.

Interest rate:	10% per annum, which shall accrue daily on the basis of 365 days a year Interests accrued on the loan shall be compounded with the loan at the end of each six month period commencing from the first utilization date of May 27, 2022.
Repayment:	The Target Company shall repay the outstanding principal and any accrued interest in full on the earlier of (a) the date the Target Company consummates an initial public offering or the occurrence of a liquidity event and (b) the date falling 36 months from the first utilization date, excluding the portion of the loan which have been converted on or prior to such date. Lazada Services shall have the right (but not the obligation) to require the Target Company to (i) (if amount of money raised at a future financing round is equal to or exceeds US$20,000,000) repay the outstanding principal and accrued interest, and (ii) (if amount of money raised at a future financing round is less than US$20,000,000) repay 1/3 of the outstanding principal and accrued interest, on the date of the completion of such future financing round.
Transferability:	Lazada Services may assign all or part of its rights under Convertible Loan Agreement to any person.
Conversion:	Lazada Services shall have the right (but not the obligation) to convert all or any part of the loan into shares of the Target Company on the repayment date of the loan, the date of the completion of any future financing round, the listing date (in the case of an initial public offering).
Conversion price per share of the Target Company:	75% of the fair market value of the Target Company's share as determined in the future equity financing, initial public offering and liquidity event of the Target Company.
Use of proceeds from the convertible loan:	For capital expenditure and working capital of the Target Company

Strategic benefits of the pre-listing investors brought to the Target Company:	The convertible loan provides source of funding for the Target Group's capital expenditure and working capital needs.

As of April 30, 2024, the outstanding principal and accrued interest under the Convertible Loan Agreement amounted to S$11,230,000. As of the Latest Practicable Date, there has not been any repayment and redemption under the Convertible Loan Agreement.

Pursuant to a letter dated June 28, 2024 from Lazada Services to the Target Company, Lazada Services agreed that, on and from the execution of the Business Combination Agreement and for so long as the Business Combination Agreement remains in force in accordance with its terms, it will not exercise its conversion rights under the Convertible Loan Agreement, and the Target Company is not required to repay all or any part of the outstanding principal and accrued interest before the repayment date. Lazada Services further agreed that on and from the Closing, any conversion rights which would have arisen from the Business Combination Rights will be extinguished.

Accordingly, there will be no early repayment or redemption, and no shares of the Target Company or Successor Shares will be issued to Lazada Services under the Convertible Loan Agreement. The outstanding principal and accrued interest under the Convertible Loan Agreement is expected to be repaid by applying part of the proceeds raised from the PIPE Investments. See "Future Plans and Use of Proceeds — Use of Proceeds" for details.

Information about Lazada Services

Lazada Services is a wholly-owned subsidiary of Lazada South East Asia Pte. Ltd. ("**Lazada**"). Lazada is a leading e-commerce platform in Southeast Asia which is a consolidated subsidiary of Alibaba, serves one of the largest user bases among the global e-commerce platforms, by providing consumers with access to a broad range of offerings from local SMEs, and regional and global brands. Additionally, Lazada operates one of the leading e-commerce logistics network in Southeast Asia, serving its consumers and merchants with reliable, quality and convenient logistics services that are critical to online shopping experience in Southeast Asia.

PUBLIC FLOAT

Upon Closing, among the existing shareholders of the Target Company, the following persons will become the core connected persons of the Successor Company:

(a) Alibaba Singapore, a controlling shareholder of the Successor Company;

(b) Meranti, a substantial shareholder of the Successor Company;

(c) Mr. Clement Lee, a proposed executive Successor Director, directly and through Metadrome; and

(d) Ms. Olive Tai, a proposed executive Successor Director, directly and through Venture Lab.

Accordingly, immediately after Closing, the Successor Shares held by Alibaba Singapore, Meranti, Mr. Clement Lee (directly and through Metadrome) and Ms. Olive Tai (directly and through Venture Lab), representing 60.64% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 74.49% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000) of the total issued share capital of the Successor Company, will not be counted towards the public float.

Except as stated above, Ms. Zanetta Lee, other employees of the Target Group, the PIPE Investors, the investors of the Permitted Equity Financing, the SPAC Shareholders, Extra Shine, Pride Vision and Max Giant will not be core connected persons of the Successor Company and will not be accustomed to taking instructions from the core connected persons in relation to the acquisition, disposal, voting or other disposition of the Successor Shares held or to be issued to them. The Successor Shares held by them will count towards the public float upon Closing.

Based on the above, the public float of the Successor Company immediately after Closing will be 39.36% (assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing), or 25.51% (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000).

Taking into account the Successor Shares that may be issued upon exercise of the Successor SPAC Warrants, the Promoter Warrants, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares, the public float of the Successor Company will be 41.44% (assuming no

redemption of the SPAC Shares and the SPAC Warrants and no Permitted Equity Financing), or 31.28% (assuming full redemption of the SPAC Shares and the SPAC Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000).

The Company will, after the conclusion of the EGM and based on the amount of Share Redemption, conduct the Permitted Equity Financing to the extent required so as to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing.

See "Letter from the Board — M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company — 3. Public Float" for details.

EFFECT OF MERGER ON THE SHARES OF THE COMPANY AND THE TARGET COMPANY

For the purpose of the De-SPAC Transaction, BVI Co was incorporated in the BVI with limited liability on June 7, 2024 as a wholly-owned subsidiary of the Company and will act as an intermediary holding company of the Successor Group. The Merger Sub was incorporated in Singapore with limited liability on June 21, 2024 as a wholly-owned subsidiary of BVI Co.

Pursuant to the terms of the Business Combination Agreement, the Merger Sub and the Target Company shall amalgamate and continue as one company, following which the separate corporate existence of Merger Sub shall cease, and the Target Company shall be the surviving corporation in the Merger and subsist under its existing name as a direct, wholly-owned subsidiary of BVI Co, which in turn remains a direct, wholly-owned subsidiary of the Company.

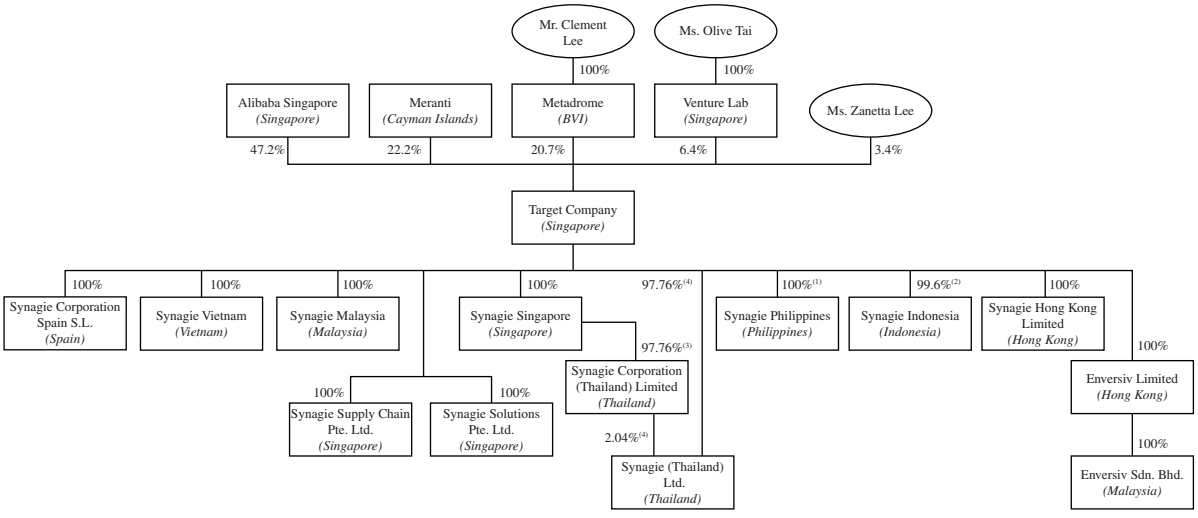
At the Effective Time, (1) each SPAC Share will be re-designated as a Successor Share, (2) each Redeeming SPAC Share will be automatically canceled and cease to exist in exchange for the right to receive a share redemption price of not less than HK$10.00 per SPAC Share to be paid out of the monies held in the SPAC Offering Escrow Account, and (3) each Promoter Share will be automatically converted into one Successor Share in accordance with the terms of the existing Memorandum and Articles.

SPAC Shareholders (excluding the Redeeming SPAC Shareholders) and Promoter Shareholders will continue to be shareholders of the Successor Company together with the PIPE Investors, investors of the Permitted Equity Financing (if any) and the existing shareholders of the Target Company. SPAC Warrantholders (excluding the Redeeming SPAC Warrantholders) and Promoter Warrantholders will continue to be warrantholders of the Successor Company. Upon the Closing, the Successor Shares and the Successor SPAC Warrants will be listed on the Main Board of the Stock Exchange.

The Successor Shares converted from the Promoter Shares and the Successor Promoter Warrants held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

EXPECTED SHAREHOLDING STRUCTURE IN THE SUCCESSOR COMPANY

The following diagram illustrates the corporate and shareholding structure of the Target Group immediately prior to the completion of the De-SPAC Transaction:



Notes:

1. As of the Latest Practicable Date, the total issued share capital of Synagie Philippines comprises (a) 24,999,998 common shares, representing more than 99.9% of its issued share capital, which are legally and beneficially held by the Target Company; and (b) two common shares, representing less than 0.1% of the issued share capital of Synagie Philippines, which are legally held by two individual nominees (one share held by each of Mr. Clement Lee and Ms. Olive Tai) on behalf of the Target Company.

2. As of the Latest Practicable Date, Synagie Indonesia was owned as to 99.6% by the Target Company and 0.4% by Ms. Zanetta Lee.

3. As of the Latest Practicable Date, the total issued share capital of Synagie Corporation (Thailand) Limited comprising: (a) 51,000 preference shares, representing 51% of the number of its issued shares and 2.04% of the voting rights at its general meeting, which are held by Mr. Nat Uawithya (a Thai individual who is also its director); (b) 48,900 ordinary shares, representing 48.9% of the number of its issued shares and 97.76% of the voting rights at its general meeting, which are held by Synagie Singapore; and (c) 100 ordinary shares, representing 0.1% of the number of its issued shares and 0.2% of the voting rights at its general meeting, which are held by Ms. Olive Tai.

4. As of the Latest Practicable Date, the total issued share capital of Synagie (Thailand) Ltd. comprising: (a) 102,000 preference shares, representing 51% of the number of its issued shares and 2.04% of the voting rights at its general meeting, which are held by Synagie Corporation (Thailand) Limited; (b) 97,800 ordinary shares, representing 48.9% of the number of its issued shares and 97.76% of the voting rights at its general meeting, which are held by the Target Company; and (c) 200 ordinary shares, representing 0.1% of the number of its issued shares and 0.2% of the voting rights at its general meeting, which are held by Ms. Olive Tai.

Assuming no redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and no Permitted Equity Financing, the expected shareholding in the Successor Company immediately after Closing are set out below:

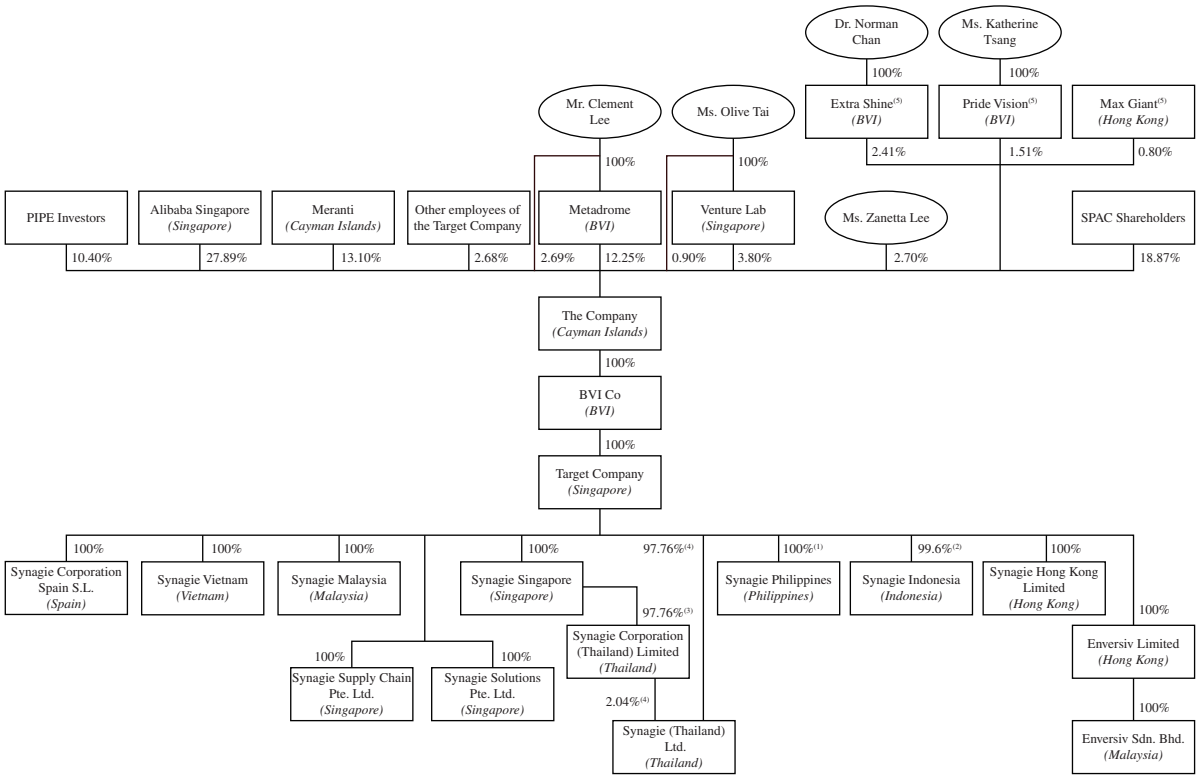
Shareholders of the Successor Company	**Number of Successor Shares**	**Shareholding**
Existing shareholders of the Target Company		
Alibaba Singapore	147,881,087	27.89%
Meranti	69,449,047	13.10%
Mr. Clement Lee	79,260,454	14.95%
• *Through Metadrome*	*64,973,043*	*12.25%*
• *Directly*	*14,287,411*	*2.69%*
Ms. Olive Tai	24,923,184	4.70%
• *Through Venture Lab*	*20,164,962*	*3.80%*
• *Directly*	*4,758,222*	*0.90%*
Ms. Zanetta Lee	14,290,272	2.70%
Other employees of the Target Company	14,195,956	2.68%
Sub-total	350,000,000	66.01%
PIPE Investors	55,124,000	10.40%
SPAC Shareholders	100,050,000	18.87%
Promoters		
Extra Shine	12,756,375	2.41%
Pride Vision	8,004,000	1.51%
Max Giant	4,252,125	0.80%
Total	**530,186,500**	**100%**

Assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription amount of HK$15,000,000, the expected shareholding in the Successor Company immediately after Closing are set out below:

Shareholders of the Successor Company	Number of Successor Shares	Shareholding
Existing shareholders of the Target Company		
Alibaba Singapore	147,881,087	34.26%
Meranti	69,449,047	16.09%
Mr. Clement Lee	79,260,454	18.36%
• *Through Metadrome*	*64,973,043*	*15.05%*
• *Directly*	*14,287,411*	*3.31%*
Ms. Olive Tai	24,923,184	5.77%
• *Through Venture Lab*	*20,164,962*	*4.67%*
• *Directly*	*4,758,222*	*1.10%*
Ms. Zanetta Lee	14,290,272	3.31%
Other employees of the Target Company	14,195,956	3.29%
Sub-total	350,000,000	81.09%
PIPE Investors	55,124,000	12.77%
Permitted Equity Financing Investors	1,500,000	0.35%
Promoters		
Extra Shine	12,756,375	2.96%
Pride Vision	8,004,000	1.85%
Max Giant	4,252,125	0.99%
Total	**431,636,500**	**100%**

HISTORY AND CORPORATE STRUCTURE OF THE TARGET GROUP

The following diagram illustrates the corporate and shareholding structure of the Successor Group immediately following the completion of the De-SPAC Transaction (assuming no SPAC Shareholders elect to redeem any SPAC Shares, there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and there is no Permitted Equity Financing):



Notes:

1. As of the Latest Practicable Date, the total issued share capital of Synagie Philippines comprises (a) 24,999,998 common shares, representing more than 99.9% of its issued share capital, which are legally and beneficially held by the Target Company; and (b) two common shares, representing less than 0.1% of the issued share capital of Synagie Philippines, which are legally held by two individual nominees (one share held by each of Mr. Clement Lee and Ms. Olive Tai) on behalf of the Target Company.

2. As of the Latest Practicable Date, Synagie Indonesia was owned as to 99.6% by the Target Company and 0.4% by Ms. Zanetta Lee.

3. As of the Latest Practicable Date, the total issued share capital of Synagie Corporation (Thailand) Limited comprising: (a) 51,000 preference shares, representing 51% of the number of its issued shares and 2.04% of the voting rights at its general meeting, which are held by Mr. Nat Uawithya (a Thai individual who is also its

director); (b) 48,900 ordinary shares, representing 48.9% of the number of its issued shares and 97.76% of the voting rights at its general meeting, which are held by Synagie Singapore; and (c) 100 ordinary shares, representing 0.1% of the number of its issued shares and 0.2% of the voting rights at its general meeting, which are held by Ms. Olive Tai.

4. As of the Latest Practicable Date, the total issued share capital of Synagie (Thailand) Ltd. comprising: (a) 102,000 preference shares, representing 51% of the number of its issued shares and 2.04% of the voting rights at its general meeting, which are held by Synagie Corporation (Thailand) Limited; (b) 97,800 ordinary shares, representing 48.9% of the number of its issued shares and 97.76% of the voting rights at its general meeting, which are held by the Target Company; and (c) 200 ordinary shares, representing 0.1% of the number of its issued shares and 0.2% of the voting rights at its general meeting, which are held by Ms. Olive Tai.

5. The Successor Shares converted from the Promoter Shares and the Successor Promoter Warrants held by HK Acquisition (BVI) will be transferred to Extra Shine, Pride Vision and Max Giant in proportion to their beneficial shareholding in HK Acquisition (BVI) upon Closing.

In this section, unless the context otherwise requires, "we," "us" or "our" refers to the Target Company and its subsidiaries, and "our Directors" refers to the directors of the Target Company.

OVERVIEW

Our Vision

Our vision is to accelerate the transformation of e-commerce through data-driven solutions.

Our Mission

Our mission is to leverage data and technology to provide digital solutions that connect brands and consumers, and to help brands optimize sales while providing consumers with a unified and smooth customer experience across all major digital touchpoints.

Who We Are

We are a data-driven digital solutions platform in Southeast Asia. We were among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. We provide integrated digital solutions to our brand partners, where under our direct-to-brands ("**D2B**") business model we provide data-driven digital solutions to brands covering all aspects of e-commerce, and meanwhile under our direct-to-consumers ("**D2C**") business model we sell brands' products to consumers directly. We have built a proprietary data-driven digital solutions platform, the Synagie Platform, utilizing advanced technology that collects, analyzes and deploys large data sets to fulfill the needs of our brand partners and consumers. As of the Latest Practicable Date, we had helped over 600 brand partners unify their consumers' experience across all major digital touchpoints under our D2B business model. We have established relationships with various major e-commerce channels in Southeast Asia, including online marketplaces, such as Lazada, and social media platforms, among others.

Our business was founded by three entrepreneurial founders in Singapore in late 2014, as a D2C business focusing on the beauty, body and baby sector. As more consumers in Southeast Asia started to shop online, brands and market players in the changing retail industry were seeking new solutions to meet the fast-changing habits of their customers. We started to rethink the evolution of the retail industry and sought to provide innovative data-driven solutions for brands to benefit from digital transformation with minimal disruption, including meaningful insights generated from big data analytics for brands to improve operational efficiency and optimize sales performance.

Our Synagie Platform was thus developed to provide integrated and unified solutions to streamline, enhance and transform traditional commerce practices for brands and a smooth e-commerce experience for consumers in Southeast Asia. We have since accumulated substantial amount of data that helps us better and more deeply understand brand and consumer needs and leading industry trends, which in turn enabled us to successfully expand our business to cover a variety of sectors, including fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Our geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia. We have also been strategically expanding our global footprint outside of Southeast Asia, such as in Hong Kong and Spain.

Through almost ten years' operations in various geographies, our Synagie Platform has evolved into a data-driven platform with a large data lake that empowers comprehensive suite of digital solutions, covering digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management, and big data analytics, to empower a broad and diverse range of brands to increase their sales and grow their business. Our Synagie Platform is able to acquire large volumes of data across various digital touchpoints, store data in a large data-lake that is capable of maintaining and manipulating large data sets, analyze and visualize data in real-time to help brands make data-driven decisions on strategies of marketing, logistics, manufacturing, and supply chain, and deliver comprehensive and holistic insights on consumer interests and behaviors. Our Synagie Platform can also support our brand partners by unifying the operations of our digital supply chain network, comprising of logistics, warehousing and fulfillment partners, managing product merchandizing and catalog, tailoring specific product description to enhance search optimization and customize pricing strategies for different commerce channels, driving digital marketing effectiveness, and processing and fulfilling large order volumes across various commerce channels. We continuously innovate and update our technologies to meet the changing needs of brands, consumers and channels, and to proactively adapt to the emerging trends in the e-commerce industry. We leverage our Synagie Platform, technologies, data, and solutions to help our brand partners with the following key aspects, among others:

- collect and analyze data across all major digital touchpoints;
- develop strategies for data-driven digital marketing campaign and online sales, and produce digital marketing content;
- automate consumer order fulfillment and logistics via our digital supply chain network;

- improve consumer experience through customer relationship management and customer experience solutions;

- measure and neutralize carbon footprint and emissions for online orders; and

- make data-driven decisions from product to manufacturing and supply chain.

We are a sustainable carbon neutral company and are committed to promoting an eco-friendly mindset across our operations and to reducing our carbon footprint wherever possible. We help our brand partners achieve their ESG goals by providing our sustainability and climate management solutions, including green packaging, carbon tracking, and offsetting solutions. As of the Latest Practicable Date, we were one of the few carbon neutral digital solutions providers in Southeast Asia certified by TÜV Rheinland, a trusted global technical inspection association, based on ISO14064-1, ISO14064-2 and PAS2060 standards.

We have established relationships with many global premium brands, such as Lululemon, Estee Lauder, and Shiseido. We are also backed by leading investors, including Alibaba, a global technology conglomerate specializing in e-commerce, cloud computing, digital media and entertainment, payment and financial services, and innovation initiatives, and Gobi Partners, a leading Asia-focused venture capital firm. We believe that our prominent brand partner base and blue-chip shareholder base are testament to our capabilities and prospects.

We have benefited from the rapidly evolving market opportunities in the e-commerce industry and the digital solutions industry in Southeast Asia, and have been able to capture the huge market opportunities with our deep understanding of the needs of various types of brands as well as consumer trends. Our revenue increased from S$85.9 million in 2021 to S$112.6 million in 2022 and further to S$126.6 million in 2023, representing a CAGR of 21.4%. Our revenue continued to increase by 15.7% from S$31.5 million in the four months ended April 30, 2023 to S$36.5 million in the four months ended April 30, 2024. Our gross profit increased from S$23.7 million in 2021 to S$30.6 million in 2022 and further to S$31.7 million in 2023. Our gross profit continued to increase by 20.7% from S$7.9 million in the four months ended April 30, 2023 to S$9.5 million in the four months ended April 30, 2024. Our gross profit margin decreased from 27.6% in 2021 to 27.2% in 2022, and further to 25.1% in 2023, while increased from 25.0% in the four months ended April 30, 2023 to 26.1% in the four months ended April 30, 2024.

Our Business Models

We believe that brands value us for our integrated digital solutions capabilities, ability to offer reliable solutions, vertical expertise, market insights, innovative technologies and solutions, and quick adaptation to the evolving e-commerce market. Depending on different brands' specific

and diversified needs, we provide our solutions to brands under one or a combination of our two business models: the direct-to-brands ("**D2B**") business model and the direct-to-consumers ("**D2C**") business model.

	D2B	D2C
Description	Under our D2B business model, we leverage our Synagie Platform to offer digital solutions to our brand clients to help them manage the full spectrum of their e-commerce business. Our one-stop digital solutions cover primarily digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management, and big data analytics. See "— Our Digital Solutions."	Under our D2C business model, we sell our brand suppliers' products directly to consumers across various e-commerce channels, including online marketplaces such as Lazada, social media channels, and live streaming and live selling platforms.
Customers.	Brands	End consumers
Revenue model . .	Depending on the types of solutions we provide, we charge a fixed service fee and/or a commission-based service fee, calculated based on a percentage of the sales revenue generated by the brand clients empowered by the solutions offered through our Synagie Platform.	Revenue generated from sales of our brand suppliers' products. Our revenue under D2C business model is recognized on a gross basis since under our D2C business model we (i) are a principal and the primary obligor of the sales transactions; (ii) have control of the products obtained from our brand partners prior to the transfer of control of such products to a consumer; and (iii) have discretion in determining the prices of the products we sell.

D2B	D2C
Fee-Per-Sale ("FPS") model	**On-demand inventory model**
We charge our brand clients with an as-agreed percentage of our brand clients' sales revenue, which can range from 12% to 18%, for our one-stop digital solutions. Our Fee-Per-Sale is paid by our brand clients only when our solutions successfully generate sales for brand clients, aligning our economic interest with that of our brand clients.	We mainly operate an on-demand inventory model. We can purchase from brand suppliers any time when needed, allowing us to purchase minimal inventories upfront and keep inventory levels at necessary levels. See "— Our Digital Solutions — Digital Supply Chain Solutions."
Fixed service fee model	
We charge our brand clients with fixed service fees, typically ranging from several thousands to hundreds of thousands of SGD, for our digital solutions on a project basis depending on brands' specific needs.	

The table below sets forth the breakdown of our D2B revenue by revenue model for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Fixed service fee	5,782	37.8	9,411	46.8	10,294	38.6	2,883	42.9	2,866	35.6
Fee-Per-Sale	9,505	62.2	10,680	53.2	16,349	61.4	3,841	57.1	5,193	64.4
Total	**15,287**	**100.0**	**20,091**	**100.0**	**26,643**	**100.0**	**6,724**	**100.0**	**8,059**	**100.0**

OUR STRENGTHS

We believe that the following competitive strengths differentiate us from our competitors and enable us to fulfill our mission and achieve long-term success.

A major and first mover in the digital solutions industry in Southeast Asia

We are a data-driven digital solutions platform in Southeast Asia. We were among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. We are also one of the first movers in the digital solutions industry in Southeast Asia, according to CIC, allowing us to establish a long-term relationship with brands and major e-commerce channels in Southeast Asia.

Our solutions and technological capabilities have been well recognized by major e-commerce channels. We have been appointed as Lazada's regional partner for end-to-end brand store management services in Southeast Asia since 2019, Shopee's regional partner in Southeast Asia since 2021, and TikTok's regional partner for marketing in Southeast Asia since 2023. Our various awards from the major e-commerce channels are also testament to our capabilities and reputation. For example, we were consistently certified as a 3-star Lazada Partner, which is the highest rating. In addition, we were recognized as Lazada Regional Partner of the Year in 2021 and 2022, and as Regional Partner for Excellence in 2023. Our strategic partnerships with these leading e-commerce channels have distinguished us from our competitors in the following aspects: (i) Collaboration. E-commerce channels often refer us, as their strategic partners, to brands or co-pitch with us to brands. They also co-develop promotional events with us on festivals; (ii) Data sharing. E-commerce channels share their data with us so that we are able to build effective seller tools, upgrade marketing solutions, and keep up with market intelligence; and (iii) Joint business planning. E-commerce channels plan business activities together with us and assist with our growth and operations. For example, they will conduct joint monthly business reviews with us to spot issues and advantages in our operations. They will also share their industry insights with us so that we can adjust our strategy in a timely manner.

We believe that our strong relationships with major e-commerce channels, coupled with our technology capabilities and our geographic coverage across all major economies in Southeast Asia, has made us the go-to-partner for brands seeking to capture the rapid growth opportunities in Southeast Asia's e-commerce market. Our brand partners mainly include global brands in the premium fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector, with whom we have well-established relationship.

Our industry recognition position is further evidenced by the awards that we have received. We were awarded Singapore's Fastest Growing Company in 2020, 2023 and 2024 by the Straits Times and the Best eCommerce Fulfillment Award in 2022 by the Asia eCommerce Awards, and were also recognized as Asia Pacific High Growth Companies 2020 by the Financial Times.

Scalable, asset-light business model

Since 2022, we have strategically evolved from an asset-heavy to an asset-light model across various aspects of our operations, which has enabled us to more easily improve our inventory management, scale our business, strengthen our ecosystem of partnerships, and drive revenue growth without the need for tremendous upfront capital investment. Under our D2B business model, as we provide digital solutions to our brand clients in exchange for fixed fee and/or fee-per-sale, we do not have inventory. Under our D2C business model, where we sell brands' products directly to consumers across various e-commerce channels, we mainly operate an on-demand inventory model where we generally purchase minimal inventory upfront as compared to outright purchase models, thus keeping inventory at necessary levels. We generate revenue directly from such sales, and make payment to the brands for purchases of their products only after such orders have been fulfilled.

Our on-demand inventory model enables low inventory risk and reduced capital outlay for upfront inventory purchases. Our brand suppliers are generally willing to facilitate such inventory model as we are able to provide market insights and industry trends to them which are drawn from the data that we collect from the large volume of sales across various e-commerce channels.

In addition, our data-driven inventory management solutions facilitate the generation of inventory performance data to help our brand suppliers forecast demand, identify selling trends and conduct demand-driven production planning.

We also leverage a scalable asset-light digital supply chain network for order fulfillment to consumers under our D2C business model. We do not own any warehouses or delivery vehicles, but instead outsource warehouse, logistics and fulfillment services to our third-party supply chain partners, including for warehousing services and last mile delivery services, and manage the entire logistics and fulfillment process via our Synagie Platform. This enables us to leverage the infrastructure of our third-party supply chain partners to quickly procure additional warehouse space when required and increase our order fulfillment capacity during new product launches or peak periods.

As a result, our asset-light business model, consisting of our on-demand inventory model and third-party digital supply chain network, contributes to our competitiveness against our competitors. By implementing our asset-light business model, we can effectively reduce our upfront capital investments, lower our inventory risks, improve our operating cash position, and achieve better cash conversion cycle, enabling us to operate a more scalable business.

Capable of benefiting from consumer premiumization in Southeast Asia

According to CIC, the market of mass-affluent consumers in Southeast Asia is a significantly underdeveloped market and is the next megamarket for commerce, particularly e-commerce. Southeast Asia's mass-affluent class represents consumers who have liquid assets of between US$100,000 and US$1 million, whose purchasing power has reached a level at which they tend to sharply increase spending on premium goods. According to CIC, Southeast Asia's mass-affluent population is growing faster than the middle class and, by 2030, the mass-affluent market is expected to comprise 137 million people, representing approximately 19% of the total population in the Southeast Asia. The majority of mass-affluent consumers in Southeast Asia are young and savvy, with the ability and intent to upgrade to premium brands within the same product categories. At the same time, they are highly engaged with e-commerce and seek immersive shopping experiences, with digital media and other consumer digital touchpoints having a large impact on their purchasing decisions.

We were among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. As a multi-regional digital solutions provider in Southeast Asia, we believe that we will be very well-positioned to enable our brand partners to capitalize on these consumer premiumization trends. The burgeoning mass-affluent class across the Southeast Asia markets where we are already present affords us the opportunity to establish strategic alliances with new premium brands to facilitate their seamless entry and growth into these markets, as well as engage existing premium brands for additional and more comprehensive solutions of our service offerings. In addition, the consumer premiumization trends in Southeast Asia will enable us to sell more premium brands' products with higher margin, improving our profitability. By collaborating with our brand partners, we have already captured, and will be able to continue to capture, the benefits of consumer premiumization in the Southeast Asia markets. Our capabilities across all major consumer digital touchpoints provide us with significant opportunities to help our brand partners access this growing mass-affluent consumer market in Southeast Asia. The total order volume under our D2C business model increased from 2.2 million orders in 2021 to 2.5 million orders in 2022 and further to 2.8 million orders in 2023, representing a CAGR of 12.8%. The total order volume under our D2C business model remained stable at 0.7 million in the four months ended April 30, 2023 and 2024.

Significant value to and partner of choice for our brand partners

Brands face a variety of challenges in their e-commerce operations and, according to CIC, there is an increasing demand for local digital solutions providers. We are one of the few digital solutions providers that is able to provide end-to-end solutions to brands seeking to operate e-commerce businesses in Southeast Asia, which is fragmented and diverse in terms of languages, culture, and regulatory and tax systems, making it a high entry barrier for new entrants, according to CIC. We believe that we are well-positioned to develop new and maintain existing relationships with brands due to our track record of successful partnerships, commitment to protecting the interests of our brand partners, and our deep understanding of brand and consumer needs, as well as our experience in helping our brand partners navigate the market environment across Southeast Asia's fragmented and diverse e-commerce markets.

We focus on brands with high willingness to pay, which are relatively more selective in their choice of digital solutions providers. Such brands typically have high demand for data and integrated solutions, require a high standard of customer engagement and experience, and plug-and-play ecosystem solutions. Through our comprehensive suite of data-driven digital solutions, multi-regional coverage and all-touchpoints capabilities, we have empowered our brand partners to succeed in the Southeast Asia e-commerce market through efficient technology integration and effective strategic co-planning based on their specific needs. We constantly innovate our service offerings to adapt to changes in industry and consumer trends, which has kept our brand partners and ourselves at the forefront of the digital solutions industry in Southeast Asia. As a result, we believe that we are the best option for these brands with high willingness to pay.

According to CIC, global brands such as our brand partners typically have higher switching costs given the size of their organization and overall business, and are therefore more inclined to stick with a single solutions provider over the years. We believe that we have established relationships with our brand partners and seek to continue to maintain and deepen our engagement with them over the lifecycle of the client relationship. As a result of our sticky business relationship with and deepened collaboration with our brand partners, we are typically able to advance from offering single or limited solutions to providing comprehensive or multiple solutions to our brand partners, and from serving brands on a single channel to omni-channels. In addition, the reputation of trust that we have established among our network of brands has led to a steady flow of new brand partners through referrals.

Further, there is increasing pressure from consumers and governments for brands to adopt sustainable and carbon friendly processes. We are one of the few digital solutions providers in Southeast Asia that has achieved carbon neutrality with the ability to help our brand partners calculate their carbon footprint and neutralize the excess carbon emissions for every online order

that we process, according to CIC. Through our carbon friendly packaging, carbon tracking and offsetting solutions, we help our brand partners achieve their ESG goals, further cementing our position as a compelling partner of choice.

Strong technology capabilities facilitating a unified and smooth consumer experience across all touchpoints

The scale and sophistication of our Synagie Platform, which is our core technology stack, rely on the data and insights we have accumulated since our founding. Our robust technology stack is fully integrated and readily scalable to help brands adapt to evolving market trends and consumer behaviors. Our technologies are able to connect with the back-end systems of our brand partners, integrate their operations across consumer digital touchpoints, and collect and analyze data throughout consumers' e-commerce journey, including from passive viewing of pushed content to active searches on the internet, as well as from purchase transactions to post-purchase content sharing.

Over approximately ten years of our operations across all the major e-commerce channels in Southeast Asia, we have collected and processed over one billion data points and accumulated a large data lake with a cloud-hosted data warehouse, allowing us to leverage flexible and extendible technologies, such as cloud computing and artificial intelligence to power our data analytics capability. Our data analytics provide our brand partners with a real-time visualized overview of their business, and help us identify trends and needs, and forecast and plan demand. This creates a virtuous cycle where more big data collected through consumer interactions enables brands to conduct better consumer targeting and achieve higher sales volume, which then provides us with more consumer data.

Our Synagie Platform is the core of our technology infrastructure that helps brands manage all aspects of the e-commerce value chain, from digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management, to big data analytics. We also offer big data-driven digital marketing solutions, enabling brands to generate targeted content and promotions to help improve marketing precision and efficiency, acquire increased target traffic and conversion, and achieve better sales results. Further, our inventory management technology allows our brand partners to generate SKUs tailored for different countries and demographic groups, which facilitates the generation of useful inventory performance data to help forecast demand, identify selling trends and conduct demand-driven production planning. Through our Synagie Platform, our brand partners are able to easily access the valuable insights generated from the big data we have processed. By utilizing

these insights to enable smart data-driven decision-making, we not only facilitate greater operational efficiency for our brand partners but also help provide consumers with a more unified and smoother e-commerce journey when interacting with the brands.

While e-commerce has significantly disrupted traditional retail business, we believe that our technology capabilities have, in turn, disrupted the traditional e-commerce space. We are committed to innovation and are continuously exploring ways to incorporate new technologies into our Synagie Platform to be able to offer our brand partners more efficient solutions.

Experienced management team backed by blue-chip investors

Our co-founders and Executive Directors, Mr. Clement Lee, Ms. Olive Tai and Ms. Zanetta Lee, each has an average of over 15 years of experience and deep industry knowledge in retail, commerce and marketing. Mr. Lee has accumulated extensive experience in marketing and business development, brand development and management by holding senior management positions such as marketing director, chief brand officer and chief executive officer in various companies in different industries. Ms. Tai worked for Johnson & Johnson and Watsons for about 16 years and was responsible for channel development, strategic planning and trading. Ms. Lee had served as the head of corporate development at the Target Group and a manager at the regional Southeast Asian office of Mercedes Benz where she was responsible for strategy and business development. Their expertise, together with our key management team, has been instrumental in our growth and transformation into a multi-regional digital solutions provider across Southeast Asia. Under their leadership, we have established a unique scalable business model that can flexibly adapt to the evolving landscape of technology and gives us an advantage in our data analytics capabilities.

We also benefit from the support of reputable shareholders. Our controlling shareholder is Alibaba, the world's largest digital retail business in terms of GMV for the 12 months ended March 31, 2024, according to CIC, which has been actively expanding its e-commerce and logistics business across Southeast Asia. We are also backed by Gobi Partners, a leading venture capital firm that invests in emerging and underserved markets across Asia. Our blue-chip shareholder base is a testament to our capabilities and prospects.

Furthermore, we also expect to benefit from the SPAC Promoters' preeminent network of relationships and resources. The SPAC Promoters, Dr. Chan and Ms. Tsang, have played very substantial roles in the development and innovation of Hong Kong's financial services industry. In particular, Dr. Chan chaired the investment committee of the LTGP of the HKMA, responsible for approving each private equity mandate and co-investment project. He has developed a strong network of close relationships with regulators, senior executives, founders, and investors in the banking, private equity and capital markets industries in Hong Kong and mainland China as well

as internationally. Ms. Tsang is a leading figure in the banking industry and, during her 22 years as a senior banker, she successfully initiated and executed several notable mergers and acquisitions for financial institutions, including the establishment of China Bohai Bank and the pre-IPO investment in the Agricultural Bank of China. Ms. Tsang has sat and currently sits on the boards of a number of leading companies listed in the US, UK and HK, including global investment fund, Fortune 500 commercial bank and multi-national consumer goods producers.

OUR MARKET OPPORTUNITIES

We operate in the e-commerce market and the digital solutions market in Southeast Asia. The e-commerce market in Southeast Asia is expected to continue robust growth driven by strong economic growth, a large proportion of young population, the increasing number of mass-affluent individuals, and high internet penetration of this region, which has laid a solid foundation for and will boost the growth of the digital solutions market in this region. The size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023, and is expected to further increase at a CAGR of 15.4% from US$160.9 billion in 2024 to US$285.0 billion in 2028.

The digital solutions market in Southeast Asia has experienced rapid growth in recent years and is expected to continue growing. Furthermore, as the number of brands entering the Southeast Asia market and the number of products offered by each brand continue to increase, the cost for brands to establish an in-house digital solutions operations department is escalating. Brands can effectively reduce costs while increasing overall sales by outsourcing their digital solutions operations instead. Moreover, since consumer preferences vary across different regions in Southeast Asia, digital solution providers with diverse data from different touchpoints and local expertise are in a better position to accurately analyze market trends and provide effective solutions for brands. The size of the digital solutions market in Southeast Asia increased at a CAGR of 50.6% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 21.4% from US$0.8 billion in 2024 to US$1.7 billion in 2028.

In addition, Southeast Asia has attracted and is expected to continue to attract significant investments and businesses from the globe. For example, China's exports to Southeast Asia increased at a CAGR of 10.4% from US$319.1 billion in 2018 to US$524.3 billion in 2023; and the United States' export to Southeast Asia increased at a CAGR of 4.6% from US$85.8 billion in 2018 to US$107.2 billion in 2023. In particular, half of the top ten of China's cross-border e-commerce partners in terms of export volume were Southeast Asian countries in 2022. Southeast Asia has become an important growth area for China and the United States' cross-border e-commerce exports. In the future, an increasing number of international brands are expected to

enter the e-commerce market in Southeast Asia. As a result, digital solutions providers in Southeast Asia expect to benefit from the opportunities arising from the growth in e-commerce and the value-added solutions in this region.

OUR STRATEGIES

We intend to achieve our mission and further solidify our leadership position by focusing on the following strategies.

Continue to expand our brand partner network, and develop new commerce channels

We believe that establishing and nurturing strong relationships with our existing and potential brand partners, as well as with online marketplaces and other e-commerce channels where we market and sell brands' products, are crucial to our long-term success.

We intend to leverage our strong foundation of having served over 600 brand partners during the Track Record Period to continue to expand our brand partner base. We have primarily grown our base of brand partners through word-of-mouth marketing by our brand partners to other brands, which has allowed us to acquire new brand partners at relatively lower cost. We intend to continue to deepen our relationships and increase "stickiness" with our existing (including newly acquired) brand partners, by continuing to provide them with relevant and effective digital solutions, so as to have their word-of-mouth referrals to other brands, thereby expanding our brand partner network. In particular, we intend to grow the base of our Chinese brand partners, which are looking to expand their cross-border sales or overseas presence in Southeast Asia, by leveraging our track record and the network resources of our strategic partners, such as Alibaba and the SPAC Promoters.

We believe that our capabilities across all digital touchpoints is an important value proposition to our brand partners. The e-commerce channel space is constantly evolving, as evidenced by the recent rapid rise of live streaming and the increasing popularity of TikTok in Southeast Asia and globally. We intend to continue to keep pace with such developments, so as to allow us to continue to strategically develop relationships with new commerce channels and utilize these channels to expand our market reach, engage with a broader spectrum of consumers, and grow our business under both our D2C and D2B business models.

Execute on-demand inventory model at full scale

Operating our D2C business model utilizing an on-demand inventory model has allowed us to eliminate capital outlay for upfront purchases of inventory from brands and minimize inventory risk. We intend to significantly scale up sales through the on-demand inventory model by working

with more existing and newly acquired brand partners to sell their products on this basis, which we believe will allow us to achieve economies of scale and achieve stronger financial performance in future periods.

Invest in and continue to adopt advanced technology and AI

We are devoted to innovation and plan to continuously innovate and invest in our technology, which we believe is the backbone of our D2C and D2B business models, so as to allow us to maintain and strengthen our market position. We plan to upgrade our technology stack, including in the areas of machine learning, AI process automation, and demand forecasting, which we believe will allow us to further automate and standardize key processes in our daily business operations, such as online store set-up, daily store operations and sales fulfillment. We also intend to continue to leverage the proven, market-tested technology from our controlling shareholder, Alibaba, which we believe will enhance our technological capabilities, lead to enhanced cost efficiency, and reduce our operating expenses.

Enhance and expand our smart digital supply chain network

Data is still one of the core challenges for our supply chain management, where millions of data points are generated from various service providers, such as warehouse, logistics and fulfillment service providers, across our supply chain each year, and the fragmentation of data impedes the creation of a holistic view of our entire supply chain. We believe that a "smart" digital supply chain network, powered by next generation technologies such as big data and machine learning, is the new paradigm which enables brands to have full visibility, transparency and traceability across their entire value chain.

We are committed to enhancing our smart digital supply chain capabilities that can create a more agile and responsive supply chain. We intend to continue to invest in new technologies and collaborate with third-party supply chain solution providers, leveraging our data lake and data analytics, to drive value creation and cost reduction and improve mission critical processes for our supply chain management.

Growth through mergers and acquisitions and strategic investments

We expect that Southeast Asia's digital solutions market will go through further industry consolidation and we believe that we are well-positioned to capitalize on these industry consolidation opportunities. We plan to selectively pursue investments in, or merging with, and acquisitions of companies operating in our ecosystem, including (i) digital solutions companies, which could potentially allow us to expand our market share, brand and geographical coverage, (ii)

supply chain solution providers, which could bring strategic advantages and add value to our digital supply chain network processes, and (iii) technology or media companies, which could provide us with access to new technologies, broaden our consumer reach, and bring financial returns.

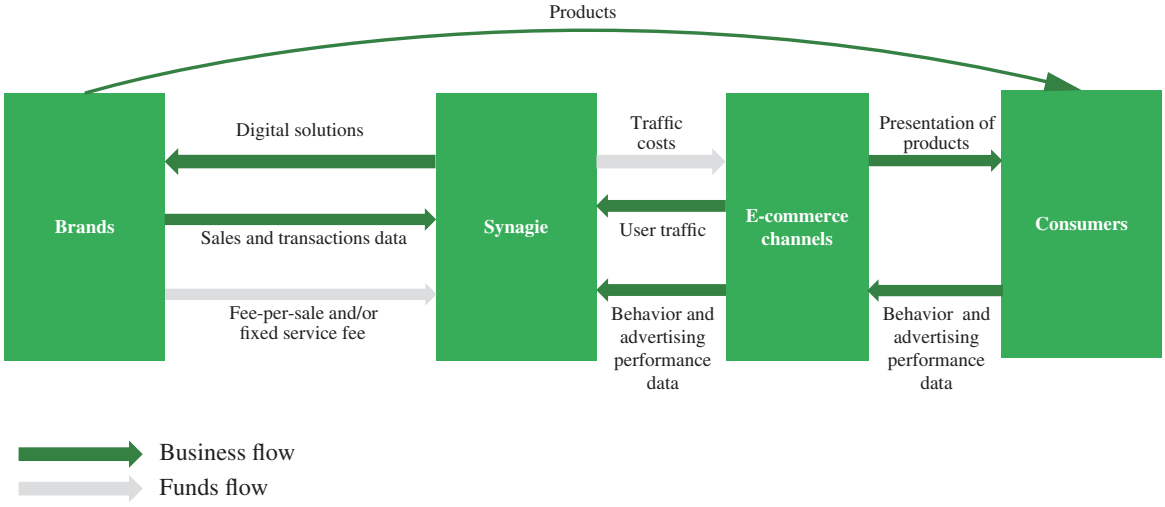
OUR BUSINESS MODELS

By proactively adapting our business models to the emerging trends in the digital solutions industry and the e-commerce industry, we have developed a unique proprietary platform with two-sided customers and virtuous cycles through our synergistic D2B and D2C business models.

D2B Business Model

Under our D2B business model, we provide comprehensive digital solutions to help our brand clients manage all aspects of the e-commerce process and create a unified experience for consumers throughout the entire consumer journey, including commerce management, customer relations and engagement, digital supply chain, demand planning, carbon management, big data analytics and business insights. Our solutions address key pain points in e-commerce, such as integrating and managing orders across various digital touchpoints which enables our brand clients to manage product catalogs, optimize inventory, process orders, and acquire more engagement with consumers. We generate revenue directly from our brand clients under this model through a unique and efficient pricing model, comprising (i)_ a "Fee-Per-Sale" model for our one-stop digital solutions, calculated based on an as-agreed percentage of our brand clients' sales revenue empowered by our digital solutions and/or (ii) a fixed service fee model for our digital solutions on a project basis depending on brands' specific needs.

The diagram below illustrates our D2B business model:



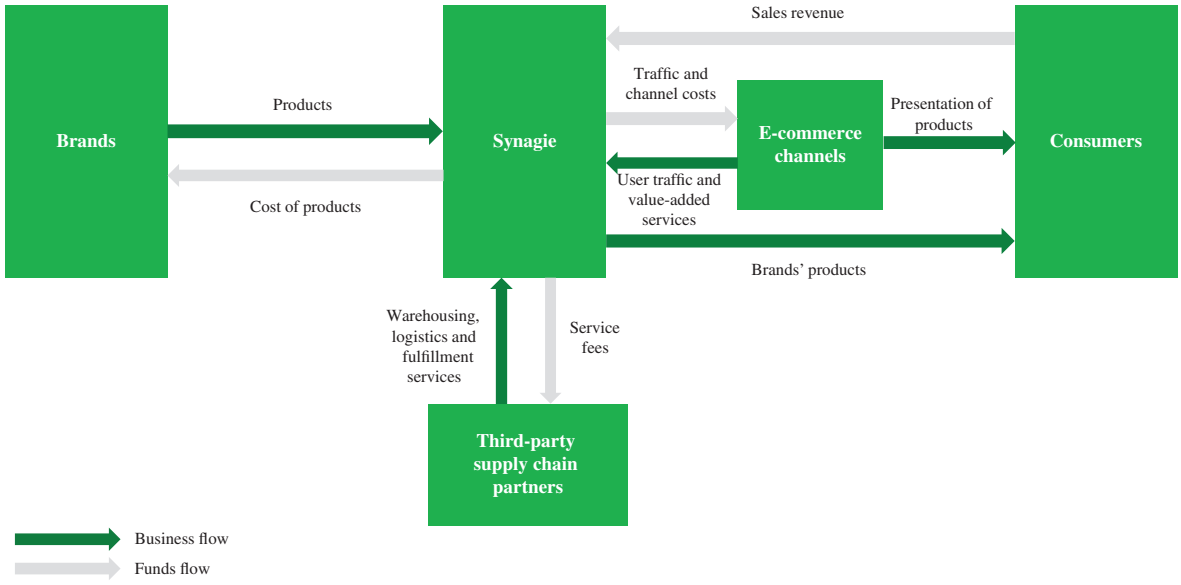
D2C Business Model

Under our D2C business model, we purchase products from brands and sell them directly to consumers through online stores owned by us and operated under the name of our brand partners across various digital touchpoints. Therefore, consumers are deemed as our direct customers and brands are deemed as our suppliers under our D2C business model. Our brand partners rely on us to sell their products as we have the local licenses or permits required for local e-commerce business operations, which our brand partners might not have in certain regions. We have title to the products we sell, assume all the related risks until the confirmation of receipt of products by consumers, have the right to set prices either solely or jointly with brands, and carefully select reliable brands for our D2C business model, taking into consideration their competitiveness, industry reputation, their products' popularity, financial position, track record, and long-term potential. We generate revenue from the sales of our brand suppliers' products and pay our brand suppliers for purchasing their products under this model. Our revenue under D2C business model is recognized on a gross basis since under our D2C business model we (i) are a principal and the primary obligor of the sales transactions; (ii) have control of the products obtained from our brand partners prior to the transfer of control of such products to a consumer; and (iii) have discretion in determining the prices of the products we sell.

We have strategically adopted an asset-light inventory approach under our D2C business model since 2022, mainly operating an on-demand inventory model. Under this model, we can purchase from brand suppliers any time when needed, allowing us to purchase minimal inventories upfront and keep inventory levels at necessary levels.

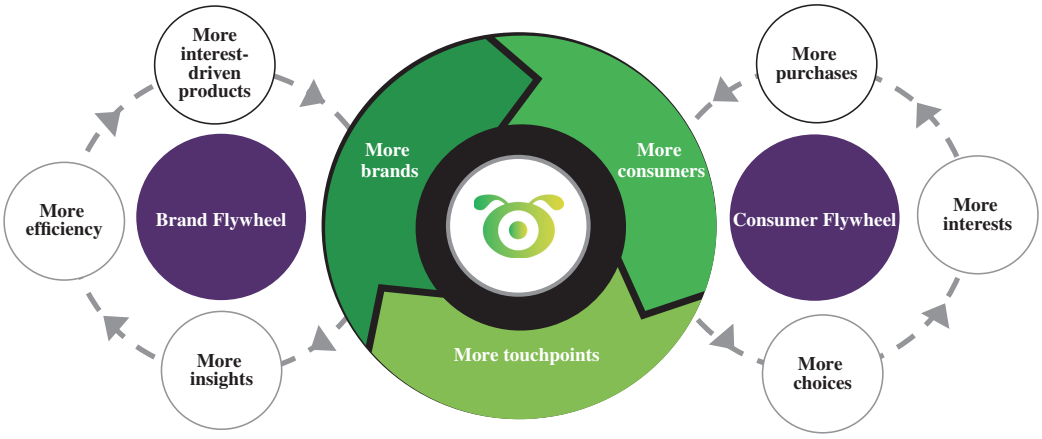
Our D2C business model also leverages our scalable asset-light digital supply chain network, where we do not own any warehouses or delivery vehicles but instead engage with third-party supply chain partners and manage the entire fulfillment process covering warehouse, logistics and handling via our Synagie Platform. This enables us to leverage the infrastructure of our third-party supply chain partners to quickly procure additional warehouse space when required and increase our order fulfillment capacity during new product launches or peak periods.

The diagram below illustrates our D2C business model:



We leverage our technology platform and big data lake collected from consumers across a wide array of digital touchpoints to transform consumer interests into real-time market insights and industry trends for our brand partners. Through such insights, we empower our brand partners to improve marketing precision and efficiency, make data-driven decisions, enhance overall performance, achieve better sales results, and anticipate and satisfy consumers' evolving needs, including enabling them to design products with higher market acceptance, tailor manufacturing processes toward demand-driven products and thereby lower costs, optimize supply chain and logistics functions through demand forecasting and planning, and create personalized marketing content. Thus, our D2B and D2C business models inform and reinforce each other, creating a virtuous cycle.

The diagram below illustrates the flywheels of our twin engine business models:



The flywheel of our twin engine business models is driven by our two interconnected business segments that work synergistically to strengthen and accelerate our organic growth over the time:

Brand flywheel. The more consumer insights we provide to brands, the better they can optimize their operations across marketing, supply chain, and manufacturing to produce and customize products based on consumer interests and to drive their sales.

Consumer flywheel. The more customized products brands offer, the more choices consumers have, which in turn depicts a profile of consumer interests and stimulates purchases.

Synagie flywheel. The more consumers buy, the more touchpoints we cover, which in turn increases the data we can collect and the insights we can provide, attracting more brands to use our solutions.

The table below sets forth the breakdown of our revenue by business segment for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
D2B	15,287	17.8	20,091	17.8	26,643	21.0	6,724	21.3	8,059	22.1
D2C	70,646	82.2	92,556	82.2	99,952	79.0	24,781	78.7	28,395	77.9
Total	**85,933**	**100.0**	**112,647**	**100.0**	**126,595**	**100.0**	**31,505**	**100.0**	**36,454**	**100.0**

Key Operating Metrics

The table below sets forth key operating metrics under each of our business models for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
Revenue-to-staff (S$'000)	238.7	277.5	330.5	76.3	96.4
D2B					
Number of active brand stores served[(1)]	299	324	350	335	357
Net change in the number of brand stores served	34	25	26	11	7
Number of brand clients served	154	170	82	64	84
Key brand client retention rate (%)[(2)]	100.0	91.7	90.9	90.9	100.0
Revenue coverage of key brand clients (%)	76.9	73.5	84.2	86.9	86.7
Average D2B revenue per active brand store served (S$'000)	51.1	62.0	76.1	20.1	22.6
Range of FPS	12%-18%	12%-18%	12%-18%	12%-18%	12%-18%
Range of fixed service fee (S$)	1,000-50,000	1,000-110,000	1,000-100,000	1,000-90,000	1,000-120,000

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
D2C					
Number of online visitors (million)	41.3	52.5	58.7	17.2	16.7
Number of consumers (million)	0.8	0.8	1.1	0.3	0.4
Average consumer conversion cost (S$)[3]	6.0	9.5	7.5	7.3	5.9
Consumer conversion cost as a percentage of revenue (%)	6.7	8.4	8.1	9.2	7.9
Consumer conversion rate (%)	1.9	1.6	1.8	1.8	2.2
Average D2C revenue per consumer (S$).	89.6	113.3	92.5	80.1	75.6

Notes:

(1) Active brand stores are brand stores that either have more than 100 orders annually or a pro-rated order volume exceeding 100 annually for periods less than a year.

(2) Key brand clients are the brand clients that have annual revenue contribution of more than S$150,000, which was approximately the average annual D2B revenue contributed by our brand clients during the Track Record Period. The key brand client retention rate is calculated by dividing the number of our existing key brand clients in the immediately preceding period which remain as our key brand clients in the current period by the number of our existing key brand clients in the immediately preceding period and multiplied by 100%.

(3) Average consumer conversion cost is the costs primarily incurred for digital marketing and content production to attract and convert online visitors to consumers across e-commerce channels, which is calculated by dividing total consumer conversion cost by the number of consumers in each period.

Our revenue-to-staff had a general increasing trend during the Track Record Period, reflecting our strong revenue-making capability.

The number of active brand stores we served had a general increasing trend during the Track Record Period, reflecting our efforts to continuously grow our business under our D2B business model, in line with the increasing growth of our revenue under D2B business model during the Track Record Period. In addition, during the Track Record Period, we continued to onboard new brand stores, reflecting our continuous efforts to further grow our D2B business.

The number of active brand clients served increased from 2021 to 2022 but decreased significantly in 2023, primarily due to the completion of the Multi-Channel E-Commerce Platform Program ("**MEP**") in October 2022, which was initiated by the Singapore government. As the MEP solutions partner, we onboarded more than 100 small- and medium-sized enterprises ("**SMEs**") to enable them to list and sell their products on multiple e-commerce platforms, and our solutions fees were subsidized by the Singapore government. After the completion of the MEP in October

2022, solutions for these SME brands were discontinued as the government subsidies ceased. Nevertheless, the decrease in the number of brand clients served did not have any adverse impact on our revenue during the Track Record Period as most of our revenue was contributed by our key brand clients.

Our key brand client retention rate remained at a high level of above 90.0% during the Track Record Period, reflecting our strong relationships with our brand clients and their stickiness with us.

Our average D2B revenue per active brand store served increased significantly during the Track Record Period, primarily because our digital solutions enabled our brand partners to increase their sales, resulting in more service fees paid to us.

The number of online visitors had a general increasing trend from 2021 to 2023, in line with the growth of our D2C business. The number of online visitors remained relatively stable at 16.7 million in the four months ended April 30, 2024, as compared to 17.2 million in the four months ended April 30, 2023.

Our average consumer conversion cost (in absolute amount and as a percentage of revenue) increased from 2021 to 2022, primarily due to the removal of lockdown and other restrictions in 2022 post COVID-19 when consumers started to resume offline shopping and reduced online shopping, leading us to enhance our marketing efforts to engage with consumers. Our average consumer conversion cost (in absolute amount and as a percentage of revenue) decreased from 2022 to 2023 and from the four months ended April 30, 2023 to the four months ended April 30, 2024, primarily due to the stabilization of consumers' online/offline shopping habits post COVID-19 and the effectiveness of our enhanced marketing efforts in 2022.

Our consumer conversion rate had a general increasing trend during the Track Record Period, except in 2022. The decrease in consumer conversion rate in 2022 is primarily due to the decreased consumer conversion rate in Singapore, as a result of the removal of lockdown and other restrictions in 2022 post COVID-19 when consumers started to resume offline shopping and reduced online shopping.

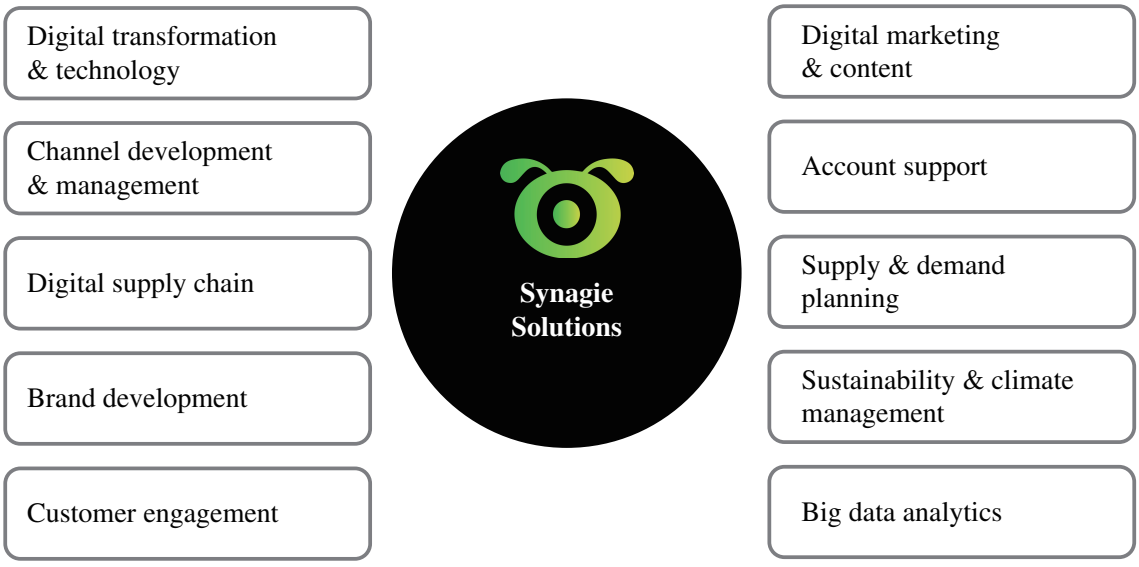
Our average D2C revenue per consumer increased from S$89.6 in 2021 to S$113.3 in 2022, primarily due to an increase in the volume of premium brand products we sold in 2022. Our average D2C revenue per consumer decreased from S$113.3 in 2022 to S$92.5 in 2023, and from S$80.1 in the four months ended April 30, 2023 to S$75.6 in the four months ended April 30, 2024, primarily due to lower product sales in Singapore which led to a decrease in the number of orders per consumer. The product sales decreased in Singapore primarily because many brands

required an outright purchase model in Singapore where we would need to purchase more inventories upfront, while we strategically changed to the on-demand inventory model under our D2C business since 2022.

OUR DIGITAL SOLUTIONS

Our proprietary Synagie Platform provides data-centric, end-to-end digital solutions across all aspects of the e-commerce value chain from digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management to big data analytics. To meet the diversified and evolving needs of each brand partner, we integrate a comprehensive suite of such digital solutions into our Synagie Platform, allowing us to flexibly customize our solutions. By leveraging our Synagie Platform to achieve multi-channel integration and digital transformation and innovation, we help our brand partners to solve their business pain points, improve their productivity and scale their businesses.

The diagram below illustrates our digital solutions:



Digital Transformation and Technology Solutions

We help our brand partners build, upgrade and manage their sales channels through our multi-channel integration solutions and digital transformation and innovation solutions, enabling a smooth and effective operating framework for their e-commerce businesses.

Our multi-channel integration solutions allow our brand partners to efficiently manage and operate their official online brand stores across multiple channels using our Synagie Platform. Our brand partners can either engage us to manage the full spectrum of their e-commerce business or manage their online or offline store operations and sales by themselves using our Synagie Platform. Depending on our brand partners' needs, we can also assign a dedicated in-house operations team that closely monitors and is responsible for all sales activities and day-to-day maintenance of their online brand stores. In addition, we negotiate product pricing, marketing support and joint promotions for product launches on behalf of our brand partners with online channels.

Our digital transformation and innovation solutions consist primarily of systems integration solutions and online management solutions. Our systems integration solutions help our brand partners to integrate their enterprise applications, data and APIs. Our online management solutions help our brand partners to set up and manage their websites or online stores by providing services including website configuration and management, validation, testing and deployment, and hosting and technical support services.

Channel Development and Management Solutions

We provide our brand partners with a series of channel development management solutions, including product visibility, merchandizing design solutions, merchandizing operations solutions, and new channel development.

Our merchandizing design solutions include primarily store design and creation, product information management, and merchandizing optimization. With our specialized expertise in web design and a deep understanding of consumers' online shopping habits, we are able to assist our brand partners in successfully establishing online brand stores. Therefore, our merchandizing solutions can improve consumers' online shopping experiences, which in turn help brand partners achieve optimal brand promotion and sales performance.

Our merchandizing operations solutions primarily provide account health assessment and experience sharing to our brand partners. On our Synagie Platform, we meticulously provide reports, dashboards, and analytics related to product listing, fulfillment, business health, and service standard, enabling our brand partners to assess their online store operations from various aspects.

In addition, we provide new channel development solutions to assist brand partners in setting up curated concept stores and developing a comprehensive channel strategy. The strategy covers everything from entry to expansion, hyper-localization, and harmonization.

Digital Supply Chain Solutions

Through an efficient third-party supply chain and fulfillment network, we deliver brands' products regionally and globally. On our Synagie Platform, we offer multi-channel order management solutions, including order management, returns and refunds management, and service recovery management, to ensure a unified, smooth customer experience across all sales channels.

We also offer extensive warehousing and delivery solutions through our third-party fulfillment network, covering delivery, customs clearance, and shipment tracking.

In addition, we offer a variety of value-added services, such as order overview, delivery status track, fulfillment and operational performance dashboards, automated smart warehousing, packaging management, and delivery checkout options. These value-add services are designed to provide our brand partners with an efficient and effective order fulfillment process.

Brand Development Solutions

We optimize sales promotions and campaigns of our brand partners to enable targeted and efficient marketing activities, by providing key account management, sales performance analysis, and business planning solutions, to help our brand partners better achieve their business goals.

Our key account management solutions consist primarily of consumer relationship management, product assortment management, and promotion and campaign design. Sales performance analysis solutions primarily focus on commercial capability assessment of our brand partners, where we provide (i) sales performance reports; (ii) product, pricing, and promotion scorecards; (iii) product pricing and promotion tiering strategies; (iv) product demand analysis; and (v) profit or loss modeling. We also provide brand partners with business planning solutions that provide strategic plans based on the operational data and our expertise to improve our brand partners' sales performance.

Customer Engagement Solutions

We are committed to delivering an exceptional customer experience and ensuring customer satisfaction by providing customer service management.

Our customer engagement solutions focus primarily on customer engagement, hotline management, post-sales, and quality audit and assessment. Specifically, we help our brand partners to manage customer engagement through services such as consumer retargeting to re-engage customers and data analytics to forecast future customer behavior. We also help brand partners set up hotlines to handle a wide array of matters, such as returns and exchanges. Our Synagie

Platform contains functions of chat and comments, messages and emails, feeds and posts, and chatbots for consumers to provide feedback and enquiries, which we can analyze to conduct quality audit and assessment of our brand partners' products and services.

Digital Marketing and Content Solutions

We offer our brand partners a holistic suite of digital marketing and content solutions, including primarily performance marketing, targeted marketing, content marketing, and creative design.

We assist our brand partners in placing digital advertisements across a variety of marketplaces and social media platforms, through our Synagie Platform where our brand partners can review the results of the marketing activities. Our digital marketing solutions include seeding and sponsoring KOLs, marketing across various social media platforms, community outreach, and live performance production and management to attract more consumers and promote our brand partners and their products. We also offer content development solutions for our brand partners where we produce an entire marketing campaign or short video content from concept, design to production either using our experienced in-house team or by working with a third-party service provider. We also help our brand partners produce and manage their live streaming content and live selling events on live streaming and live selling platforms.

Account Support Solutions

We provide account support, including transaction management, transaction settlement, and account management, to facilitate our brand partners with convenient and reader-friendly sales report.

Our Synagie Platform generates consolidated transaction reports and income statement reports covering all the sales channels of our brand partners, making it easy for brands to assess their overall sales performance. We also provide transaction reconciliation reports and dispute management solutions. If required, we can also help our brand partners understand the complex logic associated with channel transactions, commercial accounting, and mapping of channel and commercial accounting to enable our brand partners make informed decision of their sales goals. In addition, our Synagie Platform has an automated account closing dashboard that allows our brand partners to easily access scheduled reports.

Supply and Demand Planning Solutions

We have created a comprehensive suite of supply and demand planning solutions aimed at streamlining e-commerce inventory for our brand partners. These solutions encompass inventory and stock management, supply and demand management, and supply chain optimization solutions.

For our inventory and stock management solutions, we primarily provide inventory reports covering inventory status, valuation, replenishment, movement, aging, inventory reconciliation and investigation. For our supply and demand management solutions, we leverage our big data analytics technology to conduct data analytics based on the data we collect from the sales of our brand partners' products to forecast supply and demand for our brand partners and help them manage product replenishment at the right time and placement based on demand and projected sales. Further, we constantly analyze the accuracy of our forecasts to better assist our brand partners optimize sales and operations planning, as well as slow moving and obsolete inventory.

Sustainability and Climate Management Solutions

We enable carbon neutral e-commerce by measuring, reducing and offsetting carbon emissions for every online order that is processed via our Synagie Platform and fulfilled by our digital supply chain network. We measure and reduce the carbon footprint and climate impact of every online order we process, from product packaging, warehouse and energy consumption to cross-docking and last-mile delivery, and offset the residual carbon emissions using only Verra or Gold Standard carbon credits, two of the world's most well-known certifier of voluntary carbon offsets.

We also operate a green digital supply chain network where we provide eco-friendly packaging solutions for our brand partners to significantly reduce the carbon emissions associated with the delivery and shipping of their products. In particular, we can enable green delivery option for consumers to choose at checkout and use eco-friendly packaging that is biodegradable and/or reusable. We were certified as a carbon neutral digital solutions provider in 2022 by TÜV Rheinland for achieving 100% neutralization of residual carbon emissions for our business.

Big Data Analytics Solutions

Our Synagie Platform collects data and insights when consumers browse or shop online through e-commerce channels and other digital consumer touchpoints, which are in turn processed into actionable data to help our brand partners make critical decisions affecting their business operations, such as identifying local consumer behavior and adjusting to local consumers' preferences. We provide insights to our brand partners based on the data collected from the significant international traffic on our e-commerce channels and the transactions facilitated by us.

We provide dashboards and reports, customized analytics solutions, and data management solutions to our brand partners to facilitate their growth and success, based on the data we collect from the sales and operations on behalf of our brand partners. In particular, the dashboards and reports we offer on the Synagie Platform include information on various sales metrics, traffic and consumers, store operations, and inventory and fulfillment, which are critical to our brand partners' businesses. We also provide comprehensive analytics solutions to help our brand partners gain insights and make better business decisions. In addition, our data management solutions help brand partners process and organize data throughout its lifecycle, from data warehousing, mining, governance, integration and quality management to cloud-based big data services.

OUR DATA-CENTRIC PLATFORM

Overview

Technology is in our DNA and vital to our success and continued growth. Our digital solutions use data analytics to drive consumer engagement and order volumes through our Synagie Platform to boost our revenue with minimal increase in operating costs. We use our technology to process data that allows us and our brand partners to better understand consumers and anticipate their ever-changing demands. Our data lake drives the key engines of our and our brand partners' operations such as marketing and supply chain, creating a significant competitive advantage in increasing consumer engagement and sales. We believe that such data-driven approach is what differentiates us from competitors and why our brand partners choose to work with us.

Our robust technology stack is fully integrated and readily scalable to support our digital solutions operations and those of our brand partners. We created and launched the first version of our Synagie Platform in 2016 to address the challenges that businesses would face for selling in a multi-channel online environment, such as order integration across various e-commerce channels, precise digital marketing, and logistics and fulfillment management. Our Synagie Platform has since evolved into a data-centric platform with a large data lake that we have acquired over the years that is capable of providing real-time data analytics and converting raw data that we capture from all the digital consumer touchpoints that we cover into business insights. Our aim is to harness advanced technology to simplify complex e-commerce process for brands and consumers by providing integrated, end-to-end solutions. Our Synagie Platform is built and constantly upgraded to acquire and process a large volume of data from the touchpoints or channels that we are integrated with and fulfill large order volumes via our digital supply chain network across the countries that we operate in.

Our Technology Infrastructure

We have and will continue to dedicate a significant amount of time and resources to developing our Synagie Platform, which is our proprietary, cloud-based system built on an open architecture and primarily powered by real-time big data analytics and cloud computing.

Our Synagie Platform is a cloud-based platform built on a modular implementation model, with open API, which eases integration with our brand partners' back-end systems and new online marketplaces and implementation of new technological modules. This enables us to serve brand partners from different industries, customize solutions for new brand partners effectively, and integrate with new e-commerce channels based on the specific requirements of each industry.

In addition, our Synagie Platform provides a security architecture that includes access management tools, security capabilities, encryption and network security that is certified in accordance with ISO 27001. Our data is secured via an encryption system which prevents anyone who might have physical access to the underlying files from accessing the data. Data backup is similarly encrypted and stored on the cloud.

Big Data Analytics & Visualization

Our real-time big data analytics and visualization engine form the core of our Synagie Platform. Our technology is capable of analyzing raw data and converting them into a readable and actionable format. The visualization of data is presented in the form of interactive charts or downloadable reports and provides instant analytics on, among others, operational costs, consumer behavior, geo-location sales, profit margins and key business indicators such as total order volume, number of consumers, percentage of canceled orders, and percentage of returned orders. Our Synagie Platform is capable of processing vast amounts of disparate data from all e-commerce channels, fulfillment processes and consumer digital touchpoints in real time and convert the data into actionable data for brand partners to make better business decisions or grow their business.

Owing to our first mover advantage, as of April 30, 2024, we had processed over one billion data points from all consumer digital touchpoints across the markets we operate in. Our Synagie Platform can capture and track consumers' interactions with brands and their products through online marketplaces such as Lazada, social media channels, and self-managed online brand stores utilizing platforms. We are able to analyze "ready-to-use" data collected from these interactions and transform this data into actionable brand insights. These insights are expanded every time a potential consumer enters an e-commerce channel or interacts with a digital touchpoint, allowing us to gather additional data points along the purchasing journey. In addition, our data analytics skills allow brands to make data-backed decisions including with respect to choosing the most optimum marketing tools (e.g., KOL marketing, live streaming or advertisements) for their

products. Thus, our data-driven solutions can provide brands with insights into their sales, traffic, customer engagement, product inventories and pricing information across e-commerce channels so that our brand partners can make well-informed decisions to achieve their business targets. This creates a virtuous cycle where more big data collected through consumer interactions enables brands to conduct better consumer targeting and achieve higher sales, which then provides us with more consumer data.

THE NEW CONSUMER JOURNEY AND OUR MULTI-TOUCHPOINT CAPABILITIES

Our New Consumer Journey

As consumers in Southeast Asia become increasingly online-savvy, they expect seamless, personalized, relevant, and convenient e-commerce experiences across all touchpoints. If consumers are not satisfied with their experience, they may abandon a brand in favor of another brand that meets their needs. This has become the new digital consumer journey, encompassing the entire process from first noticing a product to purchase and retention. This journey combines all the touchpoints at which a consumer interacts with a brand, which collects data, transactional information, browsing patterns and customer service interactions. The different stages of the digital customer journey include:

- ***Awareness.*** This is the moment when consumers notice a product. Awareness can come from a variety of touchpoints, such as social media and word-of-mouth referrals from friends, influencers and brand advocates, search engine suggestions, advertisements, marketing emails, blogs, text messages, apps, loyalty programs and affiliate marketing.

- ***Consideration.*** This is the stage where consumers show interests in what they see, and they start considering and researching products. They may conduct research online, interact with chatbots or customer service agents, sign up for free trials, and check out reviews and testimonials.

- ***Purchase.*** When shopping online, consumers add the product to their shopping cart on the appropriate channel, check to see if they qualify for free shipping, apply a discount for upselling or cross-selling, choose an electronic payment method, check out, and leave a review after their order is delivered.

- ***Experience.*** This stage includes brand's digital presentation, encompassing content to image across all channels, the range of products available, the presentation of product information, and the fulfillment of orders, including shipping and delivery, tracking, online support, assisted customer service chat, warranties, and social media interactions.

- ***Loyalty.*** Loyalty programs, personalized rewards, social media content, and interactions that create an emotional connection with consumers are key to increasing consumer loyalty.

Our Multi-Touchpoint Capabilities

We are present across all major digital touchpoints in the Southeast Asia market, including online marketplaces, social media channels, self-managed online brand stores, and offline distribution channels. We use our technology to help brands collect and analyze data from all major digital touchpoints and create a smooth online experience for consumers.

Online Marketplaces

We believe that establishing and nurturing strong relationships with online marketplaces, where we market and sell our brand partners' products, are crucial to our long-term success. We maintain long-term and close relationships with major online marketplaces in Southeast Asia, such as Lazada, and the GMV generated from which collectively accounted for approximately 22% of the e-commerce market in Southeast Asia, according to CIC. For example, we have been appointed as Lazada's regional partner for brand store management in Southeast Asia since 2019. Our digital solutions benefit e-commerce channels by helping them attract new brand retailers. As such, online marketplaces are often motivated to work closely with us to connect our brand partners to their systems.

We enter into annual platform service agreements with online marketplaces to set up and maintain online stores on these channels. Pursuant to these agreements, we typically pay online marketplaces based on a pre-determined percentage of sales revenue for transactions settled that varies by product category, typically ranging from 4% to 10%.

Social Media Channels

Social media has a significant impact on e-commerce. We believe that, when successfully leveraged, social media can greatly increase reach and visibility, improve consumer engagement and experience, grow sales and provide brands with valuable data and analytics. With our coverage across all consumer digital touchpoints and our deeply insightful data analytics capabilities, we can help brands use social media to its full potential. We work with our brand partners to enhance awareness of their brand images on social media channels.

Furthermore, as live streaming and short videos have gained increasing popularity in recent years, we have expanded our digital solutions to cover these emerging channels. We offer digital marketing solutions that help our brand partners promote their products and increase their sales on live streaming and live selling platforms. With a focus on interactive engagement and real-time connections, our live streaming and live selling platform serves as an immersive shopping platform for showcasing our brand partners' products and engaging with consumers who may purchase products.

Online Brand Stores

We work with our brand partners in setting up and operating their online brand stores on online marketplaces or their own branded website. We utilize our in-house design team in crafting online brand stores that deliver an impactful online presence for our brand partners. During the Track Record Period, we operated over 1,000 online brand stores on behalf of our brand partners.

Efficient online brand store operations are crucial to our brand partners' e-commerce business. We have an operations team with relevant industry expertise and brand-specific knowledge, and maintain proprietary technology infrastructure and systems for online store operations. Our operations team closely monitors and is responsible for all activities and the daily upkeep of online stores. The functions of the operations teams and systems broadly fall into three categories: merchandizing, site content management and store event management:

- ***Merchandizing***: Our operations team has merchandizing staff in charge of maintaining an appropriate level of inventory for online stores by procuring products to be sold on our brand partners' online stores and forecasting quantities to be purchased based on expected demand. Our operations team also assists our brand partners in launching products, managing product listing, and processing sales orders in online stores. We manage sales orders through our Synagie Platform that integrates with other technology platforms, including third-party warehouse management systems, to ensure smooth online transactions. Our merchandizing staff monitors store sales through periodic sales reports.

- ***Site content management***: In addition to providing design services during the initial store setup, we also periodically update the content in stores we operate in order to maintain the appeal of the online stores. We have a design services team that helps ensure that online stores are artfully presented, and refreshed in keeping up-to-date with our brand partners' latest advertising campaigns. Our design services team regularly works with our brand partners in producing the most updated digital content, such as product photography and site banners.

- ***Store event management***: Our store event management system monitors and identifies events and activities on online marketplaces or other e-commerce channels, and systematically manages application and registration procedures in batch processing, including event consolidation, goods identification and data unification, and visual content organization and upload, to improve efficiency and minimize errors.

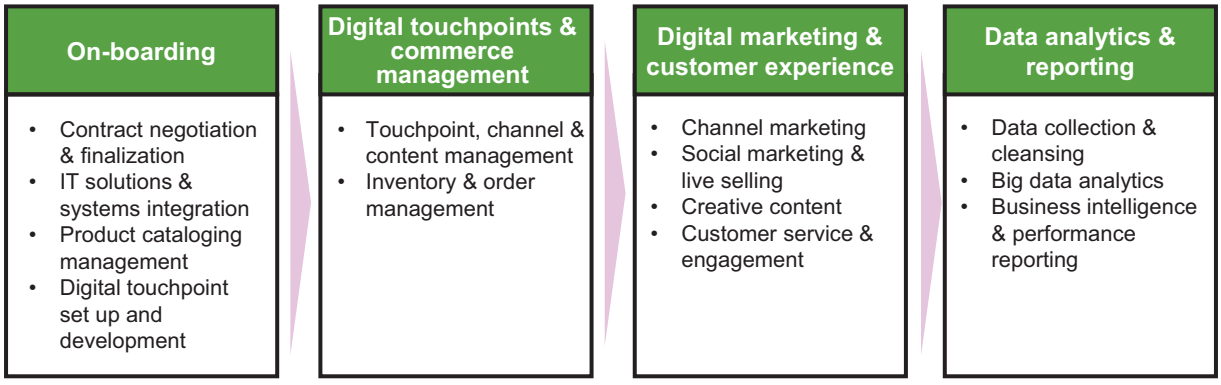
Offline Channels

In addition to online channels, we assist our brand partners to expand their sales network to offline retail chains stores, such as Guardian. We purchase products from our brand partners and sell them to offline retail chain stores, which resell those products to consumers. We record our sales to the offline retail chain stores as revenue on a gross basis. During the Track Record Period, we generated almost all of our revenue through online channels.

OUR BUSINESS PROCESSES

Our D2B Business Process

The diagram below illustrates the typical business process for our D2B digital solutions:



On-boarding

We have created a methodical brand on-boarding process through our years of expertise in providing digital solutions. We meet with our prospective brand partners and learn about their specific needs to confirm the scope of work we will provide. After confirming the scope of work and determining the modules that will be used, we begin negotiating our contract terms with our brand partners. In particular, the scope of work and the specific type and number of modules involved will be taken into account in determining the fee rates. The contract terms are typically a minimum of one or two years, that is automatically renewed upon expiration unless earlier terminated by either party. Our contract terms will also include our trading terms, such as margins and payment terms. For more details of the salient terms of our typical contract with brand partners, see "— Customers and Suppliers."

We also provide strategic technology and e-commerce consulting based on the specific needs of our brand partners. For example, we can help them develop customized IT and digital solutions, such as integrating our Synagie Platform with their enterprise resource planning or back-end systems.

For our brand partners who do not have a digital product catalog, we provide cataloging solutions from product photography to product information specifications, including dimensions, weight and product descriptions. We also help design their product content pages, which include graphics, marketing copy and detailed product descriptions to give consumers a deeper understanding of the products our brand partners sell.

We harness our expertise in web design and deep understanding of the online shopping habits of local consumers to help our brand partners set up effective e-commerce sites or official online brand stores on online marketplaces that both promote their brands and cater to the tastes of local consumers.

Digital Touchpoints and Commerce Management

Touchpoint, channel and content management

For brand partners who choose to manage their digital touchpoints such as online brand stores by themselves, they can login to our Synagie Platform and manage their online and offline multi-channel business process and sales with our extensive seller tools and features.

For brand partners who choose to engage us to help them manage the full spectrum of their e-commerce business, we typically provide them with an operations team that closely monitors and is responsible for all activities and day-to-day maintenance of each official brand store. In

particular, we help such brand partners to develop their product pricing strategy, negotiate with channels and touchpoints for marketing support and joint promotions for product launches. We also help them to set up self-managed online brand stores based on our expertise in web design and deep understanding of consumers' online shopping habit to achieve optimal branding effect and sales results.

Inventory and order management

Our Synagie Platform synchronizes product inventory levels across all commerce channels in real time. By analyzing the inventory level data, past trends and upcoming events, our Synagie Platform conducts inventory forecast and notifies our brand partners when product inventory levels are low or out of stock. In addition, we can utilize our proprietary order management system to manage and process sales orders from various digital touchpoints for our brand partners. Our order management system can ensure accurate fulfillment of sales orders in a timely manner by allowing our brand partners and us to monitor the status of orders in real time, such as whether the order has been picked, packed or delivered to the consumer. Our brand partners can also manage inventory and orders themselves on our Synagie Platform.

Digital Marketing and Customer Experience

Channel marketing

We provide both marketing campaign planning and media solutions to our brand partners. We design advertising campaigns for our brand partners' target consumers on online channels most likely to be visited by those consumers, as identified by our brand partners. Our media planning capabilities enable our brand partners to drive targeted sales through online advertising campaigns and increase their return on investment.

We also provide our brand partners with diversified media solutions, including comprehensive marketing solutions on major online marketplaces, search engine optimization and advertising on other popular online channels. For example, we customize the content of the stores we operate on behalf of our brand partners to improve their ranking in search engine results based on our analysis of the information provided and made available by the online marketplaces. In addition, we negotiate with search engines on behalf of our brand partners to ensure that our brand partners' websites have greater visibility and higher rankings on search engine results pages.

Social marketing and live selling

We also formulate social marketing strategies and campaigns to stimulate consumer engagement with our brand partners and increase consumers' desire to purchase our brand partners' products. We create and manage accounts for our brand partners on various social media platforms. We also create and publish content on our brand partners' accounts and engage with consumers who post or comment on our brand partners' accounts, as well as facilitate interactive marketing through livestreams and short-form videos. We then track the activities of consumers who visit such accounts and analyze the social marketing reach.

We monitor industry trends and are on track to expand our digital marketing solutions through live streaming, KOL and key opinion consumer positioning. In addition, we review and respond to comments about our brand partners on social media platforms and product review sites. We identify KOLs on such platforms and work with them to provide responses to consumer comments or questions about our brand partners or their products, which facilitates consumer purchase decisions. We also help our brand partners produce short videos on their products and organize live selling sessions on live streaming and live selling platform, as well as engage different KOLs who are popular in their respective countries to drive consumer engagement.

Creative content

We provide our brand partners with the infrastructure and expertise to produce creative digital content for use on their respective online channels. We provide photography, videography, graphic design and copywriting services to create appealing online content for product promotions, product launches, and marketing campaigns. Our production solutions range from pre-production work, such as casting, art direction, and styling, to post-production editing and retouching.

Customer service and engagement

One of our top priorities is to ensure that we provide satisfactory pre- and post-sales customer service to our brand partners. We believe in the importance of real-time customer assistance. Consumers can contact us through online chat, phone, or email. Pre-sale questions about product details account for most of the questions we receive from consumers, and we believe that an effective pre-sale customer service experience can encourage consumers to purchase. We also provide post-sale customer service to address issues such as returns and exchanges.

We provide certain branded clients with dedicated pre-sales and post-sales customer service teams that have undergone customer service training, initial and periodic reviews, and targeted coaching. Our customer service team also assists our brand partners in monitoring consumer reviews on online channels for any negative consumer feedback or complaints and attempts to resolve any disputes with the consumer expeditiously.

Data Analytics and Reporting

We collect transaction, order and fulfillment, and consumer data from all touchpoints that we cover, which is securely stored in our data lake and converted into ready-to-use data, and analyzed by the real-time big data analytics engine on our Synagie Platform. Our big data analytics engine is able to convert a large amount of raw data into actionable data, which can provide our brand partners with interactive charts on our Synagie Platform. Leveraging our big data analytics engine and large data lake, we provide interactive charts with (i) geographic analysis, including analysis of top-selling products, number of consumers, frequency of purchase, and total sales by location or country; (ii) shopping cart analysis, including analysis of products purchased by consumers who purchased a particular product; (iii) profitability analysis by online channel or by product SKUs; and (iv) online channel analysis, including analysis of average order value and volume, and new and repeat consumers by online channel. Through these interactive charts, our brand partners can better understand their consumers, control costs, identify sales opportunities, or gain insight into their business.

In addition, we help our brand partners to understand and improve their sales performance by providing them with sales performance reports, scorecards for product, product price/promotion tiering strategies, and product demand analysis.

Our D2C Business Process

The diagram below illustrates the typical business process for our D2C business:



Product Selection and Launches

Leveraging our experience in the digital solutions industry and our big data analytics engine to gain insights into consumer interests, we carefully select products from brands that are competitive, reputable and reliable for us to sell across various e-commerce channels. We also formulate our pricing strategies for different products and on different channels based on our data-driven analysis, and determine the selling price either by ourselves or jointly with our brand partners.

We work closely with partnered digital touchpoints to plan for product launches in advance and launch the products on all applicable digital touchpoints.

Order Processing

When an order arrives from a digital touchpoint, it appears on our Synagie Platform, showing data such as the type of products and quantities ordered, as well as the delivery details for the order. We then order the same products and quantities from our brand suppliers. The order data is sent digitally to the warehouses through our digital supply chain network where their warehouse management system generates pick slips containing order details and the location of the products ordered. Our third-party warehouse partners then take the pick slips to the correct storage location in the warehouse, and begin picking the products according to the quantities specified on the pick slips.

The picked products are then sent to the packing station, where the products are packed into delivery boxes or parcels that are labeled with the order number and delivery details, including the third-party supply chain partners that will be used to deliver the order.

The sealed delivery boxes or packages are sent to the pickup station where they are sorted by the various third-party supply chain partners used to fulfill our orders. After sorting, this data is sent by the warehouse to our Synagie Platform warehouse system digitally and our platform then notifies the respective third-party supply chain partners that their orders are ready for pickup.

Delivery and Payment

Our third-party supply chain partners pick up the deliveries and send them to their sorting centers, where they are sorted by delivery address. After sorting, the delivery boxes or packages are loaded into the respective delivery vehicles where drivers deliver them to the consumers.

After the orders have been fulfilled, consumers pay us through the digital touchpoint where they place their orders. Upon receipt of consumers' payments, we then pay our brand partners for the products we purchase based on a pre-agreed price.

Post-sales Services

Our post-sales services comprise primarily customer service and product return. Our operations team is responsible for answering and handling all kinds of consumers' questions and requests mainly through online chats. For product return, see "— Returns and Return Policy" for details.

BRAND PARTNERS NETWORK AND DEVELOPMENT

Brand Partners Network

As of the Latest Practicable Date, we had provided digital solutions to over 600 brand partners, covering several selected product categories, including fashion and apparel, premium beauty and wellness, and premium lifestyle and living products. Such brand partners range from established international brands and multinational corporations to small and medium-sized enterprises. Representative brands include Lululemon in the fashion and apparel category, and Shiseido and Estee Lauder in the premium beauty and wellness category.

Some of our contracts with existing brand partners are based on standard forms proposed by such brand partners that contain non-compete provisions prohibiting us from selling products of, or providing similar services to, competitors of such brands. As our business further expands, we may engage in business with multiple brands that may be in competition with each other. We have been transparent with our brand partners as to the other brands that we work with. During the Track Record Period and as of the Latest Practicable Date, we were not aware of any notice or claim by any brand partner that we have breached any non-compete restriction in its agreement with us, which could materially and adversely affect our business, results of operation, financial position or prospects. However, we cannot assure you that any of our brand partners will not bring such claims against us in the future.

Brand Partners Development

We select to collaborate with prospective brand partners that conduct business in profitable or promising industries as well as selling product categories with long-term profitability potential. Our selection criteria includes brands' projected annual sales, level of solutions fees, projected

profitability, growth outlook, and proposed duration of cooperation. We also require that our prospective brand partners have products that are of high quality, safe to use, and compliant with local regulations in the countries where they are sold.

We strategically focus on brands in product categories that optimize our revenue mix and improve our profitability. We intend to grow our business by expanding our brand partner portfolio and cross sell our solutions. We periodically conduct reviews on the composition of our brand partners based on category mix, profitability, and growth outlook, among others. In addition, we intend to develop business relationship with new brand partners by continuing to provide solutions that enable brand partners to grow their e-commerce business more rapidly and cost-effectively than they could on their own, using the capabilities we have developed for our existing brand partners and our interactive digital marketing and technology solutions. We attract new brand partners primarily through word-of-mouth marketing from our past achievements or referrals from e-commerce channels and our existing brand partners and digital supply chain partners, which lowers our cost of acquiring new brand partners. In 2021, 2022, 2023 and the four months ended April 30, 2024, our sales and promotional expenses accounted for only 6.5%, 9.2%, 10.7% and 12.5% of our revenue in the same periods, respectively.

DIGITAL SUPPLY CHAIN PARTNERS NETWORK

We operate on a scalable asset-light digital supply chain model by working with our third-party supply chain partners for warehouse operations, logistics and fulfillment. We manage the entire logistics and fulfillment process through our Synagie Platform. In particular, our third-party supply chain partners have integrated their backend systems with online warehousing and order management modules of our Synagie Platform through API to receive real-time data for warehousing and delivery orders.

Our Synagie Platform brings visibility, transparency and traceability to a complex supply chain, allowing our brand partners and us to make informed, data-driven decisions by harnessing technology to improve operational efficiencies and provide timely information amidst supply chain limitations. We believe that a smart supply chain powered by new technologies such as big data will become the new normal, enabling our brand partners to respond more quickly to day-to-day operational needs, proactively identify problems and increase efficiencies, so they can be well-equipped to deal with any future supply chain shocks.

Our third-party supply chain partners consist primarily of reputable warehouse, logistics and last mile delivery service providers which have strong presence across Southeast Asia or in countries that we operate. Our Synagie Platform automates the process of fulfilling multi-channel sales orders by passing the order data and instruction to our third-party supply chain partners,

which provide e-commerce fulfillment solutions, including warehousing, shipping and delivery. Our brand partners are able to track and manage the entire fulfillment process in real-time via our Synagie Platform.

Our large-scale operations and reputation enable us to obtain favorable contractual terms from third-party supply chain partners. We typically negotiate and enter into service agreements with our supply chain partners for terms of between one to three years. For warehousing services, we pay our third-party supply chain partners a fee based on utilization of the area of warehouse space and the provision of manpower services required for the warehousing operations. For shipping or delivery services, we agree to pay shipping or delivery fees primarily based on the amount and the weight of the goods to be delivered, as well as the destination of the delivery.

Our asset-light smart supply chain model enables us to leverage our data to better forecast demand and order volume across different channels during new product launches or peak periods, such as Singles' Day 11.11 sale, 12.12 sale and year-end sale without significant investment. The ratio of our fulfillment expenses to revenue had a general decreasing trend during the Track Record Period, which was 7.9%, 5.8%, 3.9% and 4.0% in 2021, 2022, 2023 and the four months ended April 30, 2024.

RESEARCH AND DEVELOPMENT

Rapid innovation is a core driver of our business success. We focus on the development of our technology infrastructure and proprietary Synagie Platform to expand our technological footprint and enhance the digitalization of brand partners' retail business, thereby reinforcing our market leadership in the digital solutions market. Our R&D strategy takes into account the challenges and pain points that our brand clients might face in their e-commerce operations and we seek to provide solutions that will help solve these pain points. In particular, our internal R&D team is responsible for designing the architecture, key features and functionality of our Synagie Platform taking into consideration factors such as user experience, commercial viability and the lifespan of new modules and version upgrades that we might implement. We outsource the execution of our design, including development, coding, maintenance, debugging, deployment and enhancement of our Synagie Platform, to third-party application providers.

We believe that data is at the core of our business and can help drive smart decisions for us and our brand clients. By leveraging our access to a wide range of data in our digital solutions business, we can address issues that our brand clients face, such as demand forecasting, inventory management and product pricing. We have established an internal data team that is responsible for managing our data mining, analysis and visualization to ensure that the data is presented to users of our Synagie Platform in an easy-to-understand and ready-to-use format.

We own our Synagie Platform and possess perpetual licenses for modules owned by certain third party application providers. We also work with third party application providers and either use or collaborate with them to develop specific technology that will enhance the capabilities of our Synagie Platform. Some of our R&D efforts are outsourced to third-party cloud computing companies including: (i) the development of real-time big data analytics engine that converts big data into actionable data in the form of embedded interactive charts and downloadable reports; and (ii) the incorporation of additional AI and machine learning tools.

INTELLECTUAL PROPERTY

We use our brand partners' names, URLs and logos in connection with the operation and promotion of their digital business. Our agreements with our brand partners generally provide us with licenses to use their intellectual property in connection with the operation of their digital business. These licenses are typically coterminous with the respective agreements.

We outsource some of our R&D efforts to third-party service providers, and we are the sole owner of the relevant intellectual property rights to the technology and products developed under the relevant service agreements and data generated by such technology and products. In particular, data generated by such technology and products is stored on cloud servers provided by our third-party cloud service providers. We have adopted comprehensive data privacy and cybersecurity measures to safeguard our data, such as implementing technical measures for data security, establishing a multi-layer data security infrastructure, deploying a virus checking system using a multi-layered approach on desktops, servers and gateways, and requiring our third-party cloud service providers to implement appropriate privacy and security measures. See "— Data Privacy and Cybersecurity" for more details. We also rely on technologies that we license from third parties and certain management information systems. These licenses may not continue to be available to us on commercially reasonable terms in the future or at all. As a result, we may be required to obtain substitute technologies. See "Risk Factors — Risks Relating to the Target Group's Business — The proper functioning of our technology platform and IT systems is essential to our business. Any failure to maintain the satisfactory performance of our platform and IT systems could adversely affect our business and reputation."

We regard our trademarks, software copyrights, service marks, domain names, trade secrets, proprietary technologies and similar intellectual property as critical to our success. To protect our proprietary rights in services and technology, we rely on trademark and trade secret protection laws in the geographies that we operate in. As of April 30, 2024, we owned 32 trademarks which we believe are or may be material to our business.

We seek to protect our proprietary information, in part, using confidentiality and non-disclosure agreements with our customers and employees. These agreements may not provide meaningful protection. There is a risk of breaches, unauthorized use, or independent development of our trade secrets or confidential information by third parties. We may not always have sufficient remedies for such breaches or unauthorized access to our proprietary information.

DATA PRIVACY AND CYBERSECURITY

Data Sources

We collect, store and use data of our brand partners and consumers. The specific types of data that we collect primarily include the following:

- ***Our D2B Business.*** We generally do not collect or store personal data that can identify individuals, such as legal name, phone number and personal ID. We receive a wide variety of aggregated data on a real-time basis through various touchpoints, including (i) advertisement performance data, such as impressions, video views, and sales volumes; and (ii) browsing behaviors on the respective touchpoints. Our brand partners also voluntarily provide us with aggregated data via APIs through our Synagie Platform, including post-advertisement interaction events such as account registration/activation and placement of order.

- ***Our D2C business.*** We do not collect data directly from consumers. The data we collect under our D2C business model is primarily consumer data provided by various e-commerce channels for order processing and fulfillment purposes, including contact information, delivery addresses and purchase records.

For our D2B business, our brand partners obtain consent directly from consumers pursuant to the terms of their user agreements with consumers and/or public-facing website privacy policies to collect, use and disclose consumer personal data for specified purposes, such as order fulfillment and delivery. For our D2C business, e-commerce channels obtain consent from consumers through their terms of service and/or public-facing website privacy policies when consumers sign up for an account with them, which expressly provides for the right to collect, use, and disclose consumers' personal data to third parties, like us.

We do not use any personal data for data analysis, instead we use aggregated data with identifying information masked and/or removed such that the remaining information does not identify any particular individual, such as sales volumes, delivery statuses and revenue targets, that we receive from e-commerce channels and brands for data analysis. The data we collect under our D2B business model can be used to analyze consumer preference, predict market trends, adjust

inventory level, and make timely arrangements of sales of products, which in turn will guide our D2C business strategies and increase revenue under our D2C business model. The data under our D2C business model can also be used to reflect the effectiveness of our digital solutions, thereby helping us to enhance the service and technological capabilities of our digital solutions.

As of the Latest Practicable Date, our operating entities in different regions may share aggregated data in the course of our D2B and D2C businesses to provide data analytics services to our brand clients in our D2B business and to enhance our sales strategy used in our D2C business across the region. We may also, in limited circumstances, share personal data of our employees among our operating entities in different regions, such as for recruitment purposes or corporate exercises, on a need-to-know basis, and in accordance with legally binding corporate rules governing the transfer of personal data among our operating entities, as of the same date. Our cross-border transfer of data was compliant with all applicable laws and regulations in each jurisdiction in which we operate in all material respects, during the Track Record Period and up to the Latest Practicable Date.

During the Track Record Period and up to the Latest Practicable Date, we had not been subject to any material claims by users or any penalties by regulatory authorities regarding unauthorized use of, or leakage of, personal information in each of the jurisdictions in which we primarily operated (the "**Material Jurisdictions**").

Data Privacy and Cybersecurity

Data privacy protection and cyber security are a priority for us. We have implemented strong cybersecurity technology and practices that safeguard our systems and data and have established a dedicated team to supervise our data protection and data security, ensure compliance with applicable laws and regulations and ensure that we meet the expectations of consumers and our brand partners. Through our privacy policy, consumers and our brand partners can learn how their data is collected, used and shared and give consent or decline for data collection when necessary.

We are committed to ensuring that the legislative and regulatory requirements are embedded in all material activities involving the processing of business and personal data. We have designated two data security officers who are responsible for working with user management, owners, custodians and users to develop and implement prudent security policies, procedures, and controls. Our collection and storage of personal data is strictly limited to what is necessary and permitted by law. We have implemented appropriate technical measures which are designed to safeguard data against unauthorized or unlawful processing, and accidental loss, destruction or damage. Our technical measures for data security primarily include the encryption of data to prevent data leakage, the data access control to prevent unauthorized access, the authentication of user identity to prevent impersonation, the detection of network intrusion to prevent network

attacks, and the backup of data to prevent data loss. We also provide data privacy and protection training to our employees and conduct privacy risk assessments on a regular basis. In order to safeguard the data collected and stored by our third-party service providers, such as cloud service providers, we enter into service agreements with them that contain data protection clauses and require them to implement appropriate privacy and security measures. In addition, we have privacy and IT security specialists to manage and mitigate our data privacy risks, and have measures and procedures in place to promptly respond to data security incidents, including notifying privacy authorities and/or affected individuals. We will closely monitor the development of the regulatory environment and may enquire relevant government authorities, as and when necessary, regarding the latest development of and requirements under any current or other applicable new regulations. Moreover, we will seek external legal advice from time to time and take necessary measures in a timely manner.

In particular, data backup and maintenance are critical to our business operations. We have implemented a reliable cloud backup mechanism which enables data redundancy across multiple regions. We have also developed a data backup plan and will routinely update such plan. Our backup data has been stored on cloud servers to prevent physical damage. Our IT team is responsible to ensuring all backups are completely successfully and reviewing the back process on all servers on a daily basis. Furthermore, we have a local encryption software which enables automated, real-time data encryption to help protect our data.

In addition, we have adopted a robust disaster recovery mechanism to mitigate disruptions caused by unforeseen events. In particular, we have a disaster recovery action checklist in place to ensure that we can promptly respond to a disaster or other emergency that affects our information systems and minimize the effect on our business operations. In the event of a disaster, we should notify senior management, establish a disaster recovery team, determine the severity of the disaster, implement an appropriate recovery plan, monitor the recovery progress, contact the backup site and establish backup schedules, contact any other necessary personnel and vendors, and notify users of the service interruption.

Our multi-layer security infrastructure provides comprehensive data security infrastructure for continuous monitoring and system protection throughout all platforms. Data security is upheld by three layers of protection: (i) use of security software to ensure infrastructural security, (ii) constant auditing and monitoring of data to ensure day-to-day operation security, and (iii) engagement with ISO auditor to conduct penetration testing and identify our web application vulnerabilities. In addition, we deployed a virus checking system using a multi-layered approach on desktops, servers and gateways to ensure all electronic files are appropriately scanned for viruses. We have also built redundancy into every layer of our security infrastructure to minimize

the risk of unplanned downtime. In August 2023, we received our ISO 27001 certification, which is a recognized and widely applied management system standard centered on information asset security and business risk management within the field of information security.

We are subject to the Personal Data Protection Act 2012 of Singapore ("**PDPA**"), which governs the collection, use, disclosure and processing of personal data. It recognizes both the rights of individuals to protect their personal data, including rights of access and correction, and the needs of organizations to collect, use or disclose personal data for legitimate and reasonable purposes. PDPA requires us to adjust our data protection and data security practices and information security measures and implement the necessary policies and practices to meet such obligations under the PDPA.

While it is generally the laws of the jurisdiction in which a business is located that apply, data protection regulators of other countries may seek jurisdiction over our activities in locations in which we process data or serve merchants or consumers but do not have an operating entity. Where the local data protection and privacy laws of a jurisdiction apply, we may be required to register our operations in that jurisdiction or make changes to our business so that consumer data is only collected and processed in accordance with applicable local law. Certain foreign jurisdictions may claim that we are required to comply with their privacy and data protection laws because our services are accessible worldwide, including in jurisdictions where we have no local entity, employees or infrastructure. In such cases, we may require additional legal review and resources to ensure compliance with any applicable privacy or data protection laws and regulations. In addition, there may be new legislations in the future which may affect our business and require additional legal review to be conducted at that stage. For more details, see "Risk Factors — Risks Relating to the Target Group's Business — Our business generates and processes a large amount of data. Any improper storage, use or disclosure of such data, any breach of information security, or any actual or perceived failure by us or third parties to comply with applicable data protection laws and regulations or privacy policies, could substantially harm our business, financial condition and results of operations."

As of the Latest Practicable Date, as advised by our legal advisors as to the laws and regulations of Singapore, Malaysia, the Philippines, Indonesia and Vietnam (the "**Southeast Asia Legal Advisors**"), based on the information, material agreements and intra-group policies entered into and implemented by us in relation to personal data protection that they have reviewed, we were compliant in all material respects with our obligations under applicable laws and regulations in the Material Jurisdictions relating to personal data protection.

During the Track Record Period and up to the Latest Practicable Date, we had not been subject to any investigations on data protection by the PDPC and/or any other regulatory authority in each of the Material Jurisdictions.

CUSTOMERS AND SUPPLIERS

Our brand partners and/or their authorized distributors are deemed as our suppliers under our D2C business model and our customers under our D2B model. See "— Overview — Our Business Models."

Customers

Our customer base comprises mainly: (i) our brand clients to whom we provide digital solutions under our D2B business model, and (ii) consumers who purchase brands' products from us under our D2C business model. The revenue generated from our five largest customers in each of 2021, 2022, 2023, and the four months ended April 30, 2024 was S$7.6 million, S$10.7 million, S$14.7 million and S$4.8 million, respectively, representing approximately 8.8%, 9.4%, 11.7% and 13.1% of our revenue in each of the same periods, respectively. The revenue generated from our largest customer in each of 2021, 2022, 2023, and the four months ended April 30, 2024 was S$2.1 million, S$3.3 million, S$6.0 million and S$2.0 million, respectively, representing approximately 2.4%, 2.9%, 4.8% and 5.6% of our total revenue in each of the same periods, respectively.

To the best knowledge of our Directors, each of our five largest customers for each period during the Track Record Period is an Independent Third Party. In addition, to the best knowledge of our Directors, there was no other past or present relationships (including financing, trust or otherwise) between us and each of our five largest customers, their respective substantial shareholders, directors or senior management, or any of their respective associates during the Track Record Period. None of our Directors, their close associates, or any Shareholder, which to the best knowledge of our Directors owns more than 5.0% of the total number of issued Shares, had any interest in any of our five largest customers for each period during the Track Record Period.

Below is a summary of the key terms of a typical agreement with our brand clients under our D2B business model:

Products. We provide digital commercial solutions to the brand client according to the scope of work as mutually agreed by both parties.

Term. Typically one to two years, or until both parties fulfill their obligations under the agreement.

Price. We typically charge fixed fees and/or commission-based service fees primarily based on sales revenue or other variable factors such as number of orders fulfilled.

Credit Term. We generally settle with our brand clients by bank transfer and grant to them credit terms within 30 to 60 days.

Confidentiality. We and the brand client agree to keep confidential any information in relation to the performance of the agreement, including but not limited to confidential and proprietary information received from the other party.

Renewal and Termination. In general, both parties can terminate the agreement if the other party fails to cure a material breach within a notice period typically of 30 days, or the other party becomes insolvent, bankruptcy or makes any assignment for the benefit of creditors. Both parties can also terminate the agreements without cause upon three months' prior written notice. The agreements can either be renewed at the option of the brand client, or automatically extended unless terminated by either party upon three months' prior written notice prior to the expiration date of the initial term of the agreement.

Due to the nature of our business, we do not grant any credit terms to consumers for sales through our channels under our D2C business model. Upon delivery fulfillment, we receive payments within the processing time stipulated by the sales channels, which is typically within 14 days from the date of invoice.

The following table sets forth details of our five largest customers for each period during the Track Record Period.

Year ended December 31, 2021

Customer	Commencement of relationship	Customer background and principal business	Nature of revenue	Revenue amount	Percentage of total revenue
				(S$'000)	*(%)*
Customer A . . .	2021	A joint venture between a Paris-based luxury group and a London-based wines and spirits company, established in 1979	Brand client under D2B	2,088	2.4
Customer B . . .	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand client under D2B	1,977	2.3

Customer	Commencement of relationship	Customer background and principal business	Nature of revenue	Revenue amount	Percentage of total revenue
				(S$'000)	*(%)*
Estee Lauder . . .	2017	A New York-based manufacturers and marketers of quality skin care, makeup, fragrance and hair care products with total assets of US$23.2 billion as of December 31, 2023, founded in 1946, listed on the New York Stock Exchange	Brand client under D2B	1,600	1.9
Customer C . . .	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand client under D2B	972	1.1
Customer D . . .	2017	A Texas-based multinational consumer goods and personal care corporation with total assets of US$17.3 billion as of December 31, 2023, founded in 1872, listed on the New York Stock Exchange	Brand client under D2B	935	1.1
Total				**7,572**	**8.8**

Year ended December 31, 2022

Customer	Commencement of relationship	Customer background and principal business	Nature of revenue	Revenue amount	Percentage of total revenue
				(S$'000)	*(%)*
Estee Lauder . . .	2017	A New York-based manufacturers and marketers of quality skin care, makeup, fragrance and hair care products with total assets of US$23.2 billion as of December 31, 2023, founded in 1946, listed on the New York Stock Exchange	Brand client under D2B	3,306	2.9
Customer C . . .	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand client under D2B	3,086	2.7
Customer B . . .	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand client under D2B	2,120	1.9
Customer E . . .	2020	A New York-based multinational beauty company with total assets of US$13.0 billion as of December 31, 2023, founded in 1904, listed on the New York Stock Exchange	Brand client under D2B	1,497	1.3
Customer F . . .	2019	A Ho Chi Minh City-based beauty and health company established in 1997	Brand client under D2B	642	0.6
Total				**10,651**	**9.4**

Year ended December 31, 2023

Customer	Commencement of relationship	Customer background and principal business	Nature of revenue	Revenue amount	Percentage of total revenue
				(S$'000)	*(%)*
Customer C . . .	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand client under D2B	6,018	4.8
Estee Lauder. . .	2017	A New York-based manufacturers and marketers of quality skin care, makeup, fragrance and hair care products with total assets of US$23.2 billion as of December 31, 2023, founded in 1946, listed on the New York Stock Exchange	Brand client under D2B	3,909	3.1
Customer F . . .	2019	A Ho Chi Minh City-based beauty and health company, established in 1997	Brand client under D2B	2,169	1.7
Customer E . . .	2020	A New York-based multinational beauty company with total assets of US$13.0 billion as of December 31, 2023, founded in 1904, listed on the New York Stock Exchange	Brand client under D2B	1,463	1.2
Customer B . . .	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand client under D2B	1,189	0.9
Total				**14,748**	**11.7**

Four months ended April 30, 2024

Customer	Commencement of relationship	Customer background and principal business	Nature of revenue	Revenue amount	Percentage of total revenue
				(S$'000)	*(%)*
Customer C . . .	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand client under D2B	2,038	5.6
Estee Lauder. . .	2017	A New York-based manufacturers and marketers of quality skin care, makeup, fragrance and hair care products with total assets of US$23.2 billion as of December 31, 2023, founded in 1946, listed on the New York Stock Exchange	Brand client under D2B	961	2.6
Customer F . . .	2019	A Ho Chi Minh City-based beauty and health company established in 1997	Brand client under D2B	746	2.0
Customer E . . .	2020	A New York-based multinational beauty company with total assets of US$13.0 billion as of December 31, 2023, founded in 1904, listed on the New York Stock Exchange	Brand client under D2B	715	2.0
Customer B . . .	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand client under D2B	320	0.9
Total.				**4,780**	**13.1**

Suppliers

Our suppliers comprise primarily e-commerce channels, our brand suppliers under our D2C business model, and our supply chain partners. Purchases from our five largest suppliers in each of 2021, 2022, 2023 and the four months ended April 30, 2024 amounted to S$38.2 million, S$58.5

million, S$70.6 million and S$20.8 million, respectively, representing approximately 46.8%, 55.9%, 58.8% and 59.3% of our total purchases in each of the same periods, respectively. Purchases from our largest supplier in each of 2021, 2022, 2023, and the four months ended April 30, 2024 was S$20.0 million, S$37.7 million, S$51.9 million and S$15.5 million, respectively, representing approximately 24.5%, 35.9%, 43.2% and 44.1% of our total purchases in each of the same periods, respectively.

To the best knowledge of our Directors, except for Lazada, which is a subsidiary of Alibaba, our controlling shareholder, each of our five largest suppliers for each period during the Track Record Period is an Independent Third Party. In addition, to the best knowledge of our Directors, there was no other past or present relationships (including financing, trust or otherwise) between us and each of our five largest suppliers, their respective substantial shareholders, directors or senior management, or any of their respective associates during the Track Record Period. None of our Directors, their close associates, or any Shareholder, which to the best knowledge of our Directors owns more than 5.0% of the total number of issued Shares, had any interest in any of our five largest suppliers for each period during the Track Record Period.

Below is a summary of the key terms of a typical agreement with our brand suppliers:

Products. The brand supplier provides us their products under an on-demand inventory model, where we generally purchase minimal inventory upfront as compared to outright purchase models, thus keeping inventory at necessary levels. Under this model, we shall use our best effort to secure, maintain and promote the sale of the brand supplier's products and to ensure all orders of the products sold are processed and delivered.

Term. Typically one to two years, or until both parties fulfill their obligations under the agreement.

Payment. We are obligated to pay the brand suppliers for the products we sell on an order-by-order basis, while a late payment interest of typically 1% per month calculated on a daily basis from the due date until the date of full payment will be incurred if we fail to pay within such period.

Credit Term. Our brand suppliers generally settle with us by bank transfer and grant to us credit terms of 30 to 60 days upon receipt of invoice from brand suppliers.

Return Policy. We offer to consumers back-to-back return policies typically based on the return policies of our brand suppliers that are available to us, which is usually within 14 days of purchases.

Intellectual Property. The brand supplier typically grants us the non-exclusive right to use its trademarks in the promotion, advertisement and sale of the products.

Confidentiality. We and the brand supplier agree to keep confidential any information in relation to the performance of the agreement, including but not limited to confidential and proprietary information received from the other party.

Renewal and Termination. In general, both parties can terminate the agreement if the other party fails to cure a material breach within a notice period typically of 30 days, or the other party becomes insolvent, bankruptcy or makes any assignment for the benefit of creditors. Both parties can also terminate the agreements without cause upon three months' prior written notice. The agreements will be automatically extended unless terminated by either party upon three months' prior written notice prior to the expiration date of the initial term of the agreement.

Below is a summary of the key terms of a typical agreement with our supply chain partners:

Services. The supply chain partner provides us with warehousing, logistics and/or fulfillment services.

Term. Typically one to three years.

Payment. We are obligated to pay our supply chain partners on a monthly basis, while a late payment interest of typically ranging from 10% to 20% per annum from the due date until the date of full payment will be incurred if we fail to pay within such period.

Credit Term. Our supply chain partners generally settle with us by bank transfer and grant to us credit terms of 30 to 90 days upon receipt of invoice from supply chain partners.

Termination. In general, both parties can terminate the agreement upon three months' prior written notice if the other party fails to cure a material breach within a notice period typically of 30 days, or the other party becomes insolvent, bankruptcy or makes any assignment for the benefit of creditors. The agreements can be extended for a certain period by mutual agreement in writing.

The following table sets forth details of our five largest suppliers for each period during the Track Record Period.

Year ended December 31, 2021

Supplier	Commencement of relationship	Supplier background and principal business	Nature of purchase	Purchase amount	Percentage of total purchases
				(S$'000)	*(%)*
Supplier A	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand supplier under D2C	19,983	24.5
Supplier B	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand supplier under D2C	7,852	9.6
Lazada	2016	A Singapore-based leading e-commerce platform, founded in 2012	E-commerce channel under D2B and D2C	4,065	5.0
Supplier C	2019	A Singapore-based e-commerce logistics services provider, founded in 2001	Supply chain supplier under D2C	3,403	4.2
Supplier D	2019	A Ho Chi Minh City-based beauty and health company, established in 1997	Brand supplier under D2C	2,851	3.5
Total				**38,154**	**46.8**

Year ended December 31, 2022

Supplier	Commencement of relationship	Supplier background and principal business	Nature of purchase	Purchase amount	Percentage of total purchases
				(S$'000)	*(%)*
Supplier A	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand supplier under D2C	37,668	35.9
Supplier B	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand supplier under D2C	8,675	8.3
Lazada	2016	A Singapore-based leading e-commerce platform, founded in 2012	E-commerce channel under D2B and D2C	6,033	5.8
Supplier D	2019	A Ho Chi Minh City-based beauty and health company, established in 1997	Brand supplier under D2C	3,314	3.2
Supplier E	2021	A Frankfurt-based sleep brand, founded in 2015	Brand supplier under D2C	2,819	2.7
Total				**58,509**	**55.9**

Year ended December 31, 2023

Supplier	Commencement of relationship	Supplier background and principal business	Nature of purchase	Purchase amount	Percentage of total purchases
				(S$'000)	*(%)*
Supplier A	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand supplier under D2C	51,858	43.2
Supplier D	2019	A Ho Chi Minh City-based beauty and health company, established in 1997	Brand supplier under D2C	6,033	5.0
Lazada	2016	A Singapore-based leading e-commerce platform, founded in 2012	E-commerce channel under D2B and D2C	5,055	4.2
Supplier F	2022	A Singapore-based perfumes, skincare and cosmetics retail company founded in 1997	Brand supplier under D2C	4,169	3.5
Supplier G	2021	A Frankfurt-based sleep brand, founded in 2015	Brand supplier under D2C	3,506	2.9
Total				**70,621**	**58.8**

Four months ended April 30, 2024

Supplier	Commencement of relationship	Supplier background and principal business	Nature of purchase	Purchase amount	Percentage of total purchases
				(S$'000)	*(%)*
Supplier A	2020	A Oregon-based multinational sportswear company with total assets of US$37.5 billion as of May 31, 2023, founded in 1964, listed on the New York Stock Exchange	Brand supplier under D2C	15,452	44.1
Supplier D	2019	A Ho Chi Minh City-based beauty and health company, established in 1997	Brand supplier under D2C	1,778	5.1
Lazada	2016	A Singapore-based leading e-commerce platform, founded in 2012	Brand supplier under D2C	1,482	4.2
Supplier F	2022	A Singapore-based perfumes, skincare and cosmetics retail company founded in 1997	Brand supplier under D2C	1,367	3.9
Supplier B	2021	A Clichy-based multinational personal care company with total assets of US$57.3 billion as of December 31, 2023, founded in 1909, listed on the Euronext Paris	Brand supplier under D2C	704	2.0
Total				**20,783**	**59.3**

Our Relationship with Lazada

Lazada is a subsidiary of Alibaba, our controlling shareholder. Lazada was one of our five largest suppliers in each period of the Track Record Period. Under our D2C business, Lazada provides us with (i) e-commerce store services and customer services, for which we pay Lazada channel costs based on a pre-fixed percentage of gross sales of brands' products; and (ii) logistics coordination for the delivery and returns of products on its platform, as well as the lease of warehouse space, and fulfillment and inventory management services at warehouse facilities operated by Lazada, for which we pay fulfillment fees to Lazada. In addition, we purchase channel traffic from Lazada to present our marketing campaigns produced for brands, and pay Lazada traffic costs. We have been appointed as Lazada's regional partner for brand store management services since 2019. During the Track Record Period, our revenue generated through Lazada accounted for the largest portion of our revenue under D2C business model, which was 69.5%, 80.4%, 83.3%, 82.4% and 83.0% in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively.

Synergies within Alibaba Group

Lazada is a subsidiary of Alibaba, which is our controlling shareholder. Lazada was one of our five largest suppliers in each period of the Track Record Period. We have received and expect to continue to receive favorable support from our controlling shareholder. We believe our cooperations generate synergies which support a long-term and stable relationship with Lazada.

Mutually Beneficial Relationship with Lazada

We believe that we have a mutually beneficial relationship with Lazada. In 2023, we were the only digital commerce solutions provider in Southeast Asia with a 3-star Lazada Partner certification across all our Southeast Asia markets due to our consistent operational and commercial performance. We were recognized as Lazada Regional Partner of the Year in 2021 and 2022, and Excellent Regional Partner of Lazada in 2023.

Long-term and Automatic Renewable Framework Agreements with Lazada

Lazada and we have entered into a Lazada e-commerce services framework agreement (the "**Lazada E-commerce Services Framework Agreement**"), a Lazada Marketing Services Framework Agreement (the "**Lazada Marketing Services Framework Agreement**"), and a Lazada Logistics and Warehouse Services Framework Agreement (the "**Lazada Logistics and Warehouse Services Framework Agreement**") (collectively, the "**Lazada Framework Agreements**") which will be effective upon completion of the De-SPAC Transaction. The Lazada Framework

Agreements have an initial term from the Closing Date to December 31, 2026, and thereafter will be automatically renewed for successive terms of three years, unless either party terminates such agreements by giving one month's written notice.

As a result of the foregoing, we expect that our cooperation with Lazada will continue in the future.

Overlapping of Customers and Suppliers

During the Track Record Period, some of our brand clients under our D2B business model were also our suppliers of branded products sold under our D2C business model. Our brand clients under our D2B business model engage us to sell their products directly to consumers under our D2C business model as we can sell their products in a wider range of commerce channels or in countries where they lack significant presence or expertise, thereby enabling their products to reach a more diverse and broader scope of consumers. Our brand partners rely on us to sell their products as we have the local licenses or permits required for local e-commerce business operations, which our brand partners might not have in certain regions. Our sales of brands' products under our D2C business model is complementary to our brand clients' sales of their products, helping our brand partners to increase sales volume, reduce inventory level, and improve cash position. During the Track Record Period, sales and purchases with our overlapping customers and suppliers were not related to the same type of products, as sales to our overlapping customers and suppliers were related to our digital solutions while purchases with them were related to brands' products. The table below sets forth details of overlapped customers and suppliers for the years indicated, which were among our five largest customers or suppliers:

			Year ended December 31,						Four months ended April 30,	
			2021		2022		2023		2024	
Customer/Supplier	Nature of revenue and type of products involved	Nature of purchase and type of products involved	Revenue amount	Purchase amount	Revenue amount	Purchase amount	Revenue amount	Purchase amount	Revenue amount	Purchase amount
			(SGD in thousands)							
Customer B (Also one of five largest suppliers in 2021 and 2022, same as Supplier B).	Brand client under D2B; Digital solutions	Brand supplier under D2C; Beauty products	1,977	7,852	2,120	8,675	1,189	2,863	320	704
Customer C (Also one of five largest suppliers in 2021, 2022 and 2023, same as Supplier A). . .	Brand client under D2B; Digital solutions	Brand supplier under D2C; Sportswear	972	19,983	3,086	37,668	6,018	51,858	2,038	15,452

			Year ended December 31,						Four months ended April 30,	
			2021		2022		2023		2024	
Customer/Supplier	Nature of revenue and type of products involved	Nature of purchase and type of products involved	Revenue amount	Purchase amount	Revenue amount	Purchase amount	Revenue amount	Purchase amount	Revenue amount	Purchase amount
			(SGD in thousands)							
Customer F (Also one of five largest suppliers in 2021, 2022 and 2023, same as Supplier D). . .	Brand client under D2B; Digital solutions	Brand supplier under D2C; Beauty and health products	278	2,851	642	3,314	2,169	6,033	746	1,778
Customer A.	Brand client under D2B; Digital solutions	Brand supplier under D2C; Wine and spirits	2,088	362	129	174	—	—	—	—
Estee Lauder	Brand client under D2B; Digital solutions	Brand supplier under D2C; Beauty products	1,600	179	3,306	189	3,909	63	961	—
Customer D	Brand client under D2B; Digital solutions	Brand supplier under D2C; Consumer goods and personal care products	935	2,118	510	873	—	—	—	—
Supplier E	Brand client under D2B; Digital solutions	Brand supplier under D2C; Sleep products	—	—	686	2,819	541	3,506	161	504
Supplier F	Brand client under D2B; Digital solutions	Brand supplier under D2C; Beauty products	—	—	137	2,504	636	4,169	262	1,367

The number of overlapping customers and suppliers was approximately 16, 19, 23 and 22 in each of 2021, 2022, 2023 and the four months ended April 30, 2024, respectively. The revenue from these overlapping customers and suppliers in each of 2021, 2022, 2023 and the four months ended April 30, 2024 was S$10.7 million, S$10.2 million, S$14.5 million and S$4.6 million, respectively, contributing to approximately 12.5%, 9.1%, 11.5% and 12.6% of our total revenue in each of the same periods, respectively. In each of 2021, 2022, 2023 and the four months ended April 30, 2024, our gross profit generated from these overlapping customers and suppliers was S$7.3 million, S$6.3 million, S$9.8 million and S$3.2 million, respectively, and our gross profit margin generated from these overlapping customers and suppliers was 68.2%, 61.8%, 67.6% and 69.6%, respectively. During the Track Record Period, our gross profit margins generated from our overlapping customers and suppliers were commensurate with those generated from our other customers. Our purchases from these overlapping customers and suppliers in each of 2021, 2022, 2023 and the four months ended April 30, 2024 was S$47.2 million, S$63.2 million, S$77.5 million and S$22.5 million, respectively, contributing to approximately 57.8%, 60.3%, 64.5% and 64.2% of our total purchase in each of the same periods, respectively.

In 2021, 2022, 2023 and the four months ended April 30, 2024, revenue from the provision of D2B service to the five largest suppliers in each period contributed approximately 3.8%, 5.9%, 8.3% and 9.2% of our total revenue, respectively, and purchases from the five largest customers in each period contributed approximately 40.9%, 48.5%, 50.6% and 51.2% of our total purchase, respectively.

Our Directors have confirmed that all of our revenue and purchases from the overlapping customers and suppliers were conducted in the ordinary course of business under normal commercial terms. The terms of our agreements with these overlapping customers and suppliers are substantially the same as those with our other customers and suppliers. As of the Latest Practicable Date, to the best knowledge of our Directors, all of these customers and suppliers were Independent Third Parties.

PRICING

We have different pricing models for our D2B and D2C business models.

For our D2B business model, we typically charge fixed service fees based on different combination of our solutions that our brand clients use and/or fee-per-sale where we are paid with an as-agreed percentage of our brand clients' sales revenue empowered by our digital solutions only when our solutions successfully generate sales for our brand clients.

For our D2C business model, we set the retail price of brands' products either solely or jointly with our brand suppliers, taking into account a variety of factors, including costs of the products, our intended margin, among others. We record revenue directly from the sales of brands' products, and then pay the purchase amounts of such products to our brand suppliers.

SEASONALITY

Our results of operations are subject to seasonal fluctuations. For example, our revenue is relatively higher during festive seasons, such as the Christmas holidays, which occurs in the fourth quarter of the year. Additionally, we observe a notable surge in our revenue when online marketplaces (such as Lazada) launch online campaigns, such as Singles' Day 11.11 sale, 12.12 sale and year-end sale, when consumers tend to shop more online. See "Risk Factors — Risks Relating to the Target Group's Business — Our results of operations are subject to fluctuations due to the seasonality of our business."

RETURNS AND RETURN POLICY

Under our general terms and conditions of sales and in accordance with relevant laws and regulations and industry practice, we typically provide return policies for the sales of brands' products under our D2C business model. Our return policies are offered to consumers on a back-to-back basis, based on the return policies of our brand suppliers that are available to us. We generally allow consumers to cancel an online order before the order is shipped or to return products within 14 days of purchase.

Under our D2B business model, we manage all order returns for our brand partners. Consumers first return products to the touchpoint from which they purchase products, which returns the product to a designated warehouse in our digital supply chain network. The warehouse team checks the quality of the product to assess whether it is still in a re-saleable format, and then decides whether to re-inbound the product for future sales or write it off.

Our expenses for returned products that are not in a saleable condition is generally borne by our brand suppliers on a back-to-back basis. In 2021, 2022, 2023 and the four months ended April 30, 2024, the percentage of returned orders is 1.0%, 1.4%, 1.7% and 1.8% of our total orders, respectively.

During the Track Record Period and up to the Latest Practicable Date, we did not experience any material product return or replacement claim, nor did we receive any material warranty claim. During the Track Record Period and up to the Latest Practicable Date, we did not have any product recalls. During the Track Record Period and up to the Latest Practicable Date, we did not receive complaints from consumers that materially and adversely affected our results of operations.

INSURANCE

We maintain insurance policies to safeguard against risks and unexpected events, including public liability insurance, all risks, fire and extraneous perils and business interruption insurance, cyber insurance and work-related injury compensation insurance. In addition, we provide supplementary commercial insurances such as accidental injury insurance to a majority of our employees. We obtain such insurance from reputable insurance carriers in accordance with commercially reasonable standards. Consistent with general market practice, we do not maintain any key man life insurance.

We periodically review our insurance coverage to ensure that it remains sufficient. Our Directors believe that the coverage from the insurance policies we maintain is adequate for our present operations and is in line with the industry norm. During the Track Record Period and up to the Latest Practicable Date, we did not file any material insurance claims, nor did we encounter any material difficulties in renewing our insurance policies. For a detailed discussion of risks relating to our insurance coverage, see "Risk Factors — Risks Relating to the Target Group's Business — We may not have sufficient insurance coverage to fully cover our business risks, which could expose us to significant costs and business disruption."

COMPETITION

We operate in a competitive digital solutions industry in relation to e-commerce and are subject to competition from existing players as well as new entrants to the industry.

We differentiate ourselves from our competitors by offering our data-driven digital solutions along the e-commerce value chain, from technology, online store operations, content and channel management, digital marketing, customer service, warehousing to fulfillment. In contrast, our competitors typically fall into one of the following three categories: (i) provide a narrow scope of e-commerce services and address limited aspects of brands' e-commerce strategies; (ii) provide a narrow scope of e-commerce services on multiple e-commerce channels but lack the ability to

provide services for multiple product categories; or (iii) provide basic end-to-end e-commerce services (including basic online store operations, customer services, IT services, marketing services and warehousing and fulfillment services) but lack the ability to help brands develop and execute e-commerce strategies across omni-channels or provide multi-category services. In the event that e-commerce channels choose to provide solutions similar to ours and brands opt to develop in-house digital solutions capabilities and teams, we believe that we are able to compete favorably with them, as we have (i) access to various major digital touchpoints; (ii) diversified types of large amounts of data from various e-commerce channels brands; (iii) strong geographical footprints in the six main economies in the region; (iv) an established digital supply chain network across the region; and (v) requisite experiences and expertise accumulated from years' of operations in the fragmented markets in the region, all of which enable us to distinguish ourselves from our competitors. Brands that seek collaboration with our competitors may end up having to work with multiple service providers with different technology infrastructure, information system and operational requirements, while their e-commerce related needs can be served by our digital solutions in a smooth and efficient manner.

PATH TO PROFITABILITY

Historical Loss

We were founded at the end of 2014 and started providing digital solutions to brands and businesses from 2016. Since our incorporation we have incurred significant cost and expenses to acquire brand partners, develop business relationships with e-commerce channels, and grow our business across different countries in Southeast Asia. Historically we started from operating in Singapore and gradually expanded our presence to the six major markets in Southeast Asia from 2017 to 2020. Due to our continuous business expansion, we incurred significant operating expenses, primarily selling and distribution expenses and general and administrative expenses, which resulted in our prolonged loss-making position. Such large amounts of operating expenses were primarily because:

- The e-commerce market in Southeast Asia is fragmented. This requires substantial efforts and operating expenses for us to expand our business, including establishing local presence in each region, accumulating local experiences and expertise of each particular region, conducting standalone sales and promotional activities in each region, training local teams, and developing relationships with local e-commerce channels and third-party supply chain partners;

- As different ethnic groups in different regions across Southeast Asia have different consumer preferences, languages, and cultures, we need extra digital marketing efforts to produce localized marketing campaign, including translation into local languages,

repositioning consumers' profile and redesigning the visual presentation to cater to local consumers' specific needs. This also incurred substantial sales and promotional expenses; and

- The legal and regulatory regime in Southeast Asia is complex and localized. We need to comply with different regimes of legal and regulatory requirements for our local operations in each region, which increased our operating expenses.

We expect a significant increase in our net loss in 2024 primarily due to (i) the expected increases in our selling and distribution expenses in implementing our strategy to further expand our business, (ii) the De-SPAC Transaction expenses and (iii) our one-off share-based payment expenses associated with the share awards and options granted prior to the Listing.

Path to Profitability

We expect to improve our financial performance and achieve profitability in the near future through continuous revenue growth and improved cost efficiency. Specifically, we plan to (i) further increase our revenue, (ii) monitor and improve our key operating metrics, (iii) further retain and attract brand partners, (iv) further expand our digital solutions business, (v) improve our gross profit margin, (vi) further improve our operating efficiency, and (vii) improve our liquidity position.

Further Increase Our Revenue

- ***Overall growth of underlying e-commerce market and digital solutions market will boost our growth.*** The e-commerce market and the digital solutions market in Southeast Asia has experienced rapid growth in recent years and is expected to continue growing. According to CIC, the size of the e-commerce market in Southeast Asia increased at a CAGR of 43.3% from US$23.0 billion in 2018 to US$139.0 billion in 2023, and is expected to further increase at a CAGR of 15.4% from US$160.9 billion in 2024 to US$285.0 billion in 2028; and the size of the digital solutions market in Southeast Asia increased at a CAGR of 50.6% from US$0.1 billion in 2018 to US$0.7 billion in 2023, and is expected to further increase at a CAGR of 21.4% from US$0.8 billion in 2024 to US$1.7 billion in 2028. We believe that we are well positioned to capture the immense market opportunities, and our brand recognition and extensive industry experience will be our key competitive advantages in driving the overall growth of our business.

- ***Benefit from the consumer premiumization trend in Southeast Asia.*** As a multi-regional digital solutions provider in Southeast Asia, we believe that we will be very well-positioned to enable our brand partners to capitalize on the consumer premiumization trends happening in this region. The burgeoning mass-affluent class across the Southeast Asia markets where

we are already present affords us the opportunity to establish strategic alliances with new premium brands to facilitate their seamless entry and growth into these markets, as well as engage existing premium brands for additional and more comprehensive solutions of our service offerings. In addition, the consumer premiumization trends in Southeast Asia will enable us to sell more premium products which have higher margin, improving our profitability. We plan to invest in additional sales and distribution resources in growing our solutions to premium brands and sales of premium products to increase our revenue under both D2B and D2C business models. In particular, we plan to arrange a dedicated sales team to serve premium brands, by conducting regular communications with them to learn about their business goals and needs, holding seminars on digital solutions to enhance relationships, and discussing with brands' management to refine brands' strategies. Through these initiatives, we expect to have a better understanding of premium brands' needs so as to explore further cooperation opportunities. In addition, we plan to further expand our digital supply chain network and enhance our relationships with these service providers. By building a broad and seamless distribution network in each local market, we expect to convince premium brands of our excellent supply chain capability to win more business. We believe that the higher margin of premium products will enhance our margins under both D2B and D2C business models, enabling us to achieve profitability.

Monitor and Improve Our Key Operating Metrics

Certain operating metrics, such as the number of online visitors, consumer conversion rate, and average revenue per consumer, are key to our business operations and financial performance. We will constantly monitor such operating metrics and formulate effective measures to maintain and improve such data, in order to improve our revenue.

- ***Grow the number of online visitors to our brand stores.*** The number of online visitors refers to internet users who have visited our brand stores. During the Track Record Period, the number of online visitors increased from 41.3 million in 2021 to 52.5 million in 2022, and further to 58.7 million in 2023, with a CAGR of 19.2%. To attract more visitors into our brand stores, we plan to conduct more effective digital marketing campaign with creative design, such as targeted marketing. In addition, we plan to work with our brand partners to bring in new and diversified products to provide the visitors with more options. We also plan to conduct more digital marketing through live streaming and social media channels, which are popular e-commerce platforms, to garner consumer interests. By growing the number of online visitors to our brand stores, we expect to increase our revenue, primarily due to more sales under D2C business model and more solutions fees under D2B business model as a result of our brand partners' more sales.

- ***Improve average revenue per consumer.*** Average revenue per consumer has a positive liner effect on our revenue. As consumers' purchasing sentiments are usually influenced by festive marketing campaign, we plan to organize more marketing activities to increase our average revenue per consumer, such as mega sales, super brand day sales, and festive promotions.

- ***Increase the number of brand stores we serve.*** During the Track Record Period, the number of active brand stores we served increased from 299 in 2021 to 324 in 2022 and further to 350 in 2023, and continued to increase from 335 in the four months ended April 30, 2023 to 357 in the four months ended April 30, 2024, contributing to our increased revenue in the same periods. We plan to engage with more brand partners and further explore existing brand partners' business needs to open and operate more brand stores for them. We expect that our efforts to increase the number of brand stores we serve will continue to contribute to our revenue growth.

Further Retain and Attract Brand Partners

In the future, we will further enhance our service quality to achieve effective brand partners retention rate. We plan to apply part of the net proceeds from the De-SPAC Transaction to innovate, develop and maintain our technology and infrastructure to enhance our service quality. In particular, we intend to leverage our big data analytics and industry know-how accumulated through serving our existing brand partners under our D2B business model and consumers under our D2C business model to further improve the effectiveness of our digital solutions. Meanwhile, we will also continue to provide systematic and regular training sessions for our employees, so as to enhance their service capabilities to our brand partners. We believe that by improving our technological capabilities and service quality, we will be able to acquire new and retain existing brand partners to further grow our D2B business. We also expect to benefit from our increasing brand partner base to cross-sell our solutions between our D2B business model and D2C business model.

Further Expand Our Digital Solutions Business

Leveraging our deep insights, expertise and long-standing presence in the digital solutions market in Southeast Asia, we plan to expand into new territories to seize the huge market opportunities. In particular, we plan to expand our business in the greater China region and Europe starting from Hong Kong and Spain, respectively. We plan to invest in (i) developing business relationships with other brands and e-commerce channels in new territories, and (ii) research and development to enhance our technological capabilities and service offerings to keep up with the industry trend and meet the evolving demand of brands in different parts of the world. By expanding into new territories, we believe we will be able to further increase our revenue scale.

Improve Our Gross Profit Margin

We intend to improve our gross profit margin mainly through (i) strategically expanding our D2B business; and (ii) reducing our cost of sales.

During the Track Record Period, we recorded a much higher gross profit margin under our D2B business model than that under our D2C business model. Our gross profit margin under our D2B business model was 68.2%, 61.5%, 67.5% and 69.1% in 2021, 2022, 2023 and the four months ended April 30, 2024, respectively, while that under our D2C business model was 18.7%, 19.7%, 13.8% and 13.9% in the same periods, respectively. One of our future strategies is to acquire new brand partners to use our digital solutions and our Synagie Platform and explore the needs of our current brand partners to engage them for more digital solutions. By strategically focusing on our D2B business with a higher margin, we believe that our revenue generated under D2B business will account for an increasing portion of our total revenue and our overall gross profit margin would grow.

In addition, we plan to effectively control our cost of sales in order to increase our margin. In particular, we plan to negotiate a lower channel cost with e-commerce channels, leveraging our growing business scale. In particular, we have succeeded in obtaining up to 50% reduction in channel costs for onboarding popular brands to open online stores on certain e-commerce channels. We expect to further reduce channel costs in the future by onboarding more popular brands to more e-commerce channels. We also plan to negotiate with our brand partners for lower costs of their products if our sales under D2C hit certain sales targets. For example, certain brands have agreed to grant us performance bonuses up to 10% of our product costs if our sales under D2C business hit sales targets pre-set by brands and ourselves. We expect to negotiate with more brands for such performance bonus arrangements.

Further Improve Our Operating Efficiency

We have established business presence and accumulated local experiences and expertise in operating in the six major markets in Southeast Asia over the past ten years. In addition, the warehouses, logistics and fulfillment service providers in Southeast Asia are becoming more sophisticated in recent years. Therefore, we believe that we will be able to effectively manage our operating expenses and improve profit margins. Our operating expenses include selling and distribution expenses, and general and administrative expenses. Our operating expenses totaled S$35.9 million, S$43.5 million, S$46.7 million, S$13.6 million and S$14.6 million in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively, representing 41.7%, 38.6%, 36.9%, 43.2% and 40.0% of our total revenue in the same periods, respectively.

- ***Selling and distribution expenses.*** Our selling and distribution expenses, comprising primarily our sales and promotional expenses, fulfillment expenses and last-mile logistics expenses paid to third-party service providers, amounted to S$15.1 million, S$19.3 million, S$20.7 million, S$5.4 million and S$6.8 million in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively, accounting for 17.6%, 17.1%, 16.3%, 17.1% and 18.5% of our total revenue, respectively, in the same periods. As we adopted an asset-light model in 2022 where we engaged third-party supply chain service providers to undertake our fulfillment services which was less costly than our in-house fulfillment, our fulfillment expenses decreased significantly from 2022 to 2023, and further decreased from the four months ended April 30, 2023 to the four months ended April 30, 2024. We plan to further control our fulfillment expenses leveraging our scalable asset-light digital supply chain network, and we expect that our selling and distribution expenses will further decrease as a proportion of revenue, further improving our net profit margin.

- ***General and administrative expenses.*** Our general and administrative expenses, comprising primarily compensation and benefits expenses, depreciation and amortization expenses, and share-based payment expenses, amounted to S$20.7 million, S$24.2 million, S$26.0 million, S$8.2 million and S$7.8 million in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, accounting for 24.1%, 21.5%, 20.5%, 26.1% and 21.5% of our total revenue, respectively, in the same periods. Our general and administrative expenses accounted for a decreasing portion of our revenue during the Track Record Period, reflecting our overall cost savings efforts with the intention of improving our operational efficiency. Our compensation and benefits expenses accounted for the largest portion of our general and administrative expenses during the Track Record Period. Going forward, as we will implement a series of measures to improve our employees' work efficiency, including hosting regular skillset training sessions and offering more effective technology tools, to improve our operational efficiency, we expect our compensation and benefits expenses as a percentage of revenue to further decrease. In addition, as we scale our business, we will be able to gradually benefit from economies of scale and improve our operational efficiency. As a result, we expect that our general and administrative expenses will further decrease as a proportion of revenue, further improving our net profit margin.

Improve Our Liquidity Position

We recorded net current liabilities of S$11.4 million, S$16.0 million, and S$3.6 million as of December 31, 2023 and April 30 and August 31, 2024, respectively. Our net current liabilities position was primarily due to our increase in trade payables, in line with our increased revenue and business expansion. See "Financial Information of the Target Group — Discussion of Certain Key Balance Sheet Items — Net Current Assets/(Liabilities)." In addition, we incurred net cash

outflows from our operating activities of S$7.6 million, S$0.7 million, S$8.8 million and S$6.5 million in 2021, 2022 and the four months ended April 30, 2023 and 2024, respectively, while net cash inflow of S$3.8 million in 2023. See "Financial Information of the Target Group — Liquidity and Capital Resources — Operating Activities." We intend to improve our liquidity position through optimized management of our working capital, including the following measures:

- we will collect our trade receivables in a more efficient manner and with relevant measures, such as by continually monitoring the credit profiles and operating and financial conditions of our brand clients, and proactively following up on our trade receivables to ensure they are paid as scheduled;

- we plan to negotiate shorter credit terms with our brand clients, leveraging our market leadership, reputation and successful track records. In the future, we also plan to develop relationships with more brand clients that have stronger credit profiles;

- we expect to enhance our bargaining power over our suppliers as our business continues to scale up, and plans to negotiate extended payment cycles and better credit terms with our suppliers. We expect to be able to gradually enjoy economics of scale arising from our further business expansion, which will improve our cash position; and

- we will control our budget and optimize our operations to further reduce our operating expenses, including selling and distribution expenses and general and administrative expenses. By improving our operational efficiencies, we expect to improve our profit margin and thus enhance our cash position.

The foregoing forward-looking statements are based on numerous assumptions regarding our present and future business strategies and the environment in which we will operate in the future. These forward-looking statements involve known and unknown risks, uncertainties and other factors, some of which are beyond our control, and may cause the actual results, performance or achievements, or industry results, to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

As we implement the aforementioned measures, our Directors believe that we are effectively paving the way for long-term sustainable profitability, and nothing has come to the Joint Sponsors' attention that would cause them to cast reasonable doubt on the view of the Directors above.

Working Capital Sufficiency

The Directors of the Successor Company are of the opinion that taking into account the estimated net proceeds from the De-SPAC Transaction and the expected cash generated from operating activities, the Successor Group has sufficient working capital for its present requirements

for the next 12 months from the date of this circular. The Successor Company also proactively reviews and adjusts its cash management policy and working capital needs according to general economic conditions and its short-term business plans.

The Successor Company currently does not have plans to issue new shares to raise funds shortly after the Listing and in the near future. The Successor Company believes that potential external financing sources, including those to which the Successor Company will gain access after the completion of the De-SPAC Transaction, will provide additional funding to fuel its business operation and expansion until the Successor Group achieves profitability.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE

Overview

Since our founding, we have been highly committed to sustainable corporate responsibility projects, both through charitable endeavors and by extending the benefits of our Synagie Platform to the society. We are committed to integrating ESG management into our daily operations, continuously saving energy, reducing emissions, and achieving green sustainable development through scientific and technological innovations. With respect to labor and safety, our human resources department may, from time to time, if necessary and after consultation with our relevant external legal advisor, adjust our human resources policies to accommodate material changes to relevant labor and safety laws and regulations to ensure compliance with applicable laws and regulations. During the Track Record Period and up to the Latest Practicable Date, we had not been subject to any fines or other penalties due to non-compliance with environmental, health or work safety regulations.

Governance on ESG-related Matters

Our Board has the collective and overall responsibility for establishing, adopting and reviewing our ESG-related strategies and policies. Set forth below is a summary of principal responsibilities of our Board in respect of ESG-related matters:

- formulating and adopting policies on ESG matters (the "**ESG Policy**");
- keeping abreast of latest ESG-related laws and regulations, including the applicable sections of the Listing Rules, identifying environment-related risks, and updating our ESG Policy in accordance with the latest regulatory updates;
- identifying key stakeholders based on our business operations, understanding such stakeholders' influences with respect to ESG matters, and establishing and maintaining the communication channels to engage with them;

- monitoring the effectiveness and ensuring the implementation of our ESG Policy, and improving internal ESG governing structure;

- identifying key performance indicators, the relevant measurements, the mitigating measure and the targets; and

- approving the annual ESG reports in accordance with Appendix 27 to the Listing Rules.

We have appointed a chief sustainability officer and a ESG working group who are responsible to promote environmental awareness, set ESG goals and implement initiatives to improve our environmental performance and sustainability.

Efficiency Enhancement and Carbon Neutralization

Our commitment to ESG principles is deeply embedded in our business operations and the solutions that we offer. We are a sustainable carbon neutral company as certified by TÜV Rheinland, based on ISO14064-1, ISO14064-2 and PAS2060 standards. We have been recognized for our ESG initiatives and were awarded the Best eCommerce Fulfillment Award for "high-touch customized solutions and green sustainable fulfillment methods" at the Asia eCommerce Awards 2022.

We operate an asset-light and green cloud-based supply chain across Southeast Asia. We are committed to raising public awareness about environmental issues and promoting an eco-friendly mindset among our business clients. We have endeavored to reduce carbon emissions across our operations wherever possible and help our brand partners to achieve their ESG goals. We actively promote green initiatives by promoting the use of sustainable packaging used in our logistics operations among other measures. In particular, we are striving to explore options that further reduces carbon emission through providing green delivery options at checkout and using eco-friendly packaging that is biodegradable and/or reusable. Furthermore, we intentionally choose supply chain partners with a strong commitment to carbon emission reduction in our collaboration with third-party service providers.

We have offset our carbon emission through biodiversity conservation, reducing emissions from deforestation and forest degradation initiatives with Verra and Gold Standard. During the Track Record Period, we produced approximately 3,835.4 tons of greenhouse gas ("**GHG**") emissions and removed such GHG emissions by purchasing carbon credits certified by Verra or Gold Standard in achieving carbon neutrality. By offsetting our carbon emissions, we have contributed to 16 sustainable development goals outlined by the United Nations.

Energy Conservation and Environmental Sustainability

Due to the nature of our business, we do not directly generate industrial pollutants and did not incur any cost of compliance with applicable environmental protection rules and regulations during the Track Record Period. We recognize the importance of preserving the natural environment, conserving natural resources and protecting global ecosystems to create a sustainable society for our future generations. We endeavor to reduce any negative impact on the environment through our commitment to energy saving and sustainable development. We have initiated a series of campaigns that aim to reduce waste and carbon emissions of both our Company and our employees. We encourage our employees to be mindful of the environment when consuming office supplies and traveling. We are committed to sustainability as part of our corporate strategy, and we strive to cultivate a sustainable mindset among our employees and work environment.

Metrics and Targets for Environmental Sustainability

We are committed to operating our business in a manner that protects the environment and improves environmental sustainability. We have established a set of key performance indicators to evaluate and guide our business operations.

During the Track Record Period, our businesses primarily operated in offices and the most material resource consumption was the use of electricity. We evaluate our electricity consumption in accordance with the relevant policies and regulations, and endeavor to proactively save energy in response to the government's initiatives. The use of electricity accounted for the largest proportion of the GHG emission in our business operations. The table below summarizes our annual consumption of key resources during the Track Record Period:

	Year Ended December 31,		
Type of energy/resources	**2021**	**2022**	**2023**
Electricity consumption volume (kWh)	762,690	878,023	754,327
Electricity consumption intensity[(1)]	8.9	7.8	6.0

Notes:

(1) Electricity consumption intensity equals total electricity consumption volume (in MWh) divided by total revenue (SGD in millions) for the period.

We strive to foster electricity saving culture. We target to reduce our electricity consumption intensity through the measures below:

Electricity consumption. We continue to monitor our electricity consumption level and (i) encourage the use of natural lighting, (ii) recommend our employees to unplug electrical appliances that are not in use, (iii) promote the use of disposable products and reuse bags and cartons, (iv) encourage the use of public transport to save energy and reduce GHG emissions, (v) encourage paperless office and encourage our employees to print on both sides of paper and in black and white. We target to reduce our electricity consumption per revenue SGD in millions by approximately 10% by 2025 from the consumption intensity level in 2023.

Paper consumption. We promote the paperless business operation campaign. We ask our employees to be mindful of the environment when consuming office supplies, such as using double-sided printing, only printing when necessary, archiving files digitally and using scrap paper. We will continue to advocate and encourage employees to use ecofriendly printing paper, reduce the use of disposable items such as disposable cups and chopsticks, make work from home arrangement to effectively save energy consumption, reduce the use of bottled water and use double-sided printing to reduce paper usage.

Energy consumption from IT infrastructures

We do not own or operate data center or server room by ourselves. Our data was stored in cloud servers operated by third-party cloud service providers who have disclosed how they assessed the climate risks and took mitigation plans in their ESG reports. We will continue to monitor the potential climate risks associated with our IT infrastructure service providers.

Potential Impact of Climate Change on Our Business

In view of our business nature, we do not anticipate the climate changes and other environment-related risks to have any material impact on our business operations, financial performance and strategy. Despite that we do not see climate-related risks affecting our business or financial conditions in short term, it may potentially affect our business and financial conditions in medium or long term.

Physical climate risks

The increasing frequency and intensity of climate-related physical hazards, such as heatwaves, floods, rising sea levels, cause complex risks and financial implications for companies. Physical climate change risks are geographic location specific and can be either event driven (acute) or longer-term shifts (chronic) in climate patterns.

Our offices are mostly located in Singapore, Malaysia, Philippines, Vietnam, Thailand, Indonesia, and Spain. Preliminary analysis on the physical climate change risks in these locations have indicated potential high risks of coastal flood, tsunami, cyclone, extreme heat, wildfire and landslide. Typhoons and floods caused by heavy rains as well as other natural disasters may have a negative impact on our business operations. Extreme weather conditions may also cause threats to the health and safety of our employees. We will further assess the risks and evaluate the financial implications from climate changes in accordance with Hong Kong Stock Exchange climate disclosure requirements and develop clear emergency management plans and take mitigation actions upon the completion of the De-SPAC Transaction.

Transition climate risks and opportunities

Transitioning to a lower-carbon economy may entail extensive policy, legal, technology and market changes to address climate change mitigation and adaptation requirements. Regulators may require enhancing disclosures on emissions and tighten environmental regulations. In order to address transition risks, we will keep abreast of the development and dynamics of changing policies and regulations, and continuously improve on disclosure transparency.

On the other hand, climate changes may bring about opportunities to our business operations. Leveraging our Synagie Platform, we help to promote and lead the industry towards carbon neutrality. We intend to take advantages of the policies towards a greener economy to actively promote reduction of carbon footprints of our brand partners and establish a positive brand image.

Greenhouse Gas Emissions

According to the Greenhouse Gas Protocol ("**GHG Protocol**") as published by World Resources Institute and World Business Council for Sustainable Development, GHG emissions are divided into three categories for businesses and organizations, namely Scope 1, Scope 2 and Scope 3. Scope 1 is direct emissions that occur from sources that are owned or controlled by the company. Scope 2 accounts for indirect emissions from the generation of purchased electricity consumed by the company. Scope 3 accounts for indirect emissions that are not produced by the company itself but under the control of suppliers or customers, so they are affected by decisions made outside the company, such as business travels, purchased goods and services, and employee

commuting. Reducing Scope 1 and 2 emissions, is usually the priority in a company's carbon reduction strategy. With the climate emergency demanding more immediate action, there is a growing need to reduce GHG emissions wherever possible. The table below summarizes our annual Scope 1 and Scope 2 emissions during the Track Record Period:

Greenhouse gas emissions (CO_2e in tons)	**Year Ended December 31,**		
	2021	**2022**	**2023**
Scope 1[(1)]	0.1	0.1	0.1
Scope 2	346.8	332.4	367.1
Total emissions[(2)]	**346.9**	**332.5**	**367.2**

Notes:

(1) Scope 1 is direct emissions that occur from sources that are owned or controlled by the company.

(2) Scope 2 accounts for indirect emissions from the generation of purchased electricity consumed by the company.

As a responsible enterprise, we have been endeavoring to take more responsibilities in accounting for Scope 3 emissions. The GHG Protocol classifies Scope 3 emissions into 15 categories, and the following table sets forth the categories that are applicable to our daily operations.

Category of Scope 3 emissions (CO_2e in tons)	**Year Ended December 31,**		
	2021	**2022**	**2023**
Category 1: Purchased goods and services	848.8	868.8	855.7
Category 6: Business travel	—	14.9	13.9
Category 9: Downstream transportation and distribution	38.7	78.9	69.1
Total	**887.5**	**962.6**	**938.7**

Our GHG emissions intensity, which is calculated by dividing total GHG emissions by million SGD of revenue in each year, had a decreasing trend during the Track Record Period, reflecting our efforts to reduce as much GHG emissions as possible by replacing our packaging with eco-friendly packaging since 2022 and reducing our electricity consumption.

Targets for the reduction of GHG emissions

We are committed to the continuous reduction of emissions. As of the Latest Practicable Date, we had set several reasonable management targets, except for total quantitative GHG emission reduction targets as the total amount of GHG emissions will increase as our business expands and the intensity targets will allow us to set emission reduction targets in tandem with business growth. Specifically:

- In terms of scope 1 emissions, we plan to reduce the scope 1 emissions intensity by 5% per year from the emissions intensity level in 2023 for five years, with reference to the standards set by Science Based Targets initiative.

- In terms of scope 2 emissions, we plan to reduce the scope 2 emissions intensity by 5% per year from the emissions intensity level in 2023 for five years, with reference to the standards set by Science Based Targets initiative.

- In terms of scope 3 emissions, we plan to reduce the scope 3 emissions intensity by 5% per year from the emissions intensity level in 2023 for five years, with reference to the standards set by Science Based Targets initiative.

In the meantime, we have taken active carbon reduction measures in our business operation as well as along the upstream and downstream value chain, such as the use of eco-friendly packaging for our orders under D2C business model. We intentionally choose supply chain partners with strong commitments to carbon emission reduction when evaluating their performance. We will continue to work with our customers and suppliers to carry out more active and effective environmental protection, energy saving and carbon reduction actions, and also develop the reduction targets and formulate feasible action plans to strengthen our ESG performance upon the completion of the De-SPAC Transaction.

Gender Equality and Diversity Enrichment

We value gender equality and diversity, and we have taken initiatives to broaden the impact of female workers, empower and encourage them to share their perspectives. We believe that diversity, including but not limited to gender diversity, is important to us in thriving in the business environment. We are on a continuous journey to improve well-being of everyone working with and for us. We foster inclusion and equality among employees from all backgrounds, regardless of religion, age, gender, disability, citizenship status and parental status, among others. In particular, we foster women's empowerment through targeted initiatives including introduction of hybrid work arrangement for women with young children. Our "Talent-on-Demand" program offers part-time employment for qualified individuals who are unable to commit to full-time roles

due to certain personal circumstances, and has benefited more than 100 individuals across Southeast Asia, majority of which are women, as of the Latest Practicable Date. As of April 30, 2024, 38.6% of our employees were male and 61.4% were female, of which 61.7% were under the age of 30, 33.3% were between the ages of 30 and 40, and 5.0% were over the age of 40. Our workforce consisted of professionals with diverse expertise in, among others, sales, marketing, channel development, warehouse operations, finance, and human resources. We plan to continue to roll out more measures to carry out our commitment to supporting people with diverse backgrounds.

PROPERTIES AND FACILITIES

Owned Properties

As of the Latest Practicable Date, we did not own any real property.

Leased Properties

We leased seven properties with an aggregate GFA of approximately 1,056 sq.m. of office space and approximately 2,574 sq.m. of warehouse space in Singapore as our headquarters, as of April 30, 2024. In addition, we occupy five properties with an aggregate GFA of approximately 681 sq.m. of office space and approximately 900 sq.m. of warehouse space in the Philippines, Malaysia, Vietnam and Indonesia. Our premises are leased under operating lease agreements from Independent Third Parties with term ranging from one to three years.

We believe that our leased properties meet our present needs and we regularly assess our space requirements.

During the Track Record Period and up to the Latest Practicable Date, we did not encounter any material difficulties in renewing lease agreements or locating new premises for our facilities. We do not foresee any major challenges or impediments in renewing the relevant leases upon their expiration.

EMPLOYEES

As of April 30, 2024, we had a total of 378 full-time employees. The following table sets forth a breakdown of our employees by function as of April 30, 2024.

Function	Number	Percentage of Total
		(%)
Founders, management and heads of department	15	4.0
Accounts and channel management	147	38.8
Customer, data and technology development	66	17.5
Marketing and content solutions	81	21.4
Operations and support	69	18.3
Total	**378**	**100.0**

Our success depends on our ability to attract, motivate, train and retain qualified personnel. We believe that we have provided our employees with competitive compensation packages and an environment that fosters career development. To recruit new talent, we employ various means such as campus events and colleague referrals, which enables us to build and cultivate our own pool of skilled professionals. Our initiatives for talent retention encompass executive coaching, employee surveys or engagement, training and development, compensation and rewards. As a result of these efforts, we believe that we have been generally successful in attracting and retaining qualified personnel, and have established a stable core management team.

To formalize our employment relations, we enter into standard labor contracts with our employees. These contracts cover matters such as salaries, bonuses, employee benefits, workplace safety, confidentiality obligations, and grounds for termination. We also enter into standard confidentiality and non-compete agreements with our senior management.

Our senior management team consists of members that possess strong marketing capabilities, deep industry knowledge and working experience with brand partners. See "Successor Directors and Senior Management of the Successor Company." We have developed a corporate culture that demonstrates collaboration, agility, resilience and excellence. Such values demand intricate coordination, quick problem-solving, unwavering resilience and a commitment to providing quality services.

To maintain the quality, knowledge and skill levels of our workforce, we provide comprehensive training programs, including orientation programs and professional development training, to empower our employees to excel in their roles and drive innovation. Our orientation program covers such topics as our corporate culture, and e-commerce workflows and services. In 2022, we established Synagie Commerce Academy in partnership with Singapore Management University ("**SMU**") to develop a dedicated training program certified by SMU focusing on personal development, marketing and creative services and customer engagement solutions.

Our employees are not represented by any labor unions. We believe that we maintain a positive working relationship with our employees. During the Track Record Period and up to the Latest Practicable Date, we had not experienced any material disputes with our employees.

LEGAL PROCEEDINGS AND COMPLIANCE

Legal proceedings

From time to time, we may be involved in legal proceedings or be subject to claims arising in the ordinary course of our business. We cannot predict the results of litigation and claims. See "Risk Factors — Risks Relating to the Target Group's Business — We may be subject to legal proceedings during the ordinary course of our business, which could adversely affect our reputation, business and results of operations."

During the Track Record Period and up to the Latest Practicable Date, there were no legal proceedings pending or threatened against us or our Directors that could, individually or in the aggregate, have a material adverse effect on our business, financial condition and results of operations.

Non-Compliance

During the Track Record Period and up to the Latest Practicable Date, we had not been involved in any material non-compliance incidents that have led to fines, enforcement actions, or other penalties that could, individually or in the aggregate, have a material adverse effect on our business, results of operations and financial conditions.

INTERNAL CONTROL AND RISK MANAGEMENT

With the growth and expansion of our operations, potential risks associated with our business increase, see "Risk Factors" for a discussion of various risk and uncertainties that we face. Our Directors believe that internal control procedures and risk management are crucial to our business development and success.

In order to strengthen our internal control procedures and risk management system to better safeguard the interests of our Shareholders, we have adopted internal control and risk management measures as follows:

- We have formulated a conflict-of-interest management system and put in place reporting procedures and guidelines to provide guidance to employees on how to identify, declare and manage perceived, potential or actual conflict of interest. As a part of this strategy, directors and members of the senior management are required to declare to our Group any potential conflicts of interests that may result in the accrual of a personal advantage;

- We have created anti-fraud, anti-corruption and anti-bribery guidelines and manuals to provide guidance to our employees on ways to identify and address risks associated with fraud and bribery that may arise in the course of business. These guidelines also provide guidance on transactions involving sanctioned persons or countries;

- We have ESG guidelines in place to mitigate the potential impact of ESG-related risks on our operations and other stakeholders in society;

- We have implemented strong cybersecurity technology and practices that safeguard our systems and data and have established a dedicated team to supervise our data protection and data security, ensure compliance with applicable laws and regulations and ensure that we are meeting the expectations of consumers and our brand partners. As of the Latest Practicable Date, we had obtained our ISO 27001 information security management system certification;

- We have implemented rules to delineate the responsibilities and authorities of employees of different levels of seniority. These rules also prescribe limits on employees' authority to approve transactions, depending on the size of the consideration and types of transaction;

- We have created guidelines on internal control, which set out the principles and basis of internal audit work; and

- We have adopted policies to ensure compliance with the Listing Rules and other applicable laws, rules and regulations, including but not limited to compliance in respect of Chapter 13 (Continuing Obligation), Chapter 14 (Notifiable Transactions) and Chapter 14A (Connected Transactions) of and Appendix D2 (Disclosure of Financial Information) to the Listing Rules, and Part XIVA of the SFO.

Taking into consideration the adoption and implementation of the above-mentioned internal control procedures and risk management measures, our Directors are of view that our enhanced internal control and risk management system are adequate and effective to address various potential risks identified in relation to our business.

LICENSES, PERMITS AND APPROVALS

We are required to obtain permits, licenses, approvals, filings and certifications for certain business operated by us from the relevant government authorities as required under laws and regulations in the countries in where we operate. During the Track Record Period and up to the Latest Practicable Date, we had obtained all licenses, permits, approvals, filings and certifications that are material to our operations, and such licenses, permits, approvals, filings and certifications all remain in full effect. See "Regulations Applicable to the Target Group's Business and Operations" for more details regarding the laws and regulations to which we are subject. During the Track Record Period and up to the Latest Practicable Date, we had not experienced any material difficulty in renewing such licenses, permits, approvals and certificates. To the best of our Directors' knowledge, we currently do not expect to encounter any material difficulty in renewing them when they expire, if applicable, and no material unexpected or adverse changes have occurred since the date of their respective issuance.

The following table sets forth the key licenses and permits that were material to our business and operations as of April 30, 2024, except for ordinary business licenses and permits.

License/Permit	Holder	Grant Date	Expiration Date
Commercial registration for e-commerce business	Synagie (Thailand) Ltd.	September 10, 2019	N/A
Cosmetic products import license	Synagie (Thailand) Ltd.	March 5, 2021	N/A
Medical device products import license	Synagie (Thailand) Ltd.	February 25, 2021	December 31, 2025
Certificate of registration (as personal information controller)	Synagie Philippines	N/A	October 9, 2024

License/Permit	Holder	Grant Date	Expiration Date
Cosmetic importer/wholesaler license	Synagie Philippines	N/A	September 20, 2024[(1)]
Medical device distributor-importer/wholesaler license . .	Synagie Philippines	December 5, 2023	October 8, 2025
Registration certificate of electronic system operator	Synagie Indonesia	September 8, 2020	N/A
Business License	Synagie Vietnam	March 18, 2024	N/A
Approval for carrying on business in the unregulated sector in Malaysia	Synagie Malaysia	June 13, 2024	June 12, 2026

During the Track Record Period and up to the Latest Practicable Date, as advised by our legal advisors as to the laws of Indonesia, Malaysia, the Philippines, Thailand and Vietnam, the relevant licenses, approvals and permits, which were issued by regulatory authorities in each of their respective jurisdictions, referred to in the table above had been obtained and remained valid, save that between August 13, 2021 to April 21, 2022 and April 22, 2024 to June 12, 2024, the relevant approval for carrying on business in the unregulated sector in Malaysia (the "**Approval**") had expired and was under the process of renewal. We had submitted renewal applications to the relevant regulatory authority for the renewal of the Approval. The delay with the renewal at each instance above was due to the extended time taken by the relevant regulatory authority to process the application and subsequently issue the renewed Approval after the expiry of the earlier Approval.

Notwithstanding the above, the Guidelines on Foreign Participation in Distributive Trade Services in Malaysia (the "**Guidelines**") which the Approval is sanctioned, is not promulgated pursuant to any act of Parliament or any subsidiary legislation. As such, the Guidelines does not hold force of law. Furthermore, the Guidelines does not impose any penalties for non-compliance. The practical consequence for non-compliance of the Guidelines comes in the form of administrative sanctions, such as the obtainment of expatriate work permits. During the Track Record Period and up to the Latest Practicable Date, the above instances of delay in the renewal of the Approval did not affect the business operations of Synagie Malaysia and all material licenses, permits, approvals and certificates material to the operations of Synagie Malaysia were obtained.

Note:

(1) A renewal application has been submitted, and the license is deemed to be valid as the renewal application was made prior to or within 120 days after September 20, 2024.

During the Track Record Period and up to the Latest Practicable Date, none of the above licenses and permits had been otherwise withdrawn, revoked or terminated.

AWARDS AND RECOGNITIONS

As of April 30, 2024, we had received various awards, honors and recognitions, including the following:

Year of Grant	Award/Recognition	Issuing Organization/Authority
2023	Certificate of Carbon Neutrality	TÜV Rheinland
2023	Gold Prize for Best eCommerce Fulfillment at the Asia eCommerce Awards 2023	Marketing-Interactive
2023	Singapore's Fastest Growing Companies 2023	The Straits Times
2023	Lazada Regional Partner for Excellence	Lazada Group
2023	TikTok's Regional Partner	TikTok
2022	Best eCommerce Fulfillment Award for "high-touch customized solutions and green sustainable fulfillment methods" of the Asia eCommerce Awards 2022	Marketing-Interactive
2021	Lazada Regional Partner of The Year	Lazada Group
2020	APAC High-Growth Companies 2020	Financial Times
2018	Technology Fast 500 Asia Pacific 2018	Deloitte

OVERVIEW

Immediately upon Closing (assuming full redemption of the SPAC Shares, no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing for an aggregate subscription of HK$15,000,000), the Successor Company will be owned as to 34.26% by Alibaba Singapore. Alibaba Singapore is a wholly-owned subsidiary of Alibaba.com Holding Limited, which is a wholly-owned subsidiary of Alibaba.com International (Cayman) Holding Limited, which is a wholly-owned subsidiary of Alibaba.com Investment Holding Limited, which is a wholly-owned subsidiary of Alibaba.com Limited. Alibaba directly owns approximately 80% of the share capital of Alibaba.com Limited and indirectly owns the remainder of the share capital of Alibaba.com Limited through Alibaba Group Treasury Limited, a wholly-owned subsidiary of Alibaba. Accordingly, Alibaba Group will constitute a group of controlling shareholders of the Successor Company after Closing.

DELINEATION OF BUSINESS

Business of the Target Group

The Target Group is a data-driven digital solutions platform in Southeast Asia. It provides integrated digital solutions to its brand partners, where (1) under its D2B business model, it provides data-driven digital solutions to the brands covering all aspects of e-commerce, and (2) under its D2C business model, it sells the brands' products to consumers directly. The Synagie Platform has provided unified and integrated solutions to streamline, enhance and transform traditional commerce practices for brands and provide a smooth e-commerce experience for consumers in Southeast Asia.

Business of Alibaba Group

Alibaba Group's businesses comprise core commerce (including operation of a variety of e-commerce platforms, such as Taobao and Tmall in China, and Lazada internationally), cloud computing, digital media and entertainment, logistics, local consumer services and innovation initiatives. The six major business groups of Alibaba Group are Taobao and Tmall Group, Cloud Intelligence Group, Alibaba International Digital Commerce Group, Cainiao Smart Logistics Network Limited, Local Services Group, and Digital Media and Entertainment Group. Taobao and Tmall, members of Alibaba Group, together constitute the world's largest digital retail business in terms of GMV for the twelve months ended March 31, 2024, according to CIC. Alibaba Group's businesses is centered on developing an ecosystem has developed around its platforms and businesses that consists of consumers, merchants, brands, retailers, third-party service providers (including digital solutions service providers), strategic alliance partners and other businesses,

which make it possible for them to discover, engage and transact with each other and manage their businesses around the platforms of Alibaba Group. As a digital solutions platform in Southeast Asia, the Target Group is one of the participants of the ecosystem developed by Alibaba Group, which, through its Lazada platform, facilitates but does not compete with the Target Group's business.

To the best knowledge of the Successor Directors, Alibaba Group may, from time to time, make strategic investments and acquisitions. Its investment and acquisition strategy is focused on strengthening its digital economy, creating strategic synergies across its businesses, and enhancing its overall value. Many of its investments are in the form of minority investments instead of full acquisitions, where Alibaba Group allows the investees to have operating independence under their existing management, and is not involved in their day-to-day management.

As of the Latest Practicable Date, Alibaba (China) Network Technology Co., Ltd. (阿里巴巴（中國）網絡技術有限公司), an indirect wholly-owned subsidiary of Alibaba, has been a passive investor and a 17.57% shareholder of Shanghai Lily & Beauty Cosmetics Co., Ltd. (上海麗人麗妝化妝品股份有限公司) ("**Lily & Beauty**"). Lily & Beauty is a company listed on the Shanghai Stock Exchange (stock code: 605136) and is an online cosmetics retailing service provider in China. It is principally engaged in the online cosmetics market, and recorded revenue of RMB2.8 billion in 2023, a vast majority of which was derived from its operations in China, mainly through the operation of their online flagship retail stores for cosmetics brands on various digital channels, including Tmall and Douyin, and only generated 3.1% of its revenue in 2023 from overseas market including Japan, Hong Kong, Thailand and Singapore. In addition, it operates a cosmetics distribution business to distribute cosmetic products to sellers on digital channels in China, and requires a certain amount of upfront inventory purchase associated with its operations.

The business of the Target Group is clearly delineated from the business of Lily & Beauty due to their fundamental differences in operational and geographic focuses. The business of the Target Group covers a variety of sectors, including fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Its geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia, and utilizing all major digital touchpoints in the Southeast Asia market, including online marketplaces, such as Lazada, social media channels, self-managed online brand stores, and offline distribution channels. The Target Group works with the brand partners in setting up and operating the online brand stores of the brand partners on online marketplaces or the brand partners' own branded website, but does not itself operate its own retail stores. It also employs an asset-light model under which it draws inventory on demand from the brands only after a consumer has confirmed an order, and generally does not purchase product inventory from its brand suppliers and pay them ahead of its sales.

The Successor Directors do not consider the minority investments of Alibaba Group will constitute substantive competing interests with the Successor Group, as (a) accordingly to CIC, the Target Group has established a long-term relationship with brands and major e-commerce channels in Southeast Asia, and its solutions and technological capabilities have been well recognized by major e-commerce channels, which differentiates itself from other digital solution providers; (b) Alibaba is only a passive investor in their minority investments and is not involved in their day-to-day operations and management, which are carried out by their own management and operation team; (c) the management and operational decisions of the Successor Group will be made by its management independently from Alibaba Group; and (d) there will be adequate corporate governance measures in place to manage existing and potential conflicts of interest between the Successor Group and Alibaba Group if such circumstances arise.

Based on the foregoing, the Successor Directors believe that there will be a clear delineation between the businesses of the Successor Group and Alibaba Group, there will not be material competition between the business of the Successor Group and the investments of Alibaba Group.

INDEPENDENCE FROM ALIBABA GROUP

The Successor Directors believes that the Successor Group will be capable of carrying on its business independently from Alibaba Group and its close associates (other than the Successor Group) after Closing.

Management Independence

The Successor Board will comprise two executive Successor Directors, three non-executive Successor Directors, and three independent non-executive Successor Directors. Save for Mr. Jin Qin who was nominated by Alibaba, none of the Successor Directors or members of the senior management team of the Successor Company holds any position in Alibaba Group or its close associates.

The executive Successor Directors and members of senior management who are responsible for the Successor Group's daily management and operations have the relevant experience in managing the Successor Group's business.

Each of the Successor Directors is aware of his/her fiduciary duties as a Successor Director, which require, among other things, that he/she acts for the benefit and in the best interests of the Successor Company and avoiding conflict between his/her duties as a Successor Director and his/her personal interests. In the event that there is any potential conflict of interest arising out of any contract or arrangement or any other proposal in which the Successor Directors or any of his/her close associates has any material interest, the interested Successor Director(s) will be

required to declare the nature of such interest before voting at the relevant Successor Board meetings in respect of such transactions and shall abstain from voting on (nor shall be counted in the quorum in relation to) any resolutions approving any contract or arrangement or any other proposal in which he/she or any of his/her close associates is materially interested in. See "Appendix V — Summary of the Constitution of the Successor Company and Cayman Islands Company Law–Summary of the Constitution of the Company".

Three independent non-executive Successor Directors who have extensive experience in their respective areas of expertise are proposed to be appointed to ensure that the decision of the Successor Board will be made after due consideration of independent and impartial opinions and in the best interests of the Successor Company and the Successor Shareholders as a whole. Connected transactions between the Successor Company and Alibaba Group and/or its close associates will be subject to the review by the independent non-executive Successor Directors as required by the applicable Listing Rules. In addition, the Successor Company will have corporate governance measures in place to manage conflicts of interests, if any, between the Successor Group and Alibaba Group. See "— Corporate Governance Measures" in this section.

Based on the above, the Successor Directors are of the view that the Successor Group will be capable of managing its business independently from the Alibaba Group and its close associates after the Closing.

Operational Independence

The Target Company, through its subsidiaries, holds the relevant licenses, approvals and permits from the relevant regulatory authorities that are material to its operations. It has sufficient facilities and employees to operate its business independently from Alibaba Group and its close associates. The Target Group also has independent access to its customers and suppliers and an independent management team to operate its business.

Details of the continuing connected transactions between the Successor Group and Alibaba Group or its associates which will continue after the completion of the De-SPAC Transaction are set out in "Connected Transactions of the Successor Company." All such transactions will be conducted on arm's length basis and on normal commercial terms. Save for such continuing connected transactions, the Successor Directors do not expect that there will be any other transactions between the Successor Group and Alibaba Group or its associates immediately after the Closing.

Based on the above, the Successor Directors are of the view that the Successor Group will be capable to operate independently from Alibaba Group and its close associates after the Closing.

Financial Independence

The Target Group has its own internal control and accounting systems, accounting and finance department, independent treasury function for cash receipts and payment and independent access to third party financing. As of April 30, 2024, borrowings of S$11,017,000 were provided by Alibaba Group and its close associates in the form of convertible notes. For details, See "Financial Information of the Target Group — Indebtedness — Bank and other Borrowings" and note 27 to the Accountant's Report set out in Appendix I, which the Target Group intends to repay in full upon the Closing by applying part of the proceeds from the PIPE Investments. See "Future Plans and Use of Proceeds — Use of Proceeds" for details. As of the Latest Practicable Date, save for the above and in "Connected Transactions of the Successor Company" and other accounts receivables and accounts payables arising from the normal course of business, none of the Target Group's borrowings were provided by Alibaba Group, and the Target Group did not have any outstanding loans or other forms of financial assistance provided by, or granted to, Alibaba Group or its close associates. Based on the above, the Successor Directors are of the view that the Successor Group will be capable to maintain financial independence from Alibaba Group and its close associates after the Closing.

CORPORATE GOVERNANCE MEASURES

The Successor Directors believe that there will be adequate corporate governance measures in place to manage existing and potential conflicts of interest. In order to further avoid potential conflicts of interest, the Successor Company will implement the following measures:

(a) the Successor Articles, if adopted by the Shareholders at the EGM, will comply with the requirements under the Listing Rules. In particular, the Successor Articles will provide that, unless otherwise provided, a Successor Director shall not vote on any resolution approving any contract or arrangement or any other proposal in which such Successor Director or any of his/her associates have a material interest nor shall such Successor Director be counted in the quorum present at the meeting;

(b) a Successor Director with material interests shall make full disclosure in respect of matters that may have conflict or potentially conflict with any of the Successor Company's interest and abstain from the meetings of the Successor Board on matters in which such Successor Director or his/her associates have a material interest, unless the attendance or participation of such Successor Director at such meeting of the Successor Board is specifically requested by a majority of the independent non-executive Successor Directors;

(c) the Successor Board will include a balanced composition of executive Successor Directors, non-executive Successor Directors and independent non-executive Successor Directors. The Successor Board believes that the independent non-executive Successor Directors possess sufficient experience and they are free of any business or other relationship which could interfere in any material manner with the exercise of their independent judgment and will be able to provide an impartial, external opinion to protect the interests of the Successor Company and its shareholders. For details of the independent non-executive Successor Directors, see "Successor Directors and Senior Management of the Successor Company — Successor Directors — Independent non-executive Successor Directors;"

(d) the Successor Company will have internal control mechanisms in place to identify connected transactions, and it will comply with the applicable Listing Rules if it enters into connected transactions with Alibaba Group and its associates after the Closing;

(e) the independent non-executive Successor Directors will review, on an annual basis, whether there is any conflict of interests between the Successor Group and Alibaba Group (including review of the composition of the Successor Board and the senior management of the Successor Company and consider whether the Successor Board can maintain effective functioning) and provide impartial and professional advice to protect the interests of the Successor Company and its shareholders;

(f) where the Successor Directors reasonably request the advice of independent professionals, such as financial advisers, the appointment of such independent professionals will be made at the Successor Company's expense;

(g) Somerley Capital Limited will act as the compliance advisor of the Successor Company, which will provide advice and guidance to it in respect of compliance with the applicable laws and the Listing Rules including various requirements relating to directors' duties and corporate governance; and

(h) as required by the Listing Rules, the independent non-executive Successor Directors shall review any continuing connected transactions annually and confirm in the annual reports of the Successor Company that such transactions have been entered into in its ordinary and usual course of business, are either on normal commercial terms or on terms no less favorable to the Successor Group than those available to or from independent third parties and on terms that are fair and reasonable and in the interests of the Shareholders as a whole.

The Company has entered into a number of agreements which will be effective upon completion of the De-SPAC Transaction with parties who will, upon completion of the De-SPAC Transaction, become connected persons of the Successor Company, and the transactions disclosed in this section will constitute continuing connected transactions of the Successor Company under Chapter 14A of the Listing Rules upon completion of the De-SPAC Transaction.

PARTIALLY-EXEMPT CONTINUING CONNECTED TRANSACTIONS

(A) CONTINUING CONNECTED TRANSACTIONS SUBJECT TO THE REPORTING, ANNUAL REVIEW AND ANNOUNCEMENT REQUIREMENTS BUT EXEMPT FROM THE INDEPENDENT SHAREHOLDERS' APPROVAL REQUIREMENTS

1. Miravia E-commerce Services Framework Agreement

Principal Terms

On October 3, 2024, Arise Operating E-Commerce Private Limited ("**Arise Operating**") and the Company entered into the Miravia E-commerce Services Framework Agreement (the "**Miravia E-commerce Services Framework Agreement**") which will be effective upon completion of the De-SPAC Transaction, pursuant to which, among others, the Successor Group will purchase e-commerce services from Arise Operating including (i) e-commerce store management services provided by Arise Operating through Miravia, a platform operated by Arise Operating (the "**Miravia Platform**"), for offer of products for sale and supporting services enabling the listing and publishing of products for sale on the Miravia Platform, order processing and collection, reconciliation and execution of sales proceeds from the sale of products on the Miravia Platform; and (ii) e-commerce customer services, including coordinating and answering buyer enquiries and processing returns.

The Miravia E-commerce Services Framework Agreement has an initial term from the Closing Date to December 31, 2026, and thereafter will be automatically renewed for successive terms of three years subject to compliance with the relevant requirements of the Listing Rules, unless either party terminates such agreement by giving one month's written notice.

Connected Person

Arise Operating is a subsidiary of Alibaba, a controlling shareholder of the Successor Company upon completion of the De-SPAC Transaction, and hence a connected person of the Successor Company under Rule 14A.13(1) of the Listing Rules upon the completion of the De-SPAC Transaction. As such, the transactions contemplated under the Miravia E-commerce Services Framework Agreement shall constitute connected transactions of the Successor Company.

Reasons for the Transactions

Miravia Platform is an e-commerce platform in Spain that connects brands and content creators with consumers by providing consumers with an innovative and entertaining shopping experience. It empowers brands and merchants with local market insights and critical commerce infrastructure. The Target Group started to utilize the Miravia Platform for the e-commerce services in 2023 and the Miravia Platform provides access to a large number of users which will allow the Target Group to expand its business in Spain. The Successor Directors consider that it would be beneficial to continue using the Miravia Platform operated by Arise Operating to satisfy the increasing demand of the Target Group for the business expansion in Spain.

Pricing Policies

The service fees contemplated under the Miravia E-commerce Services Framework Agreement are based on a fixed percentage of 9% to 17% of the gross sales proceeds of the Target Group for sales on the Miravia Platform, depending on the market and product category of the products sold. The service fees are determined based on arm's length negotiations and comparable to the service fee charged by Arise Operating to its other third party customers for similar services on Miravia Platform.

Historical Amount and Annual Cap

For the years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, the transaction amount in respect of the purchase of the e-commerce services by the Target Group from Arise Operating was nil, nil, S$73,000 and S$29,000, respectively.

The proposed annual cap for the transactions contemplated under the Miravia E-commerce Services Framework Agreement for the years ending December 31, 2024, 2025 and 2026 is S$0.2 million, S$0.3 million and S$0.4 million, respectively.

In arriving at the above annual caps, the Successor Directors have considered the following factors: (1) the historical service fee charged by Arise Operating through Miravia Platform for the year ended December 31, 2023 and the four months ended April 30, 2024; and (2) the estimated growth in the Target Group's business in Spain. The proposed annual caps were calculated with reference to the historical ratio of the service fees to the total revenue and the estimated total revenue in the relevant years after taking into account the business growth of the Target Company.

Listing Rules Implications

The transactions contemplated under the Miravia E-commerce Services Framework Agreement are conducted in the ordinary and usual course of business on normal commercial terms or better and the Successor Directors expect that the highest applicable percentage ratio (other than the profit ratio) under Chapter 14A of the Listing Rules in respect of such transactions, when aggregated with the relevant percentage ratio of the Lazada E-commerce Services Framework Agreement (see "— (A) Continuing Connected Transactions subject to the Reporting, Annual Review and Announcement Requirements but exempt from Independent Shareholders' Approval Requirement — 2. Lazada E-commerce Services Framework Agreement", will be more than 0.1% but less than 5%. As such, upon the completion of the De-SPAC Transaction, and in absence of the grant of a waiver by the Stock Exchange, these transactions are subject to reporting, annual review and announcement requirements but exempt from independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

2. Lazada E-commerce Services Framework Agreement

Principal Terms

On October 3, 2024, Lazada South East Asia Pte. Ltd. ("**Lazada**") and the Company entered into a Lazada E-commerce Services Framework Agreement (the "**Lazada E-commerce Services Framework Agreement**") which will be effective upon completion of the De-SPAC Transaction, pursuant to which, among others, the Successor Group will purchase e-commerce services from Lazada including (i) e-commerce store management services, provided through the platform operated by Lazada (the "**Lazada Platform**") for offer of products for sale and supporting services enabling the listing and publishing of products for sale on the Lazada Platform, order processing and collection, reconciliation and execution of sales proceeds from the sale of products on the Lazada Platform; and (ii) e-commerce customer services, such as coordinating and answering buyer enquiries and processing returns.

The Lazada E-commerce Services Framework Agreement has an initial term from the Closing Date to December 31, 2026, and thereafter will be automatically renewed for successive terms of three years subject to compliance with the relevant requirements of the Listing Rules, unless either party terminates such agreement by giving one month's written notice.

Connected Person

Lazada is a subsidiary of Alibaba, a controlling shareholder of the Successor Company upon completion of the De-SPAC Transaction, and hence a connected person of the Successor Company under Rule 14A.13(1) of the Listing Rules upon the completion of the De-SPAC Transaction. As such, the transactions contemplated under the Lazada E-commerce Services Framework Agreement shall constitute connected transactions of the Successor Company.

Reasons for the Transactions

Lazada is a leading and fast-growing e-commerce platform in Southeast Asia, serves one of the largest user bases among the global e-commerce platforms by providing consumers with access to a broad range of offerings from local SMEs, and regional and global brands. The Target Group started to utilize the Lazada Platform for the e-commerce services in June 2016 and the Lazada Platform provides access to a large number of users which allows the Target Group to expand its customer base in Southeast Asia. The Successor Directors consider that it would be beneficial to continue using the Lazada Platform operated by Lazada for the e-commerce service to satisfy the increasing demand on e-commerce store management services and customer services as a result of the business development of the Target Group in the Southeast Asia.

Pricing Policies

The service fees contemplated under the Lazada E-commerce Services Framework Agreement are based on the a fixed percentage in the range of 3.5-17% of the gross sales proceeds, depending on the market and product category, charged by the Lazada on the Lazada Platform. The prices offered by Lazada are comparable to the prices offered by Lazada on similar services provided to other third-party users of the Lazada Platform.

Historical Amount and Annual Cap

For the years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, the transaction amount in respect of the purchase of the e-commerce services by the Target Group from Lazada was S$1.5 million, S$2.0 million, S$1.6 million and S$0.4 million, respectively. The lower service fee paid to Lazada for e-commerce service in 2023 was due to the Target Group's strategic transition to asset-light on-demand inventory model in 2022, which caused the Target Group's revenue from Singapore in 2023 to decrease. Such decrease was partially offset by the Target Group's increase in sales in other markets, such as the Philippines, however, due to the lower rate charged by Lazada in those markets other than Singapore, the purchase of the e-commerce services by the Target Group from Lazada decreased in 2023.

The proposed annual cap for the transactions contemplated under the Lazada E-commerce Services Framework Agreement for the years ending December 31, 2024, 2025 and 2026 is S$1.9 million, S$2.5 million and S$3.2 million, respectively.

In arriving at the above annual caps, the Successor Directors have considered the following factors: (1) the historical transaction amounts; and (2) the estimated increase in the demand for the e-commerce services as a result of the business growth of the Target Group. The proposed annual caps were calculated with reference to the historical ratio of the service fees to the total revenue and the estimated total revenue in the relevant years after taking into account the business growth of the Target Company.

Listing Rules Implications

The transactions contemplated under the Lazada E-commerce Services Framework Agreement are conducted in the ordinary and usual course of business on normal commercial terms or better and the Successor Directors expect that the highest applicable percentage ratio (other than the profit ratio) under Chapter 14A of the Listing Rules in respect of such transactions, when aggregated with the relevant percentage ratio of the Miravia E-commerce Services Framework Agreement (see "— (A) Continuing Connected Transactions subject to the Reporting, Annual Review and Announcement Requirements but exempt from Independent Shareholders' Approval Requirement — 1. Miravia E-commerce Services Framework Agreement", will be more than 0.1% but less than 5%. As such, upon the completion of the De-SPAC Transaction, and in absence of the grant of a waiver by the Stock Exchange, these transactions are subject to reporting, annual review and announcement requirements but exempt from independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

3. Alibaba Cloud Technology Services Framework Agreement

Principal Terms

On October 3, 2024, Alibaba Cloud (Singapore) Private Limited ("**Alibaba Cloud**") and the Company entered into the Alibaba Cloud Technology Services Framework Agreement (the "**Alibaba Cloud Technology Services Framework Agreement**") which will be effective upon completion of the De-SPAC Transaction, pursuant to which, among others, the Successor Group will purchase cloud technology and network support services from Alibaba Cloud.

The Alibaba Cloud Technology Services Framework Agreement has an initial term from the Closing Date to December 31, 2026, and thereafter will be automatically renewed for successive terms of three years subject to compliance with the relevant requirements of the Listing Rules, unless either party terminates such agreement by giving one month's written notice.

Connected Person

Alibaba Cloud is a subsidiary of Alibaba, a controlling shareholder of the Successor Company upon completion of the De-SPAC Transaction, and hence a connected person of the Successor Company under Rule 14A.13(1) of the Listing Rules upon the completion of the De-SPAC Transaction. As such, the transactions contemplated under the Alibaba Cloud Technology Services Framework Agreement shall constitute connected transactions of the Successor Company.

Reasons for the Transactions

Alibaba Cloud is a global leader in cloud computing and AI, providing services to its customers in more than 200 countries and regions. The cloud services offered by Alibaba Cloud has been used in the operations of the Target Group since July 2021 and the long-time cooperation with Alibaba Cloud has proved that it can provide the Target Group with reliable and secure cloud computing and data processing capabilities as a part of its online solutions. The Successor Directors consider that it would be beneficial to continue using the cloud services provided by Alibaba Cloud to satisfy the increasing demand on cloud computing and data processing capabilities as a result of the business development of the Target Group.

Pricing Policies

The prices of transactions contemplated under the Alibaba Cloud Technology Services Framework Agreement are based on the actual usage or bandwidth of the services provided and the standard per unit fixed fee rates as provided by Alibaba Cloud from time to time through an announcement on the appropriate page of the website or an in-site notice, which sets out the specific service scope and the corresponding prices. The prices offered by Alibaba Cloud are comparable to the prices offered by other third-party cloud services providers.

Historical Amount and Annual Cap

For the years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, the transaction amount in respect of the purchase of the cloud services by the Target Group from Alibaba Cloud was S$0.02 million, S$0.1 million, S$0.2 million and S$0.1 million, respectively.

The proposed annual cap for the transactions contemplated under the Alibaba Cloud Technology Services Framework Agreement for the years ending December 31, 2024, 2025 and 2026 is S$0.3 million, S$0.5 million and S$0.6 million, respectively.

In arriving at the above annual caps, the Successor Directors have considered the following factors: (1) the prices of cloud services as set out in the price catalog as published by Alibaba Cloud and agreed by the parties; (2) the historical transaction amounts; and (3) the estimated increase in the demand for cloud services as a result of the business growth of the Target Company. The proposed annual caps were calculated with reference to the historical ratio of the service fees to the total revenue and the estimated total revenue in the relevant years after taking into account the business growth of the Target Company.

Listing Rules Implications

The transactions contemplated under the Alibaba Cloud Technology Services Framework Agreement are conducted in the ordinary and usual course of business on normal commercial terms or better and the Successor Directors expect that the highest applicable percentage ratio (other than the profit ratio) under Chapter 14A of the Listing Rules in respect of such transactions will be more than 0.1% but less than 5%. As such, upon the completion of the De-SPAC Transaction, and in absence of the grant of a waiver by the Stock Exchange, these transactions are subject to reporting, annual review and announcement requirements but exempt from independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

4. Lazada Logistics and Warehouse Services Framework Agreement

Principal Terms

On October 3, 2024, Lazada and the Company entered into a Lazada Logistics and Warehouse Services Framework Agreement (the "**Lazada Logistics and Warehouse Services Framework Agreement**") which will be effective upon completion of the De-SPAC Transaction, pursuant to which, among others, the Successor Group will purchase from Lazada logistics and warehouse services including (i) logistics coordination of delivery and returns of products on the Lazada Platform; and (ii) leasing of warehouse space and fulfillment and inventory management services at warehouse facilities operated by Lazada.

The Lazada Logistics and Warehouse Services Framework Agreement has an initial term from the Closing Date to December 31, 2026, and thereafter will be automatically renewed for successive terms of three years subject to compliance with the relevant requirements of the Listing Rules, unless either party terminates such agreement by giving one month's written notice.

Connected Person

Lazada is a subsidiary of Alibaba, a controlling shareholder of the Successor Company upon completion of the De-SPAC Transaction, and hence a connected person of the Successor Company under Rule 14A.13(1) of the Listing Rules upon the completion of the De-SPAC Transaction. As such, the transactions contemplated under the Lazada Logistics and Warehouse Services Framework Agreement shall constitute connected transactions of the Successor Company.

Reasons for the Transactions

Lazada is a leading and fast-growing e-commerce platform in Southeast Asia, serves one of the largest user bases among the global e-commerce platforms by providing consumers with access to a broad range of offerings from local SMEs, and regional and global brands. Additionally, Lazada operates one of the leading e-commerce logistics networks in Southeast Asia, which provides reliable, quality and convenient logistics services to its consumers and merchants. The Successor Directors consider that it would be beneficial to continue using the Lazada Platform operated by Lazada for the logistics and warehouse management to satisfy the increasing demand on the logistic and warehousing capabilities as a result of the business development of the Target Group in the Southeast Asia.

Pricing Policies

The service fees contemplated under the Lazada Logistics and Warehouse Services Framework Agreement are based on the handling volume multiplied by a fixed rate per item depending on the size of the item following commercial negotiations by reference to the terms available to or from independent third parties for similar services in the market; and the warehouse rental rates contemplated under the Lazada Logistics and Warehouse Services Framework Agreement are based on the then prevailing rental rates for similar warehouse spaces in the market depending on the location of the warehouse. The prices offered by Lazada are comparable to the prices offered by other third-party logistics and warehouse service providers.

Historical Amount and Annual Cap

For the years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, the transaction amount in respect of the purchase of the logistics and warehouse services by the Target Group from Lazada was S$0.3 million, S$0.6 million, S$0.6 million and S$0.1 million, respectively.

The proposed annual cap for the transactions contemplated under the Lazada Logistics and Warehouse Services Framework Agreement for the years ending December 31, 2024, 2025 and 2026 is S$0.8 million, S$1.1 million and S$1.3 million, respectively.

In arriving at the above annual caps, the Successor Directors have considered the following factors: (1) the historical transaction amounts; (2) the estimated market rate of warehouse spaces; and (3) the estimated increase in the demand for the logistics service and warehouse spaces as a result of the business growth of the Target Group. The proposed annual caps were calculated with reference to the historical ratio of the service fees to the total revenue and the estimated total revenue in the relevant years after taking into account the business growth of the Target Company.

Listing Rules Implications

The transactions contemplated under the Lazada Logistics and Warehouse Services Framework Agreement are conducted in the ordinary and usual course of business on normal commercial terms or better and the Successor Directors expect that the highest applicable percentage ratio (other than the profit ratio) under Chapter 14A of the Listing Rules in respect of such transactions will be more than 0.1% but less than 5%. As such, upon the completion of the De-SPAC Transaction, and in absence of the grant of a waiver by the Stock Exchange, these transactions are subject to reporting, annual review and announcement requirements but exempt from independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

NON-EXEMPT CONTINUING CONNECTED TRANSACTIONS

(B) CONTINUING CONNECTED TRANSACTION SUBJECT TO THE REPORTING, ANNUAL REVIEW, ANNOUNCEMENT AND INDEPENDENT SHAREHOLDERS' APPROVAL REQUIREMENTS

1. Lazada Marketing Services Framework Agreement

Principal Terms

On October 3, 2024, Lazada and the Company entered into a Lazada Marketing Services Framework Agreement (the "**Lazada Marketing Services Framework Agreement**") which will be effective upon completion of the De-SPAC Transaction, pursuant to which, among others, the Successor Group will purchase marketing services including executing and operating marketing campaigns and activities on the Lazada Platform provided by Lazada.

The Lazada Marketing Services Framework Agreement has an initial term from the Closing Date to December 31, 2026, and thereafter will be automatically renewed for successive terms of three years subject to compliance with the relevant requirements of the Listing Rules, unless either party terminates such agreement by giving one month's written notice.

Connected Person

Lazada is a subsidiary of Alibaba, a controlling shareholder of the Successor Company upon completion of the De-SPAC Transaction, and hence a connected person of the Successor Company under Rule 14A.13(1) of the Listing Rules upon the completion of the De-SPAC Transaction. As such, the transactions contemplated under the Lazada Marketing Services Framework Agreement shall constitute connected transactions of the Successor Company.

Reasons for the Transactions

Lazada is a leading and fast-growing e-commerce platform in Southeast Asia, serves one of the largest user bases among the global e-commerce platforms by providing consumers with access to a broad range of offerings from local SMEs, and regional and global brands. The Successor Directors consider that it would be beneficial to continue using the Lazada Platform operated by Lazada for the marketing services to satisfy the increasing demand on marketing campaigns and activities as a result of the business development of the Target Group in the Southeast Asia.

Pricing Policies

The service fees contemplated under the Lazada Marketing Services Framework Agreement are based on the standard fee rates depending on the location, scale and brands involved of each campaigns as provided by Lazada from time to time, which sets out the specific service scope and the corresponding prices for each type of marketing inventory charged by Lazada. The prices offered by Lazada are comparable to the rate charged by Lazada to other third-party clients.

Historical Amount and Annual Cap

For the years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, the transaction amount in respect of the purchase of the marketing services by the Target Group from Lazada was S$2.2 million, S$3.4 million, S$2.9 million and S$1.1 million, respectively. The lower service fee charged by Lazada for marketing service was due to the less marketing campaigns and activities on the Lazada Platform caused by an increasing number of brands choosing live streaming, KOL and key opinion consumer positioning over e-commerce platform in 2023.

The proposed annual cap for the transactions contemplated under the Lazada Marketing Services Framework Agreement for the years ending December 31, 2024, 2025 and 2026 is S$3.7 million, S$4.7 million and S$6.1 million, respectively.

In arriving at the above annual caps, the Successor Directors have considered the following factors: (1) the historical transaction amounts; and (2) the estimated increase in the demand for the marketing services as a result of the business growth of the Target Group and the marketing campaigns and activities of the Target Group on the Lazada Platform is expected to increase to support such growth. The proposed annual caps were calculated with reference to the historical ratio of the service fees to the total revenue and the estimated total revenue in the relevant years after taking into account the business growth of the Target Company.

Listing Rules Implications

The transactions contemplated under the Lazada Marketing Services Framework Agreement are conducted in the ordinary and usual course of business on normal commercial terms or better and the Successor Directors expect that the highest applicable percentage ratio (other than the profit ratio) under Chapter 14A of the Listing Rules in respect of such transactions will be more than 5%. As such, upon the completion of the De-SPAC Transaction, and in absence of the grant of a waiver by the Stock Exchange, these transactions are subject to reporting, annual review and announcement requirements and independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

APPLICATION FOR WAIVER

The transactions described in "— (A) Continuing Connected Transactions subject to the Reporting, Annual Review and Announcement Requirements but exempt from the Independent Shareholders' Approval Requirement" in this section constitute continuing connected transactions under the Listing Rules, which are exempt from the independent Shareholders' approval requirement but subject to the reporting, annual review and announcement requirements of the Listing Rules.

The transactions described in "— (B) Continuing Connected Transaction subject to the Reporting, Annual Review, Announcement and Independent Shareholders' Approval Requirements" in this section constitute continuing connected transactions under the Listing Rules, which are subject to the reporting, annual review, announcement and independent Shareholders' approval requirements of the Listing Rules.

In respect of these continuing connected transactions, pursuant to Rule 14A.105 of the Listing Rules, the Successor Company has applied for, and the Stock Exchange has granted, waivers exempting the Successor Group from strict compliance with (i) the announcement requirement under Chapter 14A of the Listing Rules in respect of the continuing connected transactions as disclosed in "— (A) Continuing Connected Transactions subject to the Reporting, Annual Review and Announcement Requirements but exempt from the Independent Shareholders' Approval Requirement" in this section; and (ii) the announcement, circular and independent Shareholders' approval requirements in respect of the continuing connected transactions as disclosed in "—(B) Continuing Connected Transaction subject to the Reporting, Annual Review, Announcement and Independent Shareholders' Approval Requirements" in this section, subject to the condition that the aggregate amounts of the continuing connected transactions for each financial year shall not exceed the relevant amounts set forth in the respective annual caps (as stated above). Apart from the above waivers sought on the strict compliance of the announcement and independent Shareholders' approval requirements, the Successor Company will comply with the relevant requirements under Chapter 14A of the Listing Rules.

If any terms of the transactions contemplated under the agreements mentioned above are altered or if the Successor Company enters into any new agreements with any connected person in the future, the Successor Company will fully comply with the relevant requirements under Chapter 14A of the Listing Rules unless we apply for and obtain a separate waiver from the Stock Exchange.

SUCCESSOR DIRECTORS' VIEWS

The Successor Directors (including the independent non-executive Successor Directors) consider that all the continuing connected transactions described in this section have been and will be carried out (i) in the ordinary and usual course of the business of the Successor Company; (ii) on normal commercial terms or better; and (iii) in accordance with the respective terms that are fair and reasonable and in the interests of the Successor Company and the Shareholders of the Successor Company as a whole.

The Successor Directors (including the independent non-executive Successor Directors) are also of the view that the annual caps of the continuing connected transactions in this section are fair and reasonable and are in the interests of the Shareholders of the Successor Company as a whole.

JOINT SPONSORS' VIEW

The Joint Sponsors are of the view (i) that the continuing connected transaction agreements described in this section have been entered into, and the transactions contemplated thereunder will be carried out in the ordinary and usual course of the business of the Successor Company, on normal commercial terms or better, that are fair and reasonable and in the interests of the Successor Company and the Shareholders of the Successor Company as a whole, and (ii) that the proposed annual caps (where applicable) of such continuing connected transactions are fair and reasonable and in the interests of the Successor Company and the Shareholders of the Successor Company as a whole.

SHARE CAPITAL

The following is a description of (i) the authorized and issued share capital of the Company as of the Latest Practicable Date; and (ii) the authorized and issued share capital of the Successor Company immediately following the Closing:

1. Share capital of the Company as of the Latest Practicable Date

Authorized share capital

Number of shares	Description of shares	Nominal value
		(HK$)
1,000,000,000	SPAC Shares of HK$0.0001 each	100,000
100,000,000	Promoter Shares of HK$0.0001 each	10,000
1,100,000,000	Total	110,000

Issued share capital

Number of shares	Description of shares	Nominal value
		(HK$)
100,050,000	SPAC Shares of HK$0.0001 each	10,005.00
25,012,500	Promoter Shares of HK$0.0001 each	2,501.25
125,062,500	Total	12,506.25

Note: The above table does not take into account of any Shares which may fall to be issued upon exercise of the subscription rights attaching to the Warrants.

2. Share capital of the Successor Company immediately after the Closing

Authorized share capital

Number of shares	Description of shares	Nominal value
		(HK$)
1,100,000,000	Successor Shares of HK$0.0001 each	110,000
1,100,000,000	Total	110,000

Issued share capital

Number of shares	Description of shares	Nominal value
		(HK$)
100,050,000	Successor Shares of HK$0.0001 each to be re-designated from SPAC Shares	10,005.00
25,012,500	Successor Shares of HK$0.0001 each to be converted from Promoter Shares	2,501.25
350,000,000	Successor Shares of HK$0.0001 each to be issued pursuant to the Merger	35,000.00
55,124,000	Successor Shares of HK$0.0001 each to be issued to the PIPE Investors	5,512.40
530,186,500	Total	53,018.65

Note: The above table assumes no SPAC Shareholders elect to redeem any SPAC Shares and there is no Permitted Equity Financing, and does not take into account of any Shares which may fall to be issued upon exercise of the subscription rights attaching to the Warrants, the Promoter Earn-out Right and the Target Company Founder Earn-out Right.

Since April 30, 2024, the date to which the latest audited financial statements of the Company were made up, and up to the Latest Practicable Date, no Shares have been issued by the Company or repurchased by the Company. The Company did not buy back any Share during the 12 month period immediately preceding the Latest Practicable Date. No part of the equity or debt securities of the Company is listed or dealt in, nor is listing or permission to deal in the Shares or loan capital of the Company being, or proposed to be, sought on any other stock exchange.

RANKING

Immediately after the Closing, the Successor Shares (including the Successor Shares to be converted from the Promoter Shares, the Successor Shares to be re-designated from the SPAC Shares, the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares) will rank *pari passu* in all respects with each other, including the rights in respect of capital, dividends and voting, and will qualify for all dividends or other distributions declared, made or paid on the Shares after the Closing.

MINIMUM PUBLIC FLOAT

Pursuant to Rule 8.08(1) of the Listing Rules, at least 25% of the number of issued Shares must at all times be held by the public. See "Letter from the Board — M. Effect of the De-SPAC Transaction on Shareholdings in the Successor Company — 3. Public float" for details.

UNDERTAKING BY THE SUCCESSOR CONTROLLING SHAREHOLDERS PURSUANT TO THE LISTING RULES

Pursuant to Rules 10.07 and 18B.67 of the Listing Rules, each of the Successor Controlling Shareholders, being the controlling shareholders of the Successor Company, has undertaken to the Successor Company and the Stock Exchange that it shall not, and shall procure that the relevant registered holders shall not, without the prior written consent of the Stock Exchange:

(a) in the period commencing from the date of this circular and ending on the date which is six months after the Closing Date (the "**First Six-Month Period**"), dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Successor Shares or other interests therein beneficially held by them;

(b) in the period of six months commencing from the date on which the First Six-Month Period expires, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Successor Shares or other interests therein beneficially held by it if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it would cease to be a controlling shareholder of the Successor Company; and

(c) during the period commencing on the date of this circular and ending on the date which is 12 months from the date of the Closing, it will:

(i) when it pledges or charges any securities or interests in any securities of the Successor Company beneficially owned by it in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform the Company and the Stock Exchange of such pledge or charge together with the number of securities of the Successor Company so pledged or charged; and

(ii) when it receives indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged securities of the Successor Company will be disposed of, immediately inform the Company and the Stock Exchange of such indications.

UNDERTAKING BY THE COMPANY TO THE STOCK EXCHANGE PURSUANT TO THE LISTING RULES

Pursuant to Rule 10.08 of the Listing Rules, the Company has undertaken to the Stock Exchange that no further Shares or securities convertible into equity securities of the Company (whether or not of a class already listed) may be issued or sold or transferred out of treasury or form the subject of any agreement to such an issue, or sale or transfer out of treasury within six months from the Listing Date (whether or not such issue of Shares or securities of the Company, or sale or transfer of treasury shares of the Company will be completed within six months from the Listing Date), except pursuant to the exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants, the grant or exercise of the awards pursuant to the Successor ESOP and/or under the circumstances prescribed by Rule 10.08 of the Listing Rules.

UNDERTAKING BY THE PROMOTERS PURSUANT TO THE LISTING RULES

Pursuant to Rule 18B.66 of the Listing Rules, each of the Promoters has undertaken to the Successor Company and the Stock Exchange not to, during the period ending 12 months from the Closing Date, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any securities of the Successor Company (including any securities of the Company beneficially owned by the Promoters as a result of the issue, conversion or exercise of the Promoter Shares, the Promoter Warrants and the Promoter Earn-out Right) that are, as shown in this circular, beneficially owned by the Promoters.

LOCK-UP UNDERTAKINGS UNDER THE PROMOTER EARN-OUT AND LOCK-UP AGREEMENT AND THE TARGET COMPANY MAJORITY SHAREHOLDER LOCK-UP AGREEMENTS

Pursuant to the Promoter Earn-out and Lock-up Agreement, Successor Shares held, or beneficially owned, by the Promoters will be subject to a lock-up period ending 12 months from the date of Closing, subject to certain exceptions (as may be permitted by the Listing Rules and/or the Stock Exchange) as set out under the Promoter Earn-out and Lock-up Agreement.

Pursuant to the Target Company Majority Shareholder Lock-up Agreements, Alibaba Singapore, Meranti, Metadrome and Venture Lab will be subject to a lock-up period of 12 months from the date of Closing on the Successor Shares issued to such Target Company Majority Shareholders at Closing, subject to certain exceptions as set out under the Target Company Majority Shareholder Lock-up Agreements.

SUCCESSOR ESOP

The Company proposes to, subject to obtaining approval from the Shareholders at the EGM by way of an ordinary resolution, adopt the Successor ESOP to be effective upon Closing. The terms of the Successor ESOP will comply with the requirements of Chapter 17 of the Listing Rules.. A summary of its principal terms is set out in Appendix V to this circular.

CIRCUMSTANCES UNDER WHICH GENERAL MEETINGS ARE REQUIRED

Pursuant to the Cayman Companies Act and the terms of the Successor Memorandum and Articles, the Successor Company may from time to time by ordinary resolution of Shareholders (i) increase its capital; (ii) consolidate and divide its capital into shares of larger amount; (iii) divide its shares into several classes; (iv) subdivide its shares into shares of smaller amount; and (v) cancel any shares which have not been taken. In addition, the Successor Company may subject to the provisions of the Cayman Companies Act reduce its share capital or capital redemption reserve by its Shareholders passing a special resolution. For details, see "Appendix V — Summary of the Constitution of the Successor Company and Cayman Islands Company Law — Summary of the Constitution of the Company."

SUBSTANTIAL SHAREHOLDERS FOLLOWING THE DE-SPAC TRANSACTION

So far as the Successor Directors are aware, immediately following the Closing, assuming no SPAC Shareholders elect to redeem any SPAC Shares, there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and there is no Permitted Equity Financing, the following persons will have or be deemed or taken to have interests and/or shorts positions in the Successor Shares or underlying Successor Shares which will be required to be disclosed to the Successor Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO:

Name of interested party	Nature of interest[1]	Number of Successor Shares	Shareholding
Alibaba Singapore	Beneficial owner	147,881,087	27.89%
Alibaba.com Holding Limited	Interest in controlled corporation[2]	147,881,087	27.89%
Alibaba.com International (Cayman) Holding Limited	Interest in controlled corporation[2]	147,881,087	27.89%
Alibaba.com Investment Holding Limited	Interest in controlled corporation[2]	147,881,087	27.89%
Alibaba.com Limited	Interest in controlled corporation[2]	147,881,087	27.89%
Meranti	Beneficial owner	69,449,047	13.10%
Gobi Ventures ASEAN	Interest in controlled corporation[3]	69,449,047	13.10%
Taklamakan Holdings Inc.	Interest in controlled corporation[3]	69,449,047	13.10%
Mr. Wang Chuan-Chung	Interest in controlled corporation[3]	69,449,047	13.10%
Alibaba Investment Limited	Interest in controlled corporation[4]	69,449,047	13.10%
Alibaba	Interest in controlled corporation[2][4]	217,330,134	40.99%

SUBSTANTIAL SHAREHOLDERS FOLLOWING THE DE-SPAC TRANSACTION

Name of interested party	Nature of interest[1]	Number of Successor Shares	Shareholding
Mr. Clement Lee	Beneficial owner and founder of trust[6]	121,824,582[5]	22.98%
Metadrome	Beneficial owner	64,973,043	12.25%
D.A.T. Associates Limited	Trustee of trust[6]	64,973,043	12.25%
Ms. Olive Tai	Beneficial owner and interest in controlled corporation[8]	38,307,331	7.22%
Venture Lab	Beneficial owner	20,164,962[7]	3.80%

Notes:

(1) All interests stated are long positions.

(2) Alibaba Singapore is a wholly-owned subsidiary of Alibaba.com Holding Limited, which is a wholly-owned subsidiary of Alibaba.com International (Cayman) Holding Limited, which is a wholly-owned subsidiary of Alibaba.com Investment Holding Limited, which is a wholly-owned subsidiary of Alibaba.com Limited. Alibaba directly owns approximately 80% of the share capital of Alibaba.com Limited and indirectly owns the remainder of the share capital of Alibaba.com Limited through Alibaba Group Treasury Limited, a wholly-owned subsidiary of Alibaba. Under the SFO, each of Alibaba.com Holding Limited, Alibaba.com International (Cayman) Holding Limited, Alibaba.com Investment Holding Limited, Alibaba.com Limited and Alibaba is deemed to be interested in the Shares in which Alibaba Singapore is interested.

(3) Meranti is managed by its general partner, Gobi Ventures ASEAN, a wholly-owned subsidiary of Taklamakan Holding Inc., which is wholly owned by Mr. Wang Chuan-Chung. Under the SFO, each of Gobi Ventures ASEAN, Taklamakan Holding Inc. and Mr. Wang Chuan-Chung is deemed to be interested in the Successor Shares in which Meranti is interested.

(4) The partnership interests in Meranti are held as to 44.56% by Alibaba Investment Limited, which is wholly owned by Alibaba. Under the SFO, each of Alibaba Investment Limited and Alibaba is deemed to be interested in the Shares in which Meranti is interested.

(5) It includes 79,260,454 Successor Shares which will be issued pursuant to the Merger and 42,564,128 Successor Shares which may be issued pursuant to the exercise of the Target Company Founder Earn-out Right.

(6) Metadrome is wholly owned by D.A.T. Associates Limited as nominee for Mr. Clement Lee pursuant to a declaration of trust. Under the SFO, each of D.A.T. Associates Limited and Mr. Clement Lee is deemed to be interested in the Shares in which Metadrome is interested.

(7) It includes 24,923,184 Successor Shares which will be issued pursuant to the Merger and 13,384,147 Successor Shares which may be issued pursuant to the exercise of the Target Company Founder Earn-out Right.

(8) Venture Lab is wholly owned by Ms. Olive Tai. Under the SFO, Ms. Olive Tai is deemed to be interested in the Shares in which Venture Lab is interested.

Except as disclosed above, the Successor Directors are not aware of any other person who will, immediately following the Closing, have any interest and/or short positions in the Successor Shares or underlying Successor Shares which would fall to be disclosed to us pursuant to the provisions of Divisions 2 and 3 of Part XV of the SFO, or, who are, directly or indirectly, interested in 10% or more of the issued voting shares of any other member of the Successor Group.

SUCCESSOR DIRECTORS

The Successor Board will consist of eight Successor Directors comprising two executive Successor Directors, three non-executive Successor Directors and three independent non-executive Successor Directors immediately following the completion of the De-SPAC Transaction. The Successor Board is responsible and has general power for the management and conduct of the business of the Successor Group.

The following table sets forth certain information in respect of the Successor Directors of the Successor Board immediately following the completion of the De-SPAC Transaction:

Name	Age	Position	Date of joining the Target Group	Date of appointment as a Director of the Target Company	Date of appointment as a Director of the Successor Company	Roles and responsibilities
Mr. Lee Shieh-Peen Clement (李敘平)	54	Co-founder, Executive Successor Director, chairman of the Successor Board and managing director	November 28, 2014	July 28, 2020	Completion date of the De-SPAC Transaction	Responsible for the overall strategic planning, business direction and management of the Successor Group
Ms. Tai Ho Yan Olive (戴可欣) . .	48	Co-founder, Executive Successor Director and Chief Executive Officer	November 28, 2014	N/A	Completion date of the De-SPAC Transaction	Responsible for the operations of the e-commerce businesses and e-logistics segments of the Successor Group
Ms. Phua Nan Chie (潘南琦)	60	Non-Executive Successor Director	N/A	N/A	Completion date of the De-SPAC Transaction	Responsible for providing professional and strategic advice, opinion, and guidance to the Successor Board
Mr. Chong Tian Taum (張天膽) . .	49	Non-Executive Successor Director	August 4, 2020	August 4, 2020	Completion date of the De-SPAC Transaction	Responsible for providing professional and strategic advice, opinion, and guidance to the Successor Board

SUCCESSOR DIRECTORS AND SENIOR MANAGEMENT OF THE SUCCESSOR COMPANY

Name	Age	Position	Date of joining the Target Group	Date of appointment as a Director of the Target Company	Date of appointment as a Director of the Successor Company	Roles and responsibilities
Mr. Jin Qin (金沁) .	39	Non-Executive Successor Director	N/A	N/A	Completion date of the De-SPAC Transaction	Responsible for providing professional and strategic advice, opinion, and guidance to the Successor Board
Mr. Selva Bryan Ratnam	56	Independent non-executive Successor Director	N/A	N/A	Completion date of the De-SPAC Transaction	Responsible for providing independent judgement on strategy, policy, performance, corporate accountability, internal control and corporate governance of the Successor Group
Mr. Andrew Chow Heng Cheong . . .	51	Independent non-executive Successor Director	N/A	N/A	Completion date of the De-SPAC Transaction	Responsible for providing independent judgement on strategy, policy, performance, corporate accountability, internal control and corporate governance of the Successor Group

Name	Age	Position	Date of joining the Target Group	Date of appointment as a Director of the Target Company	Date of appointment as a Director of the Successor Company	Roles and responsibilities
Mr. Siek Wei Ting (謝威廷)	52	Independent non-executive Successor Director	N/A	N/A	Completion date of the De-SPAC Transaction	Responsible for providing independent judgement on strategy, policy, performance, corporate accountability, internal control and corporate governance of the Successor Group

Executive Successor Director

Mr. Lee Shieh-Peen Clement (李敘平), aged 55, is proposed to be appointed as an executive Successor Director, the chairman of the Successor Board and managing director of the Successor Group immediately following the completion of the De-SPAC Transaction. Mr. Lee was appointed as a Director of the Target Company on July 28, 2020. He is one of the founders of the Target Group and will be mainly responsible for the general management, business development.

Mr. Lee has more than 30 years of experience in development and management in the telecommunications, entertainment and lifestyle industries. Mr. Lee founded the Target Group together with Ms. Olive Tai in November 2014. Prior to the establishment of the Target Company, in June 1991, Mr. Lee founded Foloca Design of which his was the sole proprietor when it was converted into a private limited company, Foloca Design (Singapore) Pte. Ltd., which was principally engaged in art and graphic design services and where he served as director until 1999. Between 1992 to 1999, Mr. Lee was a director of a group of companies under Kingfisher Holdings Pte Ltd ("**KHPL**") in Singapore ("**Kingfisher Group**"). Amongst the Kingfisher Group, Mr. Lee was one of the shareholders of KHPL, Kingfisher Productions Pte Ltd ("**KPPL**") and Kingfisher Music Publishing Pte Ltd. The Kingfisher Group was formed in the 1990s and was involved in the entertainment business in Singapore and in particular films and concerts production. From December 1996 to January 1998, he served as director at Club Beverly Pte Ltd where he was responsible for operations and management. From 1998 to December 2001, Mr. Lee served as marketing director at APN Technologies Sdn Bhd, a company principally engaged in providing internet and telecommunications services. From 2003 to April 2013, Mr. Lee worked at LifePharm Pte Ltd (subsequently known as Lifebrandz Ltd), a company principally engaged in development and management of health, beauty and lifestyle brands, whose shares are currently listed on the

Catalist of the SGX-ST (stock code: 1D3), where he served as, among other roles, a director from January 2005 to April 2013. From May 2013 to September 2015, he served as a director at Avenza Pte. Ltd., a company principally engaged in the development and sale of beauty and health products.

Other disclosure pursuant to Rule 13.51(2) of the Listing Rules

Mr. Lee was one of the directors and a minority shareholder of KPPL, a theatrical production and entertainment services company incorporated in Singapore, from February 17, 1993. KPPL ran into insolvency as the shareholders would not inject funds into KPPL due to losses incurred and lack of future prospect for the industry in which it operated. Subsequently, a petition for the winding-up against KPPL was made by its creditor for default in payment of a judgment debt by KPPL for the sum of approximately S$182,000, which pertained to the creditor's claim for outstanding fees owed by KPPL for the rental of equipment and services. KPPL was ordered by the High Court of the Republic of Singapore to be wound up on the ground of insolvency and an official receiver was appointed as liquidator of the company on August 23, 1996. KPPL was subsequently dissolved by an order of the High Court of Republic of Singapore on August 29, 2001. Mr. Lee confirmed that the dissolution of KPPL has not resulted in any liability or obligation imposed against him.

Mr. Lee was one of the partners of Foloca Public Relations (Partnership), a partnership registered in Singapore since March 17, 1993, the registration of which was cancelled on April 7, 1995. Mr. Lee confirmed that the cancellation of the registration of the partnership has not resulted in any liability or obligation imposed against him.

Mr. Lee was a director of Kingfisher Entertainment Limited (景輝娛樂有限公司), a company incorporated in Hong Kong, when it was dissolved by way of striking off from the register of companies in Hong Kong by the Registrar of Companies in November 2002. Mr. Lee confirmed that the company was solvent and inactive at the time of it being dissolved and that the dissolution has not resulted in any liability or obligation imposed against him.

During the time when Mr. Lee was working outside Singapore, a bankruptcy petition was filed by a creditor against Mr. Lee on June 10, 1999 for default in payment of a judgment debt for the sum of approximately S$205,074 pursuant to an order of the Subordinate Courts of Singapore dated February 22, 1999. A bankruptcy order against Mr. Lee was made by the High Court of Singapore on August 20, 1999 as a result. Mr. Lee made full payment of the debt and the bankruptcy order against him was annulled on December 29, 2003 by a Certificate of Annulment issued by the Official Assignee of Singapore.

Considering that (i) the above-mentioned incidents (the "**Incidents**") all occurred and had been settled more than 10 years ago; (ii) the available court documents and official searches at the relevant online registries as reviewed by the Target Company's legal advisers on Singapore law or the Joint Sponsors' legal advisers on Hong Kong law (as the case may be) do not reveal any allegation of fraud, deceit or dishonesty on the part of Mr. Lee in relation to the Incidents; (iii) it is confirmed by the Target Company's legal advisers on Singapore law that the above-mentioned bankruptcy order was annulled after satisfaction of all the proven debts and expenses of the bankruptcy as evidenced by a certificate of annulment; and (iv) pursuant to the litigation searches conducted against Mr. Lee, save for a minor environmental related offence, Mr. Lee has had a clean criminal, insolvency and regulatory record in the past 10 years, and became directors of two listed companies in Singapore (namely, LifeBrandz Ltd (currently known as LifePharm Pte Ltd (1D3.SI)) and Synagie Corporation Ltd. (currently known as V2Y Corporation Ltd. (V2Y.SI)), the then holding company of the Target Group), the Joint Sponsors are of the view that the Incidents do not affect Mr. Lee's character, experience and integrity to be a director of a Hong Kong listed company and Mr. Lee is suitable to act as director of a Hong Kong listed company under Rules 3.08 and 3.09 of the Listing Rules.

Ms. Tai Ho Yan Olive (戴可欣), aged 48, is proposed to be appointed as an executive Successor Director and the chief executive officer immediately following the completion of the De-SPAC Transaction. Ms. Tai is one of the founders of the Target Group and will be mainly responsible for the operations of the e-commerce businesses and e-logistics segments of the Successor Company.

Ms. Tai has more than 20 years of experience in the FMCG industry and in sales & marketing. Ms. Tai founded the Target Group together with Mr. Lee in November 2014 and has been serving as managing director of the Target Group since December 2014, and has been responsible for managing and lead an ecommerce enabler for business development of the Target Group. Ms. Tai started her career at Johnson & Johnson Pacific Pty. Limited and Johnson & Johnson Pte. Ltd., a manufacturer principally engaged in various consumer products and served various positions from September 1998, including as a management trainee responsible for supporting the key account managers on category management project; as a national sales analyst responsible for analyzing and reporting of sales-related data; as a regional sales analyst responsible for developing new business channel strategies in Asia Pacific; as a trade marketing manager responsible for managing key accounts and developing key account business plans; and as a customer marketing manager responsible for strategic planning and developing category plans until September 2009. From October 2009 to December 2010, she served as sales development director at Bausch & Lomb (S) Pte. Ltd., where she was responsible for building sales capability and establishing strategic partnership. From January 2011 to May 2014, she served as trading director in the merchandising department, pharmacist group and space management team at Watsons Singapore Pte Ltd, a retailer company principally engaged in consumer goods, where she was

responsible for leading the merchandising department, pharmacist group and space management team. Prior to joining the Target Group in November 2014, she served as managing director at Avenza Pte. Ltd. a company principally engaged in development and sale of beauty and health products, where she was responsible for developing go-to-market strategy for health and beauty brands and was instrumental in the development of a sales and marketing plan for a new healthcare brand.

Ms. Tai graduated from the University of Wollongong in Australia with a bachelor's degree of commerce in April 1998.

Non-executive Successor Director

Ms. Phua Nan Chie (潘南琦), aged 60, is proposed to be appointed as a non-executive Successor Director immediately following the completion of the De-SPAC Transaction. Ms. Phua will be responsible for providing professional and strategic advice, opinion and guidance to the Successor Board immediately following the completion of the De-SPAC Transaction.

Ms. Phua Nan Chie has over 20 years of experience in marketing, business planning, development, administration and operations. Ms. Phua has extensive work experience and has held both local and regional roles across different industries.

From August 2002 to April 2005, Ms. Phua served as a regional program manager at George P. Johnson HighTeam Event Marketing Co Ltd, an events management business, where she was primarily responsible for planning and execution of event marketing programs.

From June 2005 to May 2014, she worked at Standard Chartered in China and Hong Kong where she has served as head of payment products and head of business planning and development. Her roles encompassed the developing and planning of China's card business and supporting and managing office operations.

Since July 2014, Ms. Phua has been serving as the chief operating officer of Max Giant Limited, an asset management company hosting private equities and hedge funds, where she is primarily responsible for the overall management and business operations of the company.

Ms. Phua obtained an executive diploma in Asia Pacific Marketing from the Marketing Institute of Singapore in May 1996 and a graduate diploma in marketing management from Singapore Institute of Management in Singapore in May 1990 and graduated from The National University of Singapore in the Singapore with a bachelor's degree of business administration in June 1986.

Mr. Chong Tian Taum (張天膽), aged 49, is proposed to be appointed as a non-executive Successor Director immediately following the completion of the De-SPAC Transaction. Mr. Chong was appointed as an alternative director of the Target Company on August 4, 2020.

Mr. Chong has over 20 years of experience in finance, corporate development and venture capital. From February 2001 to May 2003, Mr. Chong served as a financial analyst at IBM Singapore Pte Ltd, a company principally engaged in business and information technology services, where he was responsible for financial analysis and reporting. From April 2003 to November 2004, he served as a business analyst at Phillips Electronics Singapore Pte Ltd, a company principally engaged in consumer products and research and development, where he was responsible for market analysis and business strategy. From November 2004 to November 2006, he served as M&A execution manager at Sembcorp Environmental Management Pte Ltd, a company principally engaged in environmental services, where he was responsible for mergers and acquisition execution. From July 2007 to August 2017, Mr. Chong served as a vice president at Mediacorp Pte Ltd, a company principally engaged in media. From August 2017 to April 2018, he served as the chief financial officer at Chye Thiam Maintenance Pte Ltd, a company principally engaged in environmental services, where he was responsible for financial management and investment. From March 2018 to present, he served as a managing partner at Gobi Partners, a leading Asia-focused venture capital firm headquartered in Kuala Lumpur and Hong Kong with a particular focus on early to growth stage start-ups on merging markets across North Asia, South Asia and ASEAN.

Mr. Chong graduated from the University of Western Australia in Australia with a bachelor's degree of commerce in April 1998 and he obtained his Master of Business Administration (MBA) from Deakin University in August 2006 via distance learning. Mr. Chong was accredited as a Certified Practising Accountant (CPA) issued by the Institute of Certified Practising Accountants of Australia (CPA Australia) in December 2001.

Mr. Chong was a director of the following Singapore-incorporated companies when they were struck off the register by the Accounting and Corporate Regulatory Authority or dissolved in Singapore: (i) Cubinet Interactive (S) Pte. Ltd., (ii) Goquo Pte. Ltd., (iii) GP Investment Holdings Pte. Ltd., and (iv) Supermag Pte. Ltd.. Mr. Chong confirmed that these companies were struck off the register or dissolved as they have ceased trading and the striking-off or dissolution of these companies from the register has not resulted in any liability or obligation imposed against him.

Mr. Jin Qin (金沁), aged 39, is proposed to be appointed as a non-executive Successor Director immediately following the completion of the De-SPAC Transaction.

Since April 2020, he has been serving as an investment director at Alibaba International Digital Commerce Group, a company engaging in e-commerce across the world. Prior to April 2020, Mr. Jin worked at CITIC Capital Partners (Shanghai) Limited and Chengwei Investment Management Consulting (Shanghai) Co., Ltd. (成為投資管理諮詢（上海）有限公司).

Mr. Jin graduated from Tsinghua University (清華大學) in the PRC with a bachelor's degree from the School of Economics and Management in 2008 and he obtained his Master of Business Administration (MBA) from the University of Chicago Booth School of Business in the United States in June 2016.

Independent Non-executive Successor Director

Mr. Selva Bryan Ratnam, aged 56, is proposed to be appointed as an independent non-executive Successor Director of the Successor Company immediately following the completion of the De-SPAC Transaction. Mr. Ratnam will be responsible for providing independent advice on operations and management of the Successor Company.

Since March 2021, Mr. Ratnam has been servicing as the chairman of the board of directors of Kacific Broadband Group, a satellite provider which provides broadband services to underserved communities in South East Asia and the Pacific Islands. In 2015, Mr. Ratnam served as general counsel of the Valiram Group, a retail distributor with operations in South East Asia, China, Russia and Australia, where he was responsible for all legal matters pertaining to the group's activities. From 2010 to 2013, Mr. Ratnam served as director of Media Advisory Pte Ltd, which provided media consultancy services to Astro All Asia Entertainment Networks Limited, a Southeast Asia-based company that offers broadcasting services and produces television programs. Previously, Mr. Ratnam worked at Allen & Overy and Masons, each a global law firm, where he served as a solicitor with areas of experience including construction law, project finance and private finance initiative work.

Mr. Ratnam obtained his bachelor of economics from the Monash University in Australia in April 1992, his bachelor of law from University of Kent at Canterbury in the United Kingdom in June 1994. Mr Ratnam was admitted as a solicitor of the Supreme Court of England and Wales in October 1997.

Mr. Ratnam was a director of the following Singapore-incorporated companies when they were struck off the register by the Accounting and Corporate Regulatory Authority or dissolved in Singapore: (i) Irrawaddy Pte. Ltd., (ii) Media Advisory Pte. Ltd., (iii) The Holding Group Entertainment Pte. Ltd., (iv) The Group-Entertainment Pte. Ltd., (v) Imagine Group Media Pte. Ltd., and (vi) Disruptive Media Pte. Ltd.. Mr. Ratnam confirmed that these companies were struck off the register or dissolved as they have ceased trading and the striking-off or dissolution of these companies from the register has not resulted in any liability or obligation imposed against him.

Mr. Andrew Chow Heng Cheong, aged 51, is proposed to be appointed as an independent non-executive Successor Director of the Successor Company immediately following the completion of the De-SPAC Transaction. Mr. Chow will be responsible for providing independent advice on operations and management of the Successor Group.

Mr. Chow has over 20 years of experience in investment and financial services. From 2004, Mr. Chow served as a vice president at Citigroup Global Markets Malaysia Sdn Bhd, a financial service provider, where he was responsible for equity research. From 2007, he then served as a vice president at Citigroup Global Markets Singapore Pte Limited where he was responsible for public and private equity investment. From 2008, he served as executive director at Goldman Sachs (Singapore) Pte., a financial institution, where he was responsible for investment research. From 2009, he served as the head of research at UOB Kay Hian Research Pte Ltd (now known as UOB Kay Hian Private Limited), a company principally engaged in brokerage services, private wealth management and investment management, where he was responsible for investment research and strategy. From 2018, Mr. Chow served as a senior vice president at United Overseas Bank where he was responsible for research and from July 2021 to present, he successively served as a senior director where he is responsible for origination of public and private equity investment. Prior to 2004, Mr. Chow successively served as an assistant in Ernst &Young in its Kuala Lumpur office in 1994, a research assistant in Baring Research (Malaysia) Sdn Bhd in 1995, a research analyst in Ke-Zan Securities Sdn Bhd in 1998, a senior analyst in RHB Research Institute Sdn Bhd in 2000 and a senior research analyst in Nomura Advisory Services (Malaysia) Sdn Bhd in 2001.

Mr. Chow graduated from University of Southern Queensland in Australia with a bachelor's degree of business in January 1994.

Mr. Chow was a director of Aky Investment Pte. Ltd., a Singapore-incorporated company when it was struck off the register in 2020 by the Accounting and Corporate Regulatory Authority in Singapore. Mr. Chow confirmed that the company was struck off the register as it has ceased trading and the striking-off of the company from the register has not resulted in any liability or obligation imposed against him.

Mr. Siek Wei Ting (謝威廷), aged 52, is proposed to be appointed as an independent non-executive Director of the Successor Company immediately following the completion of the De-SPAC Transaction. Mr. Siek will be responsible for providing independent advice on operations and management of the Successor Group.

Mr. Siek has over 20 years of experience in financial operation and corporate management. From July 1996 to August 1999, Mr. Siek served as an audit senior at Deloitte & Touche LLP in its Singapore office. From September 2001 to January 2002, Mr. Siek served as an audit manager at Ernst & Young in its Singapore office. Mr. Siek worked at China Minzhong Food Corp. Pte Ltd, a company engaged in agricultural food, where he served as chief financial officer from April 2004 to September 2018 and was responsible for investor relations, finance and mergers & acquisition of the company. Since October 2018, Mr. Siek has been serving as the finance director at V3 Group (Singapore) Pte Ltd, an investment holding company where its group is principally involved in the consumer retail business. From March 2018 to January 2023, he was served as independent non-director at Asian Healthcare Specialist Limited, a company whose shares were listed on the Catalist of the SGX-ST (previous stock code: 1J3) and was delisted in January 2023.

Mr. Siek graduated from Nanyang Technological University in Singapore with a bachelor's degree in accountancy in June 1996. He was granted the Nanyang Outstanding Young Alumni Award by Nanyang Technological University in October 2008.

Each of the independent non-executive Successor Directors has confirmed (i) his independence as regards each of the factors referred to in Rule 3.13(1) to (8) of the Listing Rules; (ii) that he has no past or present financial or other interest in the business of the Successor Group or any connection with any core connected person of the Successor Company, if any; and (iii) that there are no other factors that may affect the his independence at the time of his appointment.

Save as disclosed above, none of the Successor Directors have held any other directorships in listed companies during the three years immediately preceding the date of this circular. There is no other information relating to the relationship of any of the Successor Directors with other Successor Directors and senior management officers that should be disclosed pursuant to Rule 13.51(2) or paragraph 41(3) of Appendix D1A of the Listing Rules.

Each of the Successor Directors has respectively obtained legal advice as regards the requirements under the Listing Rules that are applicable to him/her as a director of a listed issuer and the possible consequences of making a false declaration or giving false information to the Stock Exchange on June, 26 2024 or September 12, 2024 and confirmed that he/she understood his/her obligations as a director of a listed issuer.

As at the Latest Practicable Date, none of the Successor Directors (other than the independent non-executive Successor Directors) and their respective close associates had any interest in any business which competes or is likely to compete, either directly or indirectly with the business of the Successor Group in a manner which would require disclosure under Rule 8.10 of the Listing Rules.

Save as disclosed herein, to the best of the knowledge, information and belief of the Successor Directors having made all reasonable inquiries, there was no other matter with respect to the appointment of the Successor Directors that needed to be brought to the attention of the Shareholders and there was no information relating to the Successor Directors that was required to be disclosed pursuant to Rules 13.51(2)(h) to (v) of the Listing Rules as of the Latest Practicable Date.

SENIOR MANAGEMENT

The executive Successor Directors and other members of the senior management are responsible for the day-to-day operations and management of the business of the Successor Group. The following table sets forth the key information about the senior management of the Successor Company:

Name	Age	Position	Date of joining the Target Group	Date of appointment as a senior management of the Target Group	Date of appointment as a senior management of the Successor Company	Roles and responsibilities
Mr. Lee Shieh-Peen Clement (李敘平). .	54	Co-founder, Executive Successor Director, chairman of the Successor Board and managing director	November 28, 2014	November 28, 2014	Completion date of the De-SPAC Transaction	Responsible for the overall strategic planning, business direction and management of the Successor Group
Ms. Tai Ho Yan Olive (戴可欣)	48	Co-founder, Executive Successor Director and Chief Executive Officer	November 28, 2014	November 28, 2014	Completion date of the De-SPAC Transaction	Responsible for the operations of the e-commerce businesses and e-logistics segments of the Successor Group
Mr. Malcolm Tan Hock Yean (陳福延)	41	Chief Financial Officer	April 18, 2022	April 18, 2022	Completion date of the De-SPAC Transaction	Responsible for overall management of financial and accounting affairs of the Successor Group

Name	Age	Position	Date of joining the Target Group	Date of appointment as a senior management of the Target Group	Date of appointment as a senior management of the Successor Company	Roles and responsibilities
Ms. Quek Wei Ling (郭瑋玲)	44	Chief Operating Officer	December 1, 2014	April 1, 2022	Completion date of the De-SPAC Transaction	Responsible for overall management of business operations of the Successor Group
Ms. Zanetta Lee Yue (李育)	48	Head of Corporate Development	April 1, 2015	April 1, 2015	Completion date of the De-SPAC Transaction	Responsible for the growth, business development and corporate development of the Successor Group

Mr. Lee Shieh-Peen Clement (李敘平), aged 55, is proposed to be appointed as an executive Successor Director, the chairman of the Successor Board and managing director of the Successor Group immediately following the completion of the De-SPAC Transaction. For further details, see "Successor Directors — Executive Successor Director."

Ms. Tai Ho Yan Olive (戴可欣), aged 48, is proposed to be appointed as an executive Successor Director and the chief executive officer immediately following the completion of the De-SPAC Transaction. For further details, see "Successor Directors — Executive Successor Director."

Mr. Malcolm Tan Hock Yean (陳福延), aged 41, is proposed to be appointed as the chief financial officer of the Successor Group immediately following the completion of the De-SPAC Transaction. Mr. Tan joined the Target Group in April 2022 and has been serving as the chief financial officer of the Target Group since then. He will be primarily responsible for the overall management of financial and accounting affairs of the Successor Group.

Prior to joining the Target Group, Mr. Tan has over 17 years of experience in audit, finance and accounting. Prior to joining PricewaterhouseCoopers LLP (Austin Texas) in July 2011, he served as an assistant audit manager at PricewaterhouseCoopers LLP (Singapore) in July 2007, where he was responsible for conducting financial audit. He then served as audit manager at

PricewaterhouseCoopers LLP (Austin Texas) where he was responsible for conducting financial audit until July 2014. From July 2014 to July 2015, he was then served as an audit manager at PricewaterhouseCoopers LLP (Singapore), where he was responsible for leading the U.S. accounting and auditing standards compliance and initiatives. From June 2015 to July 2017, Mr. Tan served as a regional finance and FP&A manager at Batten, Barton, Durstine & Osborn (**BBDO**), a company principally engaged in advertising and marketing where he was mainly responsible for managing 12 markets across the Asia Pacific region on all financial related matters. From July 2017 to April 2020, he served a director at Tessa Therapeutics Ltd., a company principally engaged in biotechnology and research and development, where he was mainly responsible for the overall financial management. From April 2020 to April 2022, he served as a director at Trax Retail Ltd., a company principally engaged in technology and artificial intelligence, where he was mainly responsible for the overall financial management.

Mr. Tan graduated from Nanyang Technological University in Singapore with a bachelor's degree in accountancy in June 2007. He became a Chartered Public Accountant (now known as Chartered Accountant) of the Institute of Certified Public Accountants of Singapore (ICPAS) (now known as Institute of Singapore Chartered Accountant) in May 2010. He was accredited as a Certified Public Accountant issued by the American Institute of Certified Public Accountants (AICPA) in January 2014.

Ms. Quek Wei Ling (郭瑋玲), aged 44, is proposed to be appointed as the chief operating officer of the Successor Group immediately following the completion of the De-SPAC Transaction. Ms. Quek joined the Target Group in December 2014 and has been serving as the chief operating officer of the Target Group since April 2022. She will be primarily responsible for overall management of business operations of the Successor Group.

Ms. Quek joined the Target Group in December 2014 and served various positions, including the head of the content management, general manager, regional general manager (FMCG), vice president (FMCG and Fashion). Since April 2022, she has been serving as the chief business officer and chief operating officer of the Target Group. Prior to joining the Target Group, Ms. Quek worked at Watsons, a health and beauty retailer, from April 2011 to April 2014 where she last served as a merchandising manager. Prior to that, Ms. Quek was employed by NTUC Unity Health Care Cooperative Limited, a company principally engaged in retail pharmacist.

Ms. Quek graduated from National University of Singapore in Singapore with a Bachelor of Science (Pharmacy) in June 2003. She obtained a certificate of registration of pharmacy issued by Singapore Pharmacy Council in April 2004.

Ms. Zanetta Lee Yue (李育), aged 48, is proposed to be appointed as the head of corporate development of the Successor Group immediately following the completion of the De-SPAC Transaction. Ms. Lee joined the Target Group in April 2015 and has been serving as the head of corporate development since then. She is mainly responsible for corporate development strategy and legal matters.

Ms. Lee has over 20 years of experience in strategy, business development, sales and marketing. Ms. Lee joined the Target Group in April 2015 and served as executive vice president at Synagie Singapore in 2015 where she was responsible for managing the brands and products, development of sales channels, marketing and promotions of the product and brands. From June 2018 to November 2020, she served as an executive director at Synagie V2Y, where she was responsible for managing the sales pipeline and strategic planning for new product development as well as heading interactions with customers for the Insurtech business. Since November 2020, Ms. Lee served as the head of corporate development at the Target Group and is responsible for corporate development strategy and legal matters. Prior to joining the Target Group, from May 2002 to March 2006, Ms. Lee successively served as an assistant manager and manager at DaimlerChrysler South East Asia Pte. Ltd., the regional South East Asian office for global premium automaker Mercedes Benz, where she was responsible for strategy and business development of the Group. From March 2006 to March 2015, she served as a regional manager at Daimler South East Asia Pte. Ltd..

Ms. Lee graduated from Ngee Ann Polytechnic (NP) in Singapore in August 1996 with a diploma in Business Studies (Marketing). She also graduated from The London School of Economics & Political Science with a bachelor of science degree in economics and management in August 2022 via distance learning.

Ms. Lee is the sister of Mr. Clement Lee.

COMPANY SECRETARY

Mr. LEE Chung Shing (李忠成) was appointed as the company secretary of the Company on February 23, 2022 and will remain as the company secretary of the Successor Company upon completion of the De-SPAC Transaction. He is mainly responsible for company secretarial matters of the Successor Company.

Mr. Lee currently serves as the assistant vice president of governance services of Computershare Hong Kong Investor Services Limited. He has over 20 years of experiences in providing services to listed companies in the areas of auditing, financial management, company secretarial services and investors relations. He is currently the joint company secretary of Jilin

Province Chuncheng Heating Company Limited (listed on the Hong Kong Stock Exchange with stock code: 1853) and the company secretary of Shanghai Dasheng Agriculture Finance Technology Co., Ltd. (listed on the Hong Kong Stock Exchange with stock code: 1103).

Mr. Lee obtained a Bachelor of Arts in Accountancy from The City University of Hong Kong in December 1994 and a Master of Business Administration (Financial Services) from The Hong Kong Polytechnic University in November 2002. Mr. Lee has been an associate member of the HKICPA since March 1999 and a fellow member of the Association of Chartered Certified Accountants since July 2003.

BOARD COMMITTEES

The Successor Board has established the Audit Committee, the Remuneration Committee, the Nomination Committee and the Finance and Risk Committee and delegated various responsibilities to these four committees, which assist the Successor Board in discharging its duties and overseeing particular aspects of the activities of the Successor Group.

Audit committee

The Successor Company has established an Audit Committee in compliance with Rule 3.21 of the Listing Rules and paragraph D.3 of Part 2 of the Corporate Governance Code ("**CG Code**") set forth in Appendix C1 to the Listing Rules. Upon completion of the De-SPAC Transaction, the Audit Committee will consist of three members, namely Mr. Siek Wei Ting, Ms. Phua Nan Chie and Mr. Andrew Chow Heng Cheong. Mr. Siek Wei Ting will be the chairman of the Audit Committee and the independent non-executive Successor Director with the appropriate professional qualifications or related financial management expertise as required under Rule 3.10(2) of the Listing Rules.

The primary duties of the Audit Committee include, but are not limited to (i) assisting the Successor Board by providing an independent view of the effectiveness of the financial reporting, risk management and internal control systems of the Successor Company; (ii) overseeing the audit process, developing and reviewing the policies of the Successor Company; and (iii) performing other duties and responsibilities as assigned by the Successor Board.

Remuneration committee

The Successor Company has established a Remuneration Committee in compliance with Rule 3.25 of the Listing Rules and paragraph E.1 of Part 2 of the CG Code set forth in Appendix C1 to the Listing Rules. Upon completion of the De-SPAC Transaction, the Remuneration Committee

will consist of three members, namely Mr. Andrew Chow Heng Cheong, Mr. Selva Bryan Ratnam and Ms. Tai Ho Yan Olive. Mr. Andrew Chow Heng Cheong will be the chairman of the Remuneration Committee.

The primary duties of the Remuneration Committee include, but are not limited to (i) making recommendations to the Successor Directors regarding the policy and structure for the remuneration of all the Successor Directors and senior management and on the establishment of a formal and transparent procedure for developing remuneration policies; (ii) making recommendations to the Successor Board on the remuneration packages of the Successor Directors and senior management; and (iii) reviewing and approving the management's remuneration proposals with reference to the Successor Board's corporate goals and objectives resolved by the Successor Board from time to time.

Nomination committee

The Successor Company has established a Nomination Committee in compliance with paragraph B.3 of Part 2 of the CG Code set forth in Appendix C1 to the Listing Rules. Upon completion of the De-SPAC Transaction, the Nomination Committee will consist of three members, namely Mr. Lee Shieh-Peen Clement, Mr. Selva Bryan Ratnam and Mr. Siek Wei Ting. The Nomination Committee will be chaired by Mr. Lee Shieh-Peen Clement.

The primary duties of the Nomination Committee include, but are not limited to (i) reviewing the structure, size and composition of the Successor Board; (ii) assessing the independence of independent non-executive Successor Directors; and (iii) making recommendations to the Successor Board on matters relating to appointment of Successor Directors.

Finance and Risk Committee

The Successor Company has established a Finance and Risk Committee. Upon completion of the De-SPAC Transaction, the Finance and Risk Committee will consist of four members, namely Ms. Phua Nan Chie, Mr. Lee Shieh-Peen Clement, Mr. Andrew Chow Heng Cheong and Mr. Selva Bryan Ratnam. The Finance and Risk Committee will be chaired by Ms. Phua Nan Chie.

The primary duties of the Finance and Risk Committee include, but are not limited to (i) reviewing the Successor Company's financial and investment plans and budgets and providing recommendations; (ii) approving major financial expenses and investments of the Successor Company; (iii) reviewing the financial performance of the Successor Company against the approved plans and budgets, its major financial transactions and activities and the use of proceeds therefrom; (iv) reviewing and recommending the Successor Company's risk appetite and tolerance

levels; and (v) reviewing the Successor Company's risk management processes and identifying, assessing and reporting key areas of strategic, financial and operational risks to the Successor Board and the Audit Committee.

BOARD DIVERSITY POLICY

The Successor Board has adopted a board diversity policy which sets out the approach to achieve diversity on the Successor Board. The Successor Company recognizes and embraces the benefits of having a diverse Successor Board and sees increasing diversity at the Successor Board level as an essential element in supporting the attainment of the Successor Company's strategic objectives and sustainable development. The Successor Company seeks to achieve board diversity through the consideration of a number of factors, including but not limited to gender, age, cultural and educational background, ethnicity, professional experience, skills, knowledge and length of service. All Successor Board appointments will be based on meritocracy and candidates will be considered against objective criteria, having due regard to the benefits of diversity on the Successor Board.

The Successor Directors have a balanced mix of knowledge, skills and experiences, including telecommunication, lifestyle, e-commerce and health and fast moving consumer goods industry. Members of the Successor Board have obtained degrees in various majors including business administration, commerce and accounting. Furthermore, the ages of the Successor Directors range from 39 years old to 57 years old.

The Successor Directors recognize the particular importance of gender diversity and that gender diversity at the Successor Board level can be improved given its current composition of two female Successor Director and six male Successor Directors. Nevertheless, with a view to developing a pipeline of potential successors to the Successor Board that may meet the target gender diversity, the Successor Company will (i) continue to apply the principle of appointments based on merits with reference to board diversity as a whole; (ii) take steps to promote gender diversity at all levels of the Successor Company by recruiting staff at a mid to senior level with regard to the benefits of gender diversity; and (iii) engage more resources in training female staff who we consider having the suitable experience, skills and knowledge for the business to equip themselves with the attributes and competencies required to serve as members of the Successor Board in light of the strategic needs and the industry in which the Successor Company operates with the aim of promoting them to the Successor Board in a few years' time.

The Nomination Committee is responsible for ensuring the diversity of the Successor Board members. After the completion of the De-SPAC Transaction, the Successor Company's nomination committee will review the board diversity policy and its implementation from time to time to monitor its continued effectiveness and the Successor Company will disclose the implementation

of the board diversity policy, including any measurable objectives set for implementing the board diversity policy and the progress on achieving these objectives, in the Successor Company's corporate governance report on an annual basis.

CORPORATE GOVERNANCE

The Successor Company recognizes the importance of incorporating elements of good corporate governance in the Successor Company's management structure and internal control procedures so as to achieve effective accountability.

The Successor Company has adopted the code provisions stated in the CG Code. The Successor Company is committed to the view that the Successor Board should include a balanced composition of executive Successor Directors, non-executive Successor Directors and independent non-executive Successor Directors so that there is a strong independent element on the Successor Board that can effectively exercise independent judgment.

COMPENSATION OF SUCCESSOR DIRECTORS AND SENIOR MANAGEMENT

The Successor Directors and members of the senior management of the Successor Company will receive compensation in the form of salaries and other benefits and retirement benefit expenses such as contributions to pension plans.

The aggregate remuneration (including salaries and other benefits and retirement benefit expenses) paid to the Directors of the Target Company by the Target Company for each of the three years ended December 31, 2023 and the four months ended April 30, 2024 was S$368,000, S$368,000, S$369,000 and S$127,000, respectively. Save as disclosed above, no other amounts have been paid or are payable by any member of the Target Company to the Directors of the Target Company for each of the three years ended December 31, 2023 and the four months ended April 30, 2024.

The aggregate amount of salaries, allowances and other benefits, share-based payments expenses, discretionary bonus paid to the five highest paid individuals of the Target Company in respect of each of the three years ended December 31, 2023 and the four months ended April 30, 2024 was S$1.3 million, S$1.4 million, S$1.6 million and S$0.49 million, respectively.

No remuneration was paid by the Target Company to the Directors of the Target Company or the five highest paid individuals as an inducement to join or upon joining the Target Group or as a compensation for loss of office in respect of each of the three years ended December 31, 2023 and the four months ended April 30, 2024. Further, none of the Directors of the Target Company had waived or agreed to waive any remuneration during the same periods.

Under the arrangement currently in force and on the assumption that the Successor Directors of the Successor Company will be appointed upon the completion of the De-SPAC Transaction, the aggregate remuneration (including salaries and other benefits and retirement benefit expenses but excluding share-based payment expenses) to the Successor Directors for the year ending December 31, 2024 is estimated to be no more than approximately S$3.0 million.

The Successor Board will review and determine the remuneration and compensation packages of the Successor Directors and senior management of the Successor Company with, following the completion of the De-SPAC Transaction, the benefit of recommendations from the remuneration committee. The remuneration committee will take into account salaries paid by comparable companies, time commitment and responsibilities of the Successor Directors and the senior management of the Successor Company and performance of the Successor Group.

COMPLIANCE ADVISOR

In compliance with Rule 3A.19 of the Listing Rules, the Successor Company will appoint Somerley Capital Limited as its compliance advisor to provide advisory services to the Successor Company. The compliance advisor will, amongst other things, advise the Successor Company with due care and skill in the following circumstances:

- before the publication of any regulatory announcement, circular or financial report;
- where a transaction, which might be a notifiable or connected transaction, is contemplated, including shares issues and share buybacks;
- where the Successor Company proposes to use the proceeds from the De-SPAC Transaction in a manner different from that detailed in this circular or where its business activities, developments or results deviate from any forecast, estimate, or other information in this circular; and
- where the Stock Exchange makes an inquiry of the Successor Company regarding unusual movements in the price or trading volume of the Successor Shares and the Successor SPAC Warrants.

The term of appointment of the compliance advisor shall commence on the completion of the De-SPAC Transaction and end on the date on which the Successor Company distributes its annual report in respect of the financial results for the first full financial year commencing after the completion of the De-SPAC Transaction.

Unless the context otherwise requires, "we," "us" or "our" refers to Target Company and its subsidiaries, and all references to "our Directors" refers to the directors of the Target Company.

You should read the following discussion and analysis with the audited consolidated financial information, including the notes thereto, included in the Accountants' Report of the Target Group in Appendix I to this circular. Target Group's consolidated financial information has been prepared in accordance with IFRS, which may differ in material aspects from generally accepted accounting principles in other jurisdictions.

The following discussion and analysis may contain forward-looking statements that reflect our current views with respect to future events and financial performance. These statements are based on our assumptions and analysis in light of our experience and perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate under the circumstances. However, whether actual outcomes and developments will meet our expectations and predictions depends on a number of risks and uncertainties many of which we cannot control or foresee. In evaluating our business, you should carefully consider the information provided in this circular, including the sections headed "Risk Factors" and "Business of the Target Group."

For the purpose of this section, unless the context otherwise requires, references to 2021, 2022 and 2023 and April 30, 2024 refer to the Target Group's financial years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, respectively. Unless the context otherwise requires, financial information described in this section is presented on a consolidated basis.

OVERVIEW

We are a data-driven digital solutions platform in Southeast Asia. We were among the top ten digital solutions providers in Southeast Asia with a market share of approximately 3.0% in terms of revenue in 2023, according to CIC. We provide integrated digital solutions to our brand partners, where under our direct-to-brands ("**D2B**") business model we provide data-driven digital solutions to brands covering all aspects of e-commerce, and meanwhile under our direct-to-consumers ("**D2C**") business model we sell brands' products to consumers directly. We have built a proprietary data-driven digital solutions platform, the Synagie Platform, utilizing advanced technology that collects, analyzes and deploys large data sets to fulfill the needs of our brand partners and consumers. As of the Latest Practicable Date, we had helped over 600 brand

partners unify their consumers' experience across all major digital touchpoints under our D2B business model. We have established relationships with various major e-commerce channels in Southeast Asia, including online marketplaces, such as Lazada, and social media platforms, among others.

Our business was founded by three entrepreneurial founders in Singapore in late 2014, as a D2C business focusing on the beauty, body and baby sector. As more consumers in Southeast Asia started to shop online, brands and market players in the changing retail industry were seeking new solutions to meet the fast-changing habits of their customers. We started to rethink the evolution of the retail industry and sought to provide innovative data-driven solutions for brands to benefit from digital transformation with minimal disruption, including meaningful insights generated from big data analytics for brands to improve operational efficiency and optimize sales performance.

Our Synagie Platform was thus developed to provide integrated and unified solutions to streamline, enhance and transform traditional commerce practices for brands and a smooth e-commerce experience for consumers in Southeast Asia. We have since accumulated substantial amount of data that helps us better and more deeply understand brand and consumer needs and leading industry trends, which in turn enabled us to successfully expand our business to cover a variety of sectors, including fashion and apparel sector, the premium beauty and wellness sector, and the premium lifestyle and living sector. Our geographical presence covers the six main economies in Southeast Asia, namely Singapore, Malaysia, Philippines, Vietnam, Thailand and Indonesia. We have also been strategically expanding our global footprint outside of Southeast Asia, such as in Hong Kong and Spain.

Through almost ten years' operations in various geographies, our Synagie Platform has evolved into a data-driven platform with a large data lake that empowers comprehensive suite of digital solutions, covering digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management, and big data analytics, to empower a broad and diverse range of brands to increase their sales and grow their business. Our Synagie Platform is able to acquire large volumes of data across various digital touchpoints, store data in a large data-lake that is capable of maintaining and manipulating large data sets, analyze and visualize data in real-time to help brands make data-driven decisions on strategies of marketing, logistics, manufacturing, and supply chain, and deliver comprehensive and holistic insights on consumer interests and behaviors. Our Synagie Platform can also support our brand partners by unifying the operations of our digital supply chain network, comprising logistics, warehousing and fulfillment partners, managing product merchandizing and catalog, tailoring specific product description to enhance search optimization and customize pricing strategies for different commerce channels, driving digital marketing effectiveness, and processing and fulfilling large order volumes across various commerce channels. We continuously innovate

and update our technologies to meet the changing needs of brands, consumers and channels, and to proactively adapt to the emerging trends in the e-commerce industry. We leverage our Synagie Platform, technologies, data, and solutions to help our brand partners with the following key aspects, among others:

- collect and analyze data across all major digital touchpoints;
- develop strategies for data-driven digital marketing campaign and online sales, and produce digital marketing content;
- automate consumer order fulfillment and logistics via our digital supply chain network;
- improve consumer experience through customer relationship management and customer experience solutions;
- measure and neutralize carbon footprint and emissions for online orders; and
- make data-driven decisions from product to manufacturing and supply chain.

We are a sustainable carbon neutral company and are committed to promoting an eco-friendly mindset across our operations and to reducing our carbon footprint wherever possible, which also helps our brand partners achieve their ESG goals by providing our sustainability and climate management solutions, including green packaging, carbon tracking, and offsetting solutions. As of the Latest Practicable Date, we were one of the few carbon neutral digital solutions providers in Southeast Asia certified by TÜV Rheinland, a trusted global technical inspection association, based on ISO14064-1, ISO14064-2 and PAS2060 standards.

We have maintained long-term relationships with many global premium brands. We are also backed by leading investors, including Alibaba, a global technology conglomerate specializing in e-commerce, cloud computing, digital media and entertainment, payment and financial services, and innovation initiatives, and Gobi Partners, a leading Asia-focused venture capital firm. We believe that our prominent brand partner base and blue-chip shareholder base are testament to our capabilities and prospects.

We have benefited from the rapidly evolving market opportunities in the e-commerce industry and the digital solutions industry in Southeast Asia, and have been able to capture the huge market opportunities with our deep understanding of the needs of various types of brands as well as consumer trends.

BASIS OF PRESENTATION AND PREPARATION

Our historical financial information has been prepared in accordance with International Financial Reporting Standards ("**IFRSs**") as issued by the International Accounting Standards Board. The preparation of the historical financial information in conformity with IFRSs requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying our Target Group's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the historical financial information are disclosed in Note 4 to the Accountants' Report of the Target Group included in Appendix I to this circular. All IFRSs, which are effective beginning on January 1, 2024, have been consistently applied by us in the preparation of the historical financial information throughout the Track Record Period.

FACTORS AFFECTING OUR RESULTS OF OPERATIONS AND FINANCIAL CONDITION

General Factors

Our business and operating results are affected by general factors affecting the digital solutions industry and the e-commerce industry in Southeast Asia, including:

- The overall economic growth in Southeast Asia;
- The number of international brands that enter the Southeast Asia market;
- The expansion level of the various commerce channels in Southeast Asia;
- The advancements in technology applied in the digital solutions, particularly artificial intelligence ("**AI**"), robotic automation, and data analytics;
- The trust and confidence level of online retail consumers, especially the mass-affluent population in Southeast Asia;
- Changes in consumers' demographics, tastes and preferences in Southeast Asia;
- User base and penetration rate of digital solutions in Southeast Asia; and
- Governmental regulations, policies and initiatives affecting the digital solutions industry in Southeast Asia.

Unfavorable changes in any of the above industry conditions could negatively affect demand for our solutions and materially and adversely affect our results of operations.

Specific Factors Affecting Our Results of Operations

Our results of operations, financial condition, and the period to period comparability of our financial results have been, and are expected to continue to be, more directly affected by company-specific factors, including the following major factors:

- ***Our ability to retain and attract brand partners.*** The number of our brand partners and brand stores we served directly affects our revenue under D2B business model. In 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, the number of active brand stores we served was 299, 324, 350, 335 and 357, respectively. In addition, the diversity and number of our brand partners also affect the number and variety of products that we sell to consumers under our D2C business model. As a result, we would need to continue to expand our brand partner base to grow our revenue.

- ***Our ability to increase revenue and manage pricing.*** Increase in revenue under our D2C business model depends on our ability to attract higher visitor traffic to online stores, convert more online visitors into consumers, increase consumers' order values, grow repeat customer base, provide superior experience to consumers and expand product offerings. Increase in revenue also depends on our ability to manage pricing of products sold to consumers under our D2C business model and maintain the level of service fees charged to our brand partners under our D2B business model.

- ***Our ability to enhance cooperation with e-commerce channels.*** We generate a substantial portion of our revenue under our D2C business model through product sales on e-commerce channels in Southeast Asia, including online marketplaces, such as Lazada, and social media platforms. Our future growth depends on our ability to enhance cooperation with these e-commerce channels and establish relationships with emerging channels, in particular live streaming and live selling platforms.

- ***Our ability to innovate and effectively invest in our technology.*** Our ability to innovate and continue to strategize new value-added digital solutions through improved technologies, especially data analytics and marketing know-how, is key to better serving our brand partners and helping them enhance their business performance. This will in turn contribute to our ability to retain and attract brand partners, sell more solutions and generate more revenue under our D2B business model. Our ability to invest in our technology infrastructure cost-effectively also affects our results of operations.

- ***Our strategic move to asset-light model.*** We have strategically evolved from an asset-heavy to an asset-light model across various aspects of our operations since 2022, which has enabled us to more easily improve our inventory management, scale our business, strengthen our ecosystem of partnerships, and drive revenue growth without the need for tremendous upfront capital investment. During the Track Record Period, we have focused on and will continue to focus on expanding our D2B business, which has a higher gross profit margin than that of our D2C business. In addition, under our D2C business, we further shifted towards an on-demand inventory model since 2022, where our brand suppliers store their products in third-party warehouses provided by our digital supply chain network. For products purchased under the on-demand inventory model, the brand suppliers charge us at a higher unit price, which led to a decrease in the gross profit margin of our D2C business. Nevertheless, by eliminating capital outlay for significant upfront inventory purchases, we not only benefit from low inventory risk, but we have also been able to improve our cash flow position throughout the Track Record Period. In 2021, 2022 and 2023, our inventories turnover days decreased from 22.4 days in 2021 to 17.0 days in 2022 and further to 7.8 days in 2023.

- ***Our ability to manage growth, control costs and manage working capital.*** Our expansion has resulted and will result in substantial demands on our management, operational, technological, financial and other resources. Our ability to control costs and manage working capital is key to our success. Our continued success also depends on our ability to leverage our scale to obtain more favorable terms, including better credit terms, from our brand partners, e-commerce channels, and warehouses, fulfillment and logistics service providers. Our ability to gain better insight into inventory turnover and sales patterns, which allows us to better optimize our working capital, also affects our results of operations.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Some of our accounting policies require us to apply estimates and assumptions as well as complex judgments related to accounting items. The estimates and assumptions we use and the judgments we make in applying our accounting policies have a significant impact on our financial position and operational results. Our management continuously evaluates such estimates, assumptions and judgments based on past experience and other factors, including industry practices and expectations of future events which are deemed to be reasonable under the circumstances. There has not been any material deviation from our management's estimates or assumptions and actual results, and we have not made any material changes to these estimates or assumptions during the Track Record Period. We do not expect any material changes to these estimates and assumptions in the foreseeable future.

Set forth below are accounting policies that we believe are of critical importance to us or involve the most significant estimates, assumptions and judgments used in the preparation of our financial statements. Our material accounting policies, estimates, assumptions and judgments, which are important for understanding our financial condition and results of operations, are set forth in further details in Notes 3 and 4 to the Accountants' Report of the Target Group included in Appendix I to this circular.

Revenue recognition

D2B — Digital Solutions

We provide a series of digital solutions across all aspects of the e-commerce value chain from digital transformation and technology, channel development and management, digital supply chain, brand development, customer engagement, digital marketing and content, account support, supply and demand planning, sustainability and climate management to big data analytics. Revenue is recognized over time by reference to the progress towards complete satisfaction of the relevant performance obligation. The progress towards complete satisfaction of a performance obligation is measured based on input method, which is to recognize revenue on the basis of our efforts or inputs to the satisfaction of a performance obligation relative to the total expected inputs to the satisfaction of that performance obligation, that best depict our performance in transferring control of solutions.

D2C — Sale of Products

We sell a wide range of branded consumer merchandise and products. Revenue from the sale of products is recognized when control of the goods has transferred, being when the goods have been shipped to the customer's location (delivery).

Under our standard contract terms, customers have a right of return within 14 days. At the point of sale, a refund liability and a corresponding adjustment to revenue are recognized for those products expected to be returned. At the same time, we are entitled to recover the product when customers exercise their right of return so consequently recognizes a right to returned goods asset and a corresponding adjustment to the cost of inventories recognized in profit or loss. We use our accumulated historical experience to estimate the number of returns on a portfolio level using the expected value method. It is considered highly probable that a significant reversal in the cumulative revenue recognized will not occur given the consistent level of returns over previous years.

Inventories

Inventories are stated at the lower of cost and net realizable value. Costs of inventories are determined on a weighted average method. Net realizable value represents the estimated selling price for inventories less all estimated costs of completion and costs necessary to make the sale. Costs necessary to make the sale include incremental costs directly attributable to the sale and non-incremental costs which we must incur to make the sale.

Impairment of goodwill

Determining whether goodwill is impaired requires an estimation of the recoverable amount of the cash-generating unit (or group of cash-generating units) to which goodwill has been allocated, which is the higher of the value in use or fair value less costs of disposal. The value in use calculation requires our management to estimate the future cash flows expected to arise from the cash-generating unit (or a group of cash-generating units) and a suitable discount rate in order to calculate the present value. Where the actual future cash flows are less than expected, or change in facts and circumstances which results in downward revision of future cash flows or upward revision of discount rate, a material impairment loss or further impairment loss may arise.

As of December 31, 2021, 2022 and 2023 and April 30, 2024, the carrying amounts of our goodwill were S$49.3 million, S$49.3 million, S$49.3 million and S$49.3 million, respectively. See Note 18 to the Accountants' Report of the Target Group included in Appendix I in this circular for details.

Share-based payments

We granted share options to our employees. Equity-settled share-based payments to employees are measured at the fair value of the equity instruments at the grant date.

The fair value of the equity-settled share-based payments determined at the grant date without taking into consideration all non-market vesting conditions is expensed on a straight-line basis over the vesting period, based on our estimate of equity instruments that will eventually vest, with a corresponding increase in equity (share options reserve). At the end of each reporting period, we revise the estimate of the number of equity instruments expected to vest based on assessment of all relevant non-market vesting conditions. The impact of the revision of the original estimates, if any, is recognized in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the share options reserve.

When share options are exercised, the amount previously recognized in share options reserve will be transferred to accumulated losses. When the share options are forfeited after the vesting date or are still not exercised at the expiry date, the amount previously recognized in share options reserve will be transferred to accumulated losses.

Financial instruments

Financial assets and financial liabilities are recognized when a group entity becomes a party to the contractual provisions of the instrument. All regular way purchases or sales of financial assets are recognized and derecognized on a trade date basis. Regular way purchases or sales are purchases or sales of financial assets that require delivery of assets within the time frame established by regulation or convention in the marketplace.

Financial assets and financial liabilities are initially measured at fair value except for trade receivables arising from contracts with customers which are initially measured in accordance with IFRS 15. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial liabilities at fair value through profit or loss ("**FVTPL**")) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial liabilities at FVTPL are recognized immediately in profit or loss.

The effective interest method is a method of calculating the amortized cost of a financial asset or financial liability and of allocating interest income and interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts and payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial asset or financial liability, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

See "Financial Instruments" in Note 3 to the Accountants' Report of the Target Group included in Appendix I in this circular for details.

RESULTS OF OPERATIONS

The table below sets forth our consolidated statements of profit or loss and other comprehensive income for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Revenue	85,933	112,647	126,595	31,505	36,454
Cost of sales	(62,257)	(82,008)	(94,851)	(23,629)	(26,945)
Gross profit	**23,676**	**30,639**	**31,744**	**7,876**	**9,509**
Other income	698	527	379	160	44
Other gain and loss	(256)	(893)	(1,788)	(396)	1,356
Selling and distribution expenses	(15,125)	(19,257)	(20,668)	(5,400)	(6,752)
General and administrative expenses	(20,745)	(24,208)	(26,009)	(8,221)	(7,846)
Finance costs	(62)	(568)	(1,658)	(506)	(456)
Loss before income tax	**(11,814)**	**(13,760)**	**(18,000)**	**(6,487)**	**(4,145)**
Income tax credit	802	633	690	224	228
Loss for the year/period	**(11,012)**	**(13,127)**	**(17,310)**	**(6,263)**	**(3,917)**
Other comprehensive (expense) income					
Items that may be reclassified subsequently to profit or loss:					
Exchange differences on translation of foreign operations	(81)	137	24	338	227
Total comprehensive expense for the year/period	**(11,093)**	**(12,990)**	**(17,286)**	**(5,925)**	**(3,690)**
(Loss) profit for the year/period attributable to:					
Owners of the Target Company	(11,016)	(13,118)	(17,310)	(6,263)	(3,917)
Non-controlling interests	4	(9)	—	—	—
	(11,012)	(13,127)	(17,310)	(6,263)	(3,917)
Total comprehensive (expense) income for the year/period attributable to:					
Owners of the Target Company	(11,097)	(12,981)	(17,286)	(5,925)	(3,690)
Non-controlling interests	4	(9)	—	—	—
	(11,093)	(12,990)	(17,286)	(5,925)	(3,690)
Loss per share					
— Basic and diluted *(Singapore cents)*	(1.48)	(1.76)	(2.32)	(0.84)	(0.52)

NON-IFRS MEASURE

To supplement our consolidated financial statements presented in accordance with IFRSs, we use adjusted EBITDA (a non-IFRS measure) as additional financial measure, which is not required by, or presented in accordance with IFRSs. We believe that adjusted EBITDA (a non-IFRS measure) provides useful information to investors in understanding and evaluating our consolidated results of operations in the same manner as they help our management. However, presentation of adjusted EBITDA (a non-IFRS measure) may not be comparable to similarly titled measures presented by other companies. The use of adjusted EBITDA (a non-IFRS measure) has limitations as an analytical tool, and investors should not consider it in isolation from, or as substitute for analysis of, our results of operations or financial conditions as reported under IFRSs.

We define adjusted EBITDA (a non-IFRS measure) as loss for the period by adding back certain items, including (i) depreciation and amortization expenses, (ii) income tax credit, (iii) share-based payment expenses, (iv) net finance costs, and (v) fair value loss/gain on convertible loan notes. The table below reconciles our adjusted EBITDA (a non-IFRS measure) presented to loss for the periods.

	Year ended December 31,			Four months ended April 30,	
	2021	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Reconciliation of loss for the year/period and adjusted EBITDA (a non-IFRS measure)					
Loss for the year/period	**(11,012)**	**(13,127)**	**(17,310)**	**(6,263)**	**(3,917)**
Add:					
Depreciation and amortization expenses	4,889	4,957	5,511	1,537	1,537
Income tax credit	(802)	(633)	(690)	(224)	(228)
Net finance costs	58	563	1,651	504	450
EBITDA	**(6,867)**	**(8,240)**	**(10,838)**	**(4,446)**	**(2,158)**
Share-based payment expenses	174	284	726	243	—
Fair value loss (gain) on convertible loan notes	—	514	940	313	(1,667)
Adjusted EBITDA (a non-IFRS measure)	**(6,693)**	**(7,442)**	**(9,172)**	**(3,890)**	**(3,825)**

Except for depreciation and amortization expenses, income tax credit, and net finance costs, which are part of EBITDA, we made adjustments of certain items to loss for the periods presented because our management considers that:

(i) share-based payment expenses represent primarily non-cash employee benefit expenses incurred in connection with our Target Company Existing ESOP. Such expenses in any specific period are not expected to result in future cash payments; and

(ii) fair value loss/gain on convertible loan notes mainly represent changes in the fair value of the convertible loan notes issued by us and relate to changes in our valuation. We do not expect to record any further fair value loss on convertible loan notes after the Listing as we will repay outstanding convertible loan notes after the Listing.

DESCRIPTION OF KEY COMPONENTS OF OUR RESULTS OF OPERATIONS

Revenue

We generate revenue through the following two reportable segments: (i) direct-to-brands ("**D2B**"); and (ii) direct-to-consumers ("**D2C**").

D2B

We provide comprehensive digital solutions to help our brand clients manage all aspects of the e-commerce process and create a unified experience for consumers throughout the entire consumer journey, and generate revenue directly from our brand clients through a unique and efficient pricing structure, comprising fixed service fees for the solutions that our brand clients subscribe for and/or commission-based service fees, calculated based on a percentage of the sales revenue generated by the brand clients empowered by the solutions offered through our Synagie Platform.

D2C

We purchase products from brands and sell them directly to consumers through online stores owned by us and operated under the name of our brand partners across various e-commerce channels. Therefore, consumers are deemed as our direct customers and brands are deemed as our suppliers under our D2C business model. We generate revenue from the sales of our brand suppliers' products and pay our brand suppliers for purchasing their products under this model.

The table below sets forth a breakdown of our revenue by business segment for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
D2B	15,287	17.8	20,091	17.8	26,643	21.0	6,724	21.3	8,059	22.1
D2C	70,646	82.2	92,556	82.2	99,952	79.0	24,781	78.7	28,395	77.9
Total	**85,933**	**100.0**	**112,647**	**100.0**	**126,595**	**100.0**	**31,505**	**100.0**	**36,454**	**100.0**

During the Track Record Period, our revenue under both D2B and D2C business models increased, as we continuously strived to grow our business, in particular in emerging markets in Southeast Asia. Our revenue generated under D2B business model contributed to an increasing portion of our total revenue during the Track Record Period, as we strategically focused on expanding our D2B business segment, which has a higher margin than that of our D2C business segment.

The table below sets forth a breakdown of our D2C revenue generated through e-commerce channels for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Lazada[(1)]	49,069	69.5	74,450	80.4	83,215	83.3	20,411	82.4	23,574	83.0
Shopee	15,125	21.4	13,063	14.1	11,148	11.2	2,972	12.0	3,439	12.1
Others	6,452	9.1	5,043	5.5	5,589	5.5	1,398	5.6	1,382	4.9
Total	**70,646**	**100.0**	**92,556**	**100.0**	**99,952**	**100.0**	**24,781**	**100.0**	**28,395**	**100.0**

Note:

(1) Lazada is a subsidiary of Alibaba, our controlling shareholder.

During the Track Record Period, our revenue generated through Lazada accounted for the largest portion of our revenue under D2C business model, which was 69.5%, 80.4%, 83.3%, 82.4% and 83.0% in 2021, 2022, 2023 and the four months ended April 30, 2023 and 2024, respectively. See "Business of the Target Group — Customers and Suppliers — Suppliers — Our Relationship with Lazada" for details regarding our relationship with Lazada. See "Risk Factors — Risks

Relating to The Target Group's Business — We rely on the success of certain e-commerce channels. Material disruptions to such e-commerce channels could adversely affect demand for, and our ability to provide, our solutions and services."

The table below sets forth a breakdown of our D2C revenue by product categories for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Fashion and apparel	21,593	30.6	47,562	51.4	63,141	63.2	15,517	62.6	19,191	67.6
Beauty and wellness	41,695	59.0	37,892	40.9	28,582	28.6	7,635	30.8	7,243	25.5
Lifestyle and living	7,358	10.4	7,102	7.7	8,229	8.2	1,629	6.6	1,961	6.9
Total	**70,646**	**100.0**	**92,556**	**100.0**	**99,952**	**100.0**	**24,781**	**100.0**	**28,395**	**100.0**

We primarily operate in Singapore, the Philippines, Indonesia, Vietnam and Malaysia. The table below sets forth a breakdown of our revenue based on the location of our operations for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Regions										
Singapore	41,399	48.2	38,992	34.6	20,970	16.6	7,049	22.4	4,099	11.2
The Philippines	24,829	28.9	47,345	42.0	70,562	55.7	15,708	49.9	23,672	64.9
Indonesia	8,924	10.4	14,001	12.4	15,068	11.9	4,242	13.5	2,591	7.1
Vietnam	4,896	5.7	5,694	5.1	11,310	8.9	2,275	7.2	3,825	10.5
Malaysia	4,701	5.5	4,759	4.2	4,461	3.5	1,383	4.4	1,265	3.5
Others[(1)]	1,184	1.3	1,856	1.7	4,224	3.4	848	2.6	1,002	2.8
Total	**85,933**	**100.0**	**112,647**	**100.0**	**126,595**	**100.0**	**31,505**	**100.0**	**36,454**	**100.0**

Note:

(1) Others primarily included Thailand, Hong Kong and Spain.

Our revenue generated from each of the Philippines, Indonesia, Vietnam, Malaysia, and other regions increased during the Track Record Period, reflecting our efforts to continuously grow our business in these regions. In particular, our increased revenue from the Philippines during the Track Record Period was primarily due to the increase in our revenue generated under our D2C business model, reflecting strong consumer demand in the Philippines, in line with the rapidly growing e-commerce market in the Philippines. Our revenue generated from Singapore decreased during the Track Record Period, primarily because many brands required an outright purchase model in Singapore where we would need to purchase more inventories upfront, while we strategically changed to the on-demand inventory model under our D2C business since 2022 and such brands were not prepared to change from the outright purchase model to the on-demand inventory model, leading to our decreased sales in Singapore. The brands that we cooperated with in Singapore and other regions where we operate in were not entirely the same, and we generally adopt the same model with the same brand even in different geographical locations. Therefore, such a switch did not have a material impact on our revenue generated from regions other than Singapore. This change was in line with our strategy to switch to on-demand inventory model, where we can reduce our upfront capital investments, lower our inventory risks, improve our operating cash position, and achieve better cash conversion cycle, thereby enabling us to operate a more scalable business, as compared to the outright purchase model where a large amount of upfront capital investments is required.

Cost of Sales

Our cost of sales consisted primarily of the value of goods and services incurred to generate our revenue. The table below sets forth a breakdown of our cost of sales by business segment and nature for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
D2B										
Platform operation costs[(1)]	2,633	4.2	6,594	8.0	7,319	7.7	1,980	8.4	2,016	7.5
Talent, traffic and content costs[(2)]	2,223	3.6	1,131	1.4	1,328	1.4	210	0.9	476	1.7
Sub-total	**4,856**	**7.8**	**7,725**	**9.4**	**8,647**	**9.1**	**2,190**	**9.3**	**2,492**	**9.2**
D2C										
Product costs[(3)]	53,523	86.0	69,374	84.6	80,976	85.4	20,071	84.9	22,921	85.1
Channel costs[(4)]	3,878	6.2	4,909	6.0	5,228	5.5	1,368	5.8	1,532	5.7
Sub-total	**57,401**	**92.2**	**74,283**	**90.6**	**86,204**	**90.9**	**21,439**	**90.7**	**24,453**	**90.8**
Total	**62,257**	**100.0**	**82,008**	**100.0**	**94,851**	**100.0**	**23,629**	**100.0**	**26,945**	**100.0**

Notes:

(1) Represent costs in relation to the operations of our Synagie Platform and other infrastructure system.

(2) Represent (i) manpower and traffic costs in relation to providing digital solutions; and (ii) content production costs in relation to digital marketing and content solutions.

(3) Represent costs of products paid to our brand suppliers.

(4) Represent traffic costs, channel costs and other affiliated costs paid to e-commerce channels.

Our cost of sales under D2B business model increased during the Track Record Period, in line with the increased number of active brand stores we served and more generally our expanded D2B business.

Our cost of sales under D2C business model increased during the Track Record Period, in line with the increased volume of consumers and transactions and more generally the expansion of our D2C business.

Gross Profit and Gross Profit Margin

Our gross profit represents our revenue less our cost of sales. Our gross profit margin represents our gross profit divided by our revenue, expressed as a percentage. The table below sets forth a breakdown of our gross profit and gross profit margin by business segment for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	Gross Profit S$'000	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*	*Gross Profit S$'000*	*Gross Profit Margin %*
							(unaudited)			
D2B	10,431	68.2	12,366	61.5	17,995	67.5	4,534	67.4	5,567	69.1
D2C	13,245	18.7	18,273	19.7	13,749	13.8	3,342	13.5	3,942	13.9
Total	**23,676**	**27.6**	**30,639**	**27.2**	**31,744**	**25.1**	**7,876**	**25.0**	**9,509**	**26.1**

Our gross profit increased during the Track Record Period, in line with the continuous increase in our revenue and reflecting our continuous efforts to grow our business. Our gross profit margin decreased from 27.6% in 2021 to 27.2% in 2022, primarily due to the decrease in our gross profit margin under D2B business model. Our gross profit margin further decreased from 27.2% in 2022 to 25.1% in 2023, primarily due to the decrease in our gross profit margin under D2C business model, which contributed more than 75% of our total revenue during the Track Record Period. Our gross profit margin increased from 25.0% in the four months ended April 30, 2023 to 26.1% in the four months ended April 30, 2024, primarily due to our strategy to further expand our D2B business, which has a high gross profit margin.

Our gross profit under D2B business model increased during the Track Record Period, in line with our strategy to further grow our D2B business. Our gross profit margin under D2B business model decreased from 68.2% in 2021 to 61.5% in 2022, primarily due to the expansion of our targeted marketing services. Targeted marketing services allow marketers to focus their advertising efforts on specific, well-defined audience segments based on detailed criteria. This approach aims to deliver highly relevant content to the most appropriate audience, resulting in more effective marketing campaigns with enhanced advertising performance. As a result, traffic costs for targeted marketing paid to e-commerce channels generally has a higher price than that of traditional marketing. Our gross profit margin under D2B business model increased from 61.5% in 2022 to 67.5% in 2023, and from 67.4% in the four months ended April 30, 2023 to 69.1% in the four

months ended April 30, 2024, primarily as the growth of our revenue under D2B business model outpaced that of our costs under D2B business model, as a result of economies of scale achieved from business expansion.

Our gross profit under D2C business model increased from S$13.2 million in 2021 to S$18.3 million in 2022, in line with the expansion of our D2C business. Our gross profit under D2C business model decreased from S$18.3 million in 2022 to S$13.7 million in 2023, primarily as a result of our strategic change to on-demand inventory model, where we pay brands for higher unit price in order to lower risks associated with substantial upfront inventory purchases. Our gross profit margin under D2C business model increased from 18.7% in 2021 to 19.7% in 2022, primarily due to an increase in the volume of premium brand products we sold in 2022. Our gross profit margin under D2C business model decreased from 19.7% in 2022 to 13.8% in 2023, primarily due to the higher unit price we paid to brands arising from our strategic change to on-demand inventory model. Our gross profit margin under D2C business model remained stable at 13.9% in the four months ended April 30, 2024, as compared to 13.5% in the four months ended April 30, 2023.

The table below sets forth a breakdown of our gross profit and gross profit margin under D2C business model generated through e-commerce channels for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Lazada[(1)]	9,436	19.2	15,007	20.2	11,630	14.0	2,853	14.0	3,345	14.2
Shopee	2,488	16.5	2,382	18.2	1,364	12.2	345	11.6	402	11.7
Others	1,321	20.5	883	17.5	754	13.5	144	10.3	195	14.1
Total	**13,245**	**18.7**	**18,273**	**19.7**	**13,748**	**13.8**	**3,342**	**13.5**	**3,942**	**13.9**

Note:

(1) Lazada is a subsidiary of Alibaba, our controlling shareholder.

The respective channel fees charged by Lazada, Shopee and other channels are standard market rates and at normal commercial term. Our gross profit margin generated through Lazada in each period during the Track Record Period was higher than that generated through Shopee in the same periods, respectively, primarily because Lazada generally charged lower channel costs, as a

percentage of gross sales, than those of Shopee. Our product costs for any given brand do not vary across e-commerce channels. The difference in the channel fees charged by the different e-commerce channels was due to their respective different business strategies and pricing policies, all of which are beyond our control.

The table below sets forth a breakdown of our gross profit and gross profit margin based on the location of our operations for the periods indicated:

	Year ended December 31,						Four months ended April 30,			
	2021		2022		2023		2023		2024	
	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin	Gross Profit	Gross Profit Margin
	S$'000	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*	*S$'000*	*%*
							(unaudited)			
Regions										
Singapore	11,109	26.8	12,404	31.8	7,856	37.5	2,156	30.6	2,018	49.2
The Philippines	6,699	27.0	11,562	24.4	15,620	22.1	3,676	23.4	5,319	22.5
Indonesia	489	5.5	793	5.7	1,020	6.8	231	5.5	141	5.4
Vietnam	2,084	42.6	2,194	38.5	3,077	27.2	761	33.4	908	23.7
Malaysia	2,770	58.9	2,870	60.3	2,456	55.1	665	48.1	663	52.4
Others[(1)]	525	44.4	816	43.9	1,715	40.6	387	45.6	460	46.0
Total	**23,676**	**27.6**	**30,639**	**27.2**	**31,744**	**25.1**	**7,876**	**25.0**	**9,509**	**26.1**

Note:

(1) Others primarily included Thailand, Hong Kong and Spain.

Our gross profit margin generated from Singapore increased during the Track Record Period, primarily due to the increase in the provision of digital solutions to our brand partners in Singapore, which has a higher margin than that of our sales of brands' products. Our relatively high gross profit margin generated from Singapore during the Track Record Period was primarily due to the larger revenue contribution of our digital solutions business. Our gross profit margins generated from the Philippines and Vietnam decreased during the Track Record Period, primarily due to our adoption of on-demand inventory model in 2022 where we earned lower margin than that under an outright purchase model. Our business operations in Malaysia recorded a high margin during the Track Record Period, primarily because a majority of our business in Malaysia was the provision of digital solutions, which has a high margin.

Other Income

Our other income comprised primarily government grants. The table below sets forth a breakdown of our other income for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Government grants	560	450	237	152	15
Bank interest income	4	5	7	2	6
Others[(1)]	134	72	135	6	23
Total	**698**	**527**	**379**	**160**	**44**

Note:

(1) Others primarily represented refunds from suppliers and allowances for inventory shrinkage from warehouse providers.

Our government grants comprised primarily (i) one-off subsidies from the Singapore government as part of the government's measures to support businesses impacted by COVID-19 pandemic; and (ii) other governmental subsidies to support and encourage employment, including the progressive wage credit scheme in Singapore.

Other Gain and Loss

Our other gain and loss comprised (i) impairment (loss)/reversal under ECL model, net of reversal; (ii) exchange (loss)/gain, net; and (iii) fair value (loss)/gain on convertible loan notes. The table below sets forth a breakdown of our other gain and loss for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (unaudited)	*S$'000*
Impairment (loss) reversal under ECL model, net of reversal	(68)	18	2	—	—
Exchange (loss) gain, net	(44)	88	(343)	(31)	(292)
Fair value (loss) gain on convertible loan notes	—	(514)	(940)	(313)	1,667
Others	(144)	(485)	(507)	(52)	(19)
Total[(1)]	**(256)**	**(893)**	**(1,788)**	**(396)**	**1,356**

Note:

(1) Others primarily represented our inventory obsolescence arising from the loss, expiration and damages of our inventories.

Our impairment (loss)/reversal under ECL model, net of reversal related mainly to our trade receivables.

We recorded exchange (loss)/gain, net because we operate in various geographies, each of which has its own legal currency different from our reporting currency, and the transactions in these different geographies are denominated in local currencies.

Our fair value loss on convertible loan notes represented the increase in our valuation while our fair value gain related to Lazada's commitment to not exercise its conversion rights upon the consummation of the De-SPAC Transaction. See note 27 to the Accountants' Report of the Target Group included in this circular for details.

Selling and Distribution Expenses

Our selling and distribution expenses represented our sales and promotional expenses, fulfillment expenses and last-mile logistics expenses paid to third-party service providers. Our selling and distribution expenses was S$15.1 million, S$19.3 million, S$20.7 million, S$5.4 million and S$6.8 million in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, respectively, which accounted for 17.6%, 17.1%, 16.3%, 17.1% and 18.5% of our revenue in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, respectively. The table below sets forth a breakdown of our selling and distribution expenses for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(unaudited)	
Sales and promotional expenses	5,556	10,377	13,571	3,163	4,562
Fulfillment expenses	6,746	6,565	4,923	1,650	1,466
Last-mile logistics expenses	2,823	2,315	2,174	587	724
Total	**15,125**	**19,257**	**20,668**	**5,400**	**6,752**

Our sales and promotional expenses related to our marketing campaigns to attract more brand partners and consumers. The increases in our sales and promotional expenses during the Track Record Period were in line with the growth of our revenue and our business expansion in various geographies.

Our fulfillment expenses mainly related to warehousing and logistics expenses. The decreases in our fulfillment expenses during the Track Record Period was primarily because we had an increasing volume of sales in the geographies where local fulfillment service providers charged relatively low fees.

Our last-mile logistics expenses decreased from 2021 to 2023, primarily because we had an increasing volume of sales in the geographies where local last-mile logistics service providers charged relatively low fees. Our last-mile logistics expenses remained relatively stable in the four months ended April 30, 2023 and 2024.

General and Administrative Expenses

Our general and administrative expenses consisted primarily of compensation and benefits expenses, depreciation and amortization expenses, and share-based payment expenses. Our general and administrative expenses accounted for 24.1%, 21.5%, 20.5%, 26.1% and 21.5% of our revenue in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024, respectively. This decreasing trend during the Track Record Period reflected our overall cost savings efforts with the intention of improving our operational efficiency. Nonetheless, we expect to incur additional expenses as a result of operating as a public company and to meet the increased compliance requirements associated with our expansion.

The table below sets forth a breakdown of our general and administrative expenses by nature for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(unaudited)	
Compensation and benefits expenses	11,844	15,707	16,009	5,205	4,960
Depreciation and amortization expenses	4,889	4,957	5,511	1,537	1,537
Share-based payment expenses	174	284	726	243	—
Others[(1)]	3,838	3,260	3,763	1,236	1,349
Total	**20,745**	**24,208**	**26,009**	**8,221**	**7,846**

Note:

(1) Others comprised primarily professional services fees and office rental expenses.

Our compensation and benefits expenses represented salaries, allowances, retirement benefits and other benefits paid to our employees. The increases in our compensation and benefits expenses from 2021 to 2023 was primarily due to the overall increase in our headcount and general salary level. Our compensation and benefits expenses decreased from the four months ended April 30, 2023 to the four months ended April 30, 2024, primarily due to a decrease in the number of our employees.

Our depreciation and amortization expenses related to our fixed assets and intangible assets used in general and administrative functions, such as our computers and IT equipment, and development of our technologies and customer relationships. The increases in our depreciation and amortization expenses during the Track Record Period was primarily due to the increases in the balance of our plant and equipment and the development of our Synagie Platform and other technologies.

Our share-based payment expenses represented the share options we granted under our Target Company Existing ESOP. The increases in our share-based payment expenses during the Track Record Period were primarily due to an increase in the number of share options we granted.

Finance Costs

Our finance costs comprised (i) interest on convertible loan note; (ii) interest on bank and other borrowings; and (iii) interest on lease liabilities. The table below sets forth a breakdown of our finance costs for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(unaudited)	
Interest on convertible loan notes	—	445	1,026	327	366
Interest on bank and other borrowings	18	89	500	174	58
Interest on lease liabilities	44	34	132	5	32
Total	**62**	**568**	**1,658**	**506**	**456**

Our interest on convertible loan notes increased from S$0.4 million in 2022 to S$1.0 million in 2023, because such notes were issued in May 2022 and we recorded seven months' interest on such notes in 2022 as compared to 12 months' interests in 2023.

Our interest on bank and other borrowings increased from 2021 to 2023, primarily as a result of the increase in other borrowings, relating to facilities provided by third party financial institutions.

Our interest on lease liabilities increased during the Track Record Period, primarily as a result of lease renewals in the relevant periods.

Income Tax Credit

Our income tax credit represents our deferred tax liability arising from the recognition of our intangible assets in customer relationships representing the present value of our key customer contracts. We recorded income tax credit of S$0.8 million, S$0.6 million, S$ 0.7 million, S$0.2 million and S$0.2 million, respectively, in 2021, 2022 and 2023 and the four months ended April 30, 2023 and 2024. During the Track Record Period, our subsidiaries incorporated in Singapore, Indonesia and the Philippines were subject to the domestic statutory corporate tax rate of 17%, 22% and 25%, respectively. Taxation arising in other jurisdictions is calculated at the rates prevailing in the relevant jurisdictions.

PERIOD-TO-PERIOD COMPARISON OF RESULTS OF OPERATIONS

Four Months Ended April 30, 2024 Compared with the Four Months Ended April 30, 2023

Revenue

Our revenue increased by 15.7% from S$31.5 million in the four months ended April 30, 2023 to S$36.5 million in the four months ended April 30, 2024, reflecting our continuous efforts to grow our business.

Our revenue under D2B business model increased by 19.9% from S$6.7 million in the four months ended April 30, 2023 to S$8.1 million in the four months ended April 30, 2024, primarily due to an increase in the number of active brand stores we served.

Our revenue under D2C business model increased by 14.6% from S$24.8 million in the four months ended April 30, 2023 to S$28.4 million in the four months ended April 30, 2024, primarily due to an increase in the sales of our brand suppliers' products as a result of our greater digital marketing efforts and strong consumer demand in the Philippines.

Cost of Sales

Our cost of sales increased by 14.0% from S$23.6 million in the four months ended April 30, 2023 to S$26.9 million in the four months ended April 30, 2024, in line with our efforts to grow our business.

Our cost of sales under D2B business model increased by 6.3% from S$2.3 million in the four months ended April 30, 2023 to S$2.5 million in the four months ended April 30, 2024, in line with the growth trend of our revenue under D2B business model.

Our cost of sales under D2C business model increased by 14.9% from S$21.3 million in the four months ended April 30, 2023 to S$24.5 million in the four months ended April 30, 2024, in line with the growth trend of our revenue under D2C business model.

Gross Profit and Gross Profit Margin

Our overall gross profit increased by 20.7% from S$7.9 million in the four months ended April 30, 2023 to S$9.5 million in the four months ended April 30, 2024, consistent with the growth of our revenue and reflecting our efforts to grow our business. Our gross profit margins increased from 25.0% in the four months ended April 30, 2023 to 26.1% in the four months ended April 30, 2024, primarily due to the further expansion of our D2B business, which has a high gross profit margin.

Our gross profit under D2B business model increased by 22.8% from S$4.5 million in the four months ended April 30, 2023 to S$5.6 million in the four months ended April 30, 2024, in line with our strategy to further grow our D2B business. Our gross profit margin under D2B business model increased from 67.4% in the four months ended April 30, 2023 to 69.1% in the four months ended April 30, 2024, primarily as the growth of our revenue under D2B business model outpaced that of our costs under D2B business model, as a result of economies of scale achieved from business expansion.

Our gross profit under D2C business model increased by 18% from S$3.3 million in the four months ended April 30, 2023 to S$3.9 million in the four months ended April 30, 2024, primarily as a result of our rapid growth in the Philippines. Our gross profit margin under D2C business model remained relatively stable at 13.9% in the four months ended April 30, 2024, as compared to 13.5% in the four months ended April 30, 2023.

Other Income

Our other income decreased by 72.5% from S$0.2 million in the four months ended April 30, 2023 to S$44,000 in the four months ended April 30, 2024, primarily due to a decrease of S$0.1 million in government grants as a result of reduced post-COVID government subsidies.

Other Gain and Loss

We recorded other loss of S$0.4 million in the four months ended April 30, 2023 and other gain of S$1.4 million in the four months ended April 30, 2024. This change was mainly due to our fair value gain on convertible loan notes of S$1.7 million, as a result of Lazada's commitment to not exercise its conversion rights upon the consummation of the De-SPAC Transaction.

Selling and Distribution Expenses

Our selling and distribution expenses increased by 25.0% from S$5.4 million in the four months ended April 30, 2023 to S$6.8 million in the four months ended April 30, 2024, primarily due to an increase of S$1.4 million in sales and promotional expenses, in line with our further business expansion.

General and Administrative Expenses

Our general and administrative expenses decreased by 4.6% from S$8.2 million in the four months ended April 30, 2023 to S$7.8 million in the four months ended April 30, 2024, primarily due to a decrease of S$0.2 million in compensation and benefits expenses, as a result of decreased headcount.

Finance Costs

Our finance costs remained stable at S$0.5 million in the four months ended April 30, 2023 and 2024, respectively.

Income Tax Credit

We recorded income tax credit of S$0.2 million in the four months ended April 30, 2023 and 2024, relating to the amortization of customer relationships intangible assets.

Loss for the Period

Our net loss decreased by 37.5% from S$6.3 million in the four months ended April 30, 2023 to S$3.9 million in the four months ended April 30, 2024, primarily due to (i) a significant increase in our gross profit generated from the Philippines, as a result of our rapid growth in the Philippines, and (ii) our decreased general and administrative expenses as a result of a decrease in our compensation and benefit expenses, partially offset by our increased selling and distribution expenses as a result of our increased sales and promotional activities to attract more brand partners and consumers.

Year Ended December 31, 2023 Compared with the Year Ended December 31, 2022

Revenue

Our revenue increased by 12.4% from S$112.6 million in 2022 to S$126.6 million in 2023, reflecting our continuous efforts to grow our business.

Our revenue under D2B business model increased by 32.6% from S$20.1 million in 2022 to S$26.6 million in 2023, primarily due to an increase in the number of active brand stores that we provided solutions to, as a result of our business expansion efforts.

Our revenue under D2C business model increased by 8.0% from S$92.6 million in 2022 to S$100.0 million in 2023, primarily due to an increase in the sales of our brand suppliers' products as a result of our greater digital marketing efforts.

Cost of Sales

Our cost of sales increased by 15.7% from S$82.0 million in 2022 to S$94.9 million in 2023, in line with our efforts to grow our business.

Our cost of sales under D2B business model increased by 11.9% from S$7.7 million in 2022 to S$8.6 million in 2023, in line with the growth trend of our revenue under D2B business model.

Our cost of sales under D2C business model increased by 16.0% from S$74.3 million in 2022 to S$86.2 million in 2023, in line with the growth trend of our revenue under D2C business model.

Gross Profit and Gross Profit Margin

Our overall gross profit increased by 3.6% from S$30.6 million in 2022 to S$31.7 million in 2023, consistent with the growth of our revenue and reflecting our efforts to grow our business. Our gross profit margins decreased from 27.2% in 2022 to 25.1% in 2023, as a result of the decreased gross profit margin under D2C business model, which contributed to a larger portion of our revenue.

Our gross profit under D2B business model increased by 45.5% from S$12.4 million in 2022 to S$18.0 million in 2023, in line with our strategy to further grow our D2B business. Our gross profit margin under D2B business model increased from 61.5% in 2022 to 67.5% in 2023, primarily as the growth of our revenue under D2B business model outpaced that of our costs under D2B business model, as a result of economies of scale achieved from business expansion.

Our gross profit under D2C business model decreased by 24.8% from S$18.3 million in 2022 to S$13.7 million in 2023, primarily as a result of our strategic change to on-demand inventory model, where we pay brands for higher unit price in order to lower risks associated with substantial upfront inventory purchases. Our gross profit margin under D2C business model decreased from 19.7% in 2022 to 13.8% in 2023, primarily due to the higher unit price we paid to brands arising from our strategic change to on-demand inventory model.

Other Income

Our other income remained relatively stable at S$0.5 million in 2022, as compared to S$0.4 million in 2023.

Other Gain and Loss

We recorded other loss of S$0.9 million in 2022 and S$1.8 million in 2023. This change was mainly due to an increase in fair value loss on convertible loan notes, reflecting our increased valuation from 2022 to 2023.

Selling and Distribution Expenses

Our selling and distribution expenses increased by 7.3% from S$19.3 million in 2022 to S$20.7 million in 2023, primarily due to an increase of S$3.2 million in sales and promotional expenses, in line with the growth of our revenue and our business expansion in various geographies, as partially offset by a decrease of S$1.6 million in fulfillment expenses, primarily because we had an increasing volume of sales in the geographies where local fulfillment service providers charged relatively low fees.

General and Administrative Expenses

Our general and administrative expenses increased by 7.4% from S$24.2 million in 2022 to S$26.0 million in 2023, primarily due to (i) an increase of S$0.6 million in depreciation and amortization expenses, as a result of the increased balance of our plant and equipment and the development of our Synagie Platform and other technologies; (ii) an increase of S$0.3 million in compensation and benefits expenses, as a result of the overall increase in our general salary level; and (iii) an increase of S$0.4 million in our share-based payment expenses.

Finance Costs

Our finance costs increased by 191.9% from S$0.6 million in 2022 to S$1.7 million in 2023, primarily attributable to (i) an increase of S$0.6 million in interest on convertible loan notes, because such notes were issued in May 2022 and we recorded seven months' interest on such notes in 2022 as compared to 12 months' interests in 2023 and (ii) an increase of S$0.4 million in interest on bank and other borrowings, as a result of additional borrowings to further grow our business.

Income Tax Credit

We recorded income tax credit of S$0.6 million in 2022 and S$0.7 million in 2023, relating to the amortization of customer relationships intangible assets.

Loss for the year

Our net loss increased by 31.9% from S$13.1 million in 2022 to S$17.3 million in 2023, primarily due to (i) an increase in our finance costs, in relation to the interest on our convertible loan notes issued in May 2022; (ii) an increase in our selling and distribution expenses, as a result of our increased sales and promotional activities to attract more brand partners and consumers; and (iii) an increase in general and administrative expenses, as a result of the overall increase in our general salary level, as partially offset by an increase in our gross profit, reflecting our efforts to continuously grow our business.

Year Ended December 31, 2022 Compared with the Year Ended December 31, 2021

Revenue

Our revenue increased by 31.1% from S$85.9 million in 2021 to S$112.6 million in 2022, reflecting our continuous efforts to grow our business.

Our revenue under D2B business model increased by 31.4% from S$15.3 million in 2021 to S$20.1 million in 2022, primarily due to (i) an increase in the number of active brand stores that we provided solutions to, as a result of our business expansion efforts; and (ii) an increase in the purchases of digital marketing solutions by our brand clients expanding their business in Southeast Asia.

Our revenue under D2C business model increased by 31.0% from S$70.6 million in 2021 to S$92.6 million in 2022, primarily due to our greater digital marketing efforts that led to more consumers and transactions.

Cost of Sales

Our cost of sales increased by 31.7% from S$62.3 million in 2021 to S$82.0 million in 2022, in line with our efforts to grow our business.

Our cost of sales under D2B business model increased by 59.1% from S$4.9 million in 2021 to S$7.7 million in 2022, in line with the growth trend of our revenue under D2B business model.

Our cost of sales under D2C business model increased by 29.4% from S$57.4 million in 2021 to S$74.3 million in 2022, in line with the growth trend of our revenue under D2C business model.

Gross Profit and Gross Profit Margin

Our overall gross profit increased by 29.4% from S$23.7 million in 2021 to S$30.6 million in 2022, consistent with the growth of our revenue and reflecting our efforts to grow our business. Our gross profit margin decreased from 27.6% in 2021 to 27.2% in 2022, primarily due to the decrease in our gross profit margin under D2B business model.

Our gross profit under D2B business model increased by 18.6% from S$10.4 million in 2021 to S$12.4 million in 2022, in line with our strategy to further grow our D2B business. Our gross profit margin under D2B business model decreased from 68.2% in 2021 to 61.5% in 2022, primarily due to the expansion of our targeted marketing services which incurred more traffic costs on e-commerce channels than traditional marketing services.

Our gross profit under D2C business model increased by 38.0% from S$13.2 million in 2021 to S$18.3 million in 2022, in line with the expansion of our D2C business. Our gross profit margin under D2C business model increased from 18.7% in 2021 to 19.7% in 2022, primarily due to an increase in the volume of premium brand products we sold.

Other Income

Our other income decreased by 24.5% from S$0.7 million in 2021 to S$0.5 million in 2022, primarily due to a decrease of S$0.1 million in one-off government grants supporting local businesses.

Other Gain and Loss

We recorded other loss of S$0.3 million in 2021 and S$0.9 million in 2022. This change was mainly because we recorded fair value loss on convertible loan notes, which were issued in May 2022, reflecting our increased valuation.

Selling and Distribution Expenses

Our selling and distribution expenses increased by 27.3% from S$15.1 million in 2021 to S$19.3 million in 2022, primarily due to an increase of S$4.8 million in sales and promotional expenses, in line with the growth of our revenue and our business expansion in various geographies.

General and Administrative Expenses

Our general and administrative expenses increased by 16.7% from S$20.7 million in 2021 to S$24.2 million in 2022, primarily due to an increase of S$3.9 million in compensation and benefits expenses, as a result of an overall increase in our headcount and general salary level.

Finance Costs

Our finance costs increased from S$0.1 million in 2021 to S$0.6 million in 2022, primarily because we incurred interest on convertible loan notes of S$0.4 million, which were issued in May 2022.

Income Tax Credit

We recorded income tax credit of S$0.8 million in 2021 and S$0.6 million in 2022, relating to the amortization of customer relationships intangible assets.

Loss for the year

Our net loss increased by 19.2% from S$11.0 million in 2021 to S$13.1 million in 2022 primarily due to (i) an increase in our selling and distribution expenses, as a result of our increased sales and promotional activities to attract more brand partners and consumers; and (ii) an increase in general and administrative expenses, as a result of the overall increase in our headcount and general salary level, as partially offset by an increase in our gross profit, reflecting our efforts to continuously grow our business.

DISCUSSION OF CERTAIN KEY BALANCE SHEET ITEMS

The table below sets forth selected information from our consolidated balance sheets as of the dates indicated, which has been extracted from the Accountants' Report of the Target Group included in Appendix I to this circular:

	As of December 31,			As of April 30,
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Total non-current assets	61,085	58,713	57,132	56,142
Total current assets	34,259	38,268	36,449	24,477
Total assets	**95,344**	**96,981**	**93,581**	**80,619**
Total non-current liabilities	3,811	12,892	14,049	12,222
Total current liabilities	30,618	35,880	47,883	40,438
Total liabilities	**34,429**	**48,772**	**61,932**	**52,660**
Net current assets/(liabilities)	**3,641**	**2,388**	**(11,434)**	**(15,961)**
Net assets	**60,915**	**48,209**	**31,649**	**27,959**
Share capital	74,679	74,679	74,679	74,679
Reserves	(13,754)	(26,451)	(43,011)	(46,701)
Equity attributable to owners of the Target Company	60,925	48,228	31,668	27,978
Non-controlling interests	(10)	(19)	(19)	(19)
Total equity	**60,915**	**48,209**	**31,649**	**27,959**

Net Current Assets/(Liabilities)

The table below sets forth our current assets and liabilities as of the dates indicated:

	As of December 31,			As of April 30,	As of August 31,
	2021	2022	2023	2024	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000* (unaudited)
Current assets					
Inventories	4,483	3,172	861	656	690
Trade and other receivables	16,662	20,084	20,490	17,542	17,798
Contract assets	5,982	1,706	1,680	1,336	1,711
Cash and cash equivalents	7,132	13,306	13,418	4,943	5,945
Total current assets	**34,259**	**38,268**	**36,449**	**24,477**	**26,144**
Trade and other payables	29,535	34,255	45,271	38,847	26,872
Lease liabilities	706	434	1,207	910	743
Bank and other borrowings	374	1,191	1,403	678	2,086
Income tax payable	3	–	2	3	2
Total current liabilities	**30,618**	**35,880**	**47,883**	**40,438**	**29,703**
Net current assets (liabilities)	**3,641**	**2,388**	**(11,434)**	**(15,961)**	**(3,559)**

We had net current assets of S$3.6 million and S$2.4 million, respectively, as of December 31, 2021 and 2022, and net current liabilities of S$11.4 million, S$16.0 million and S$3.6 million as of December 31, 2023 and April 30 and August 31, 2024, respectively.

Our net current liabilities increased from S$11.4 million as of December 31, 2023 to S$16.0 million as of April 30, 2024, primarily due to (i) a decrease of S$2.9 million in trade and other receivables, reflecting our stricter receivables collection practice; and (ii) a decrease of S$8.5 million in cash and cash equivalents used to settle trade payables in the year end, as partially offset by a decrease of S$6.4 million in trade and other payables.

We had net current assets of S$2.4 million as of December 31, 2022 and net current liabilities of S$11.4 million as of December 31, 2023, primarily due to (i) a decrease of S$2.3 million in inventories as we continued to implement our asset-light model and on-demand inventory model, which effectively reduced our inventories level; (ii) an increase of S$11.0 million in trade and other payables, in line with our increased revenue and expanded business; and (iii) an increase of S$0.8 million in lease liabilities as a result of lease renewals.

Our net current assets decreased from S$3.6 million as of December 31, 2021 to S$2.4 million as of December 31, 2022, primarily due to (i) a decrease of S$1.3 million in inventories as we began to adopt our asset-light model and on-demand inventory model in 2022, which effectively reduced our inventories level; (ii) a decrease of S$4.3 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position; and (iii) an increase of S$4.7 million in trade and other payables, in line with our increased revenue and expanded business, as partially offset by (i) an increase of S$6.2 million in cash and cash equivalents in relation to the proceeds from the convertible loan notes; and (ii) a decrease of S$4.3 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position.

See "Business of the Target Group — Path to Profitability — Improve Our Liquidity Position" for details regarding our measures to improve our liquidity position.

Inventories

Our inventories comprised our stock of finished goods under our D2C business model, i.e. brands' products. Our inventories decreased from S$4.5 million as of December 31, 2021 to S$3.2 million as of December 31, 2022, to S$0.9 million as of December 31, 2023, and further to S$0.7 million as of April 30, 2024, reflecting our efforts to implement our asset-light model and on-demand inventory model, which was adopted in 2022.

As of December 31, 2021, 2022 and 2023 and April 30, 2024, the age of the vast majority of our inventories was less than one year. The table below sets forth our inventory turnover days for the periods indicated:

	Year ended December 31,			Four months ended April 30,
	2021	2022	2023	2024
Inventory turnover days[(1)]	22.4	17.0	7.8	3.4

Note:

(1) Inventory turnover days for a period equals the average opening and closing inventory balance divided by cost of sales for the relevant period and multiplied by the number of days in the relevant period, being 365 days for each year and 120 days for four months.

Our inventory turnover days decreased from 22.4 days in 2021 to 17.0 days in 2022, to 7.8 days in 2023 and further to 3.4 days in the four months ended April 30, 2024, primarily due to the significant decreases in our inventory balance during the Track Record Period, reflecting our efforts to strategically change to on-demand inventory model, where we generally purchase minimal inventories upfront.

As of July 31, 2024, S$0.4 million or approximately 63.8% of our inventories as of April 30, 2024, had been subsequently utilized.

Trade and Other Receivables

Our trade and other receivables comprised primarily (i) trade receivables, mainly arising from our brand clients under our D2B business model; (ii) other tax receivables, mainly related to input VAT receivables and withholding tax receivables; and (iii) deposits, representing cash deposits with certain brand clients, which is fully refundable upon termination of the relevant agreements.

The table below sets forth the breakdown of our trade and other receivables as of the dates indicated:

	As of December 31,			As of April 30,
	2021	**2022**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*
Trade receivables	15,630	18,209	17,012	13,924
Less: allowance for credit losses	(88)	(70)	(68)	(68)
	15,542	18,139	16,944	13,856
Other tax receivables	275	777	1,987	2,358
Deposits	502	611	703	664
Other receivables	266	541	660	483
Prepayments	77	145	280	265
Total trade and other receivables	**16,662**	**20,213**	**20,574**	**17,626**

Our trade receivables were primarily related to our digital solutions provided to our brand partners. Our trade receivables increased from S$15.6 million as of December 31, 2021 to S$18.2 million as of December 31, 2022, in line with the continuous growth of our revenue during the Track Record Period. Our trade receivables decreased from S$18.2 million as of December 31, 2022 to S$17.0 million as of December 31, 2023, and further to S$13.9 million as of April 30, 2024, reflecting our efforts to implement stricter collection practice. We typically provide a credit period ranging from 30 to 60 days to our brand clients.

The table below sets forth the aging analysis of our trade receivables, net of allowance for credit losses, based on invoice date as of the dates indicated:

	As of December 31,			As of April 30,
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Within 60 days	11,440	12,527	10,270	10,582
61 days to 90 days	972	658	3,143	955
Over 90 days	3,130	4,954	3,531	2,319
	15,542	**18,139**	**16,944**	**13,856**

Our Directors are of the view that there is no recoverability issue for trade receivables aged over 90 days, and sufficient provision has been made, by taking into account our comprehensive credit risk management measures, historical experience in transacting with relevant brand clients and their financial position. See "— Qualitative and Quantitative Disclosure about Financial Risks — Credit Risks — Trade receivables and Contract Assets" for more details regarding our credit risk management measures.

The following table sets forth the number of our trade receivables turnover days for the periods indicated:

	Year ended December 31,			Four months ended April 30,
	2021	2022	2023	2024
Trade receivables turnover days[(1)]	53.0	54.8	50.8	50.9

Note:

(1) Calculated as dividing the average of the opening and the closing balance of trade receivables (before deduction of allowance for credit losses) for the relevant period by our revenue in the same period and multiplied by the number of days in the relevant period, which is 365 days for each year and 120 days for four months.

Our trade receivables turnover days remained relatively stable at 53.0 days in 2021 and 54.8 days in 2022, while decreased to 50.8 days in 2023 and remained stable at 50.9 days in the four months ended April 30, 2024. The decrease in 2023 reflected our efforts to implement stricter collection practice.

As of July 31, 2024, S$7.9 million or approximately 56.9% of our trade receivables as of April 30, 2024 had been subsequently settled.

Our other tax receivables increased from S$0.3 million as of December 31, 2021 to S$0.8 million as of December 31, 2022, to S$2.0 million as of December 31, 2023, and further to S$2.4 million as of April 30, 2024, primarily due to the increases in payments to the local tax authorities as withholding tax, in line with the growth of our revenue during the Track Record Period.

Contract assets

Our contract assets related to our right to receive payments under our D2B business model for work completed but not billed, which are conditional upon the milestones and payments schedules specified in the relevant service contracts with brands. Our contract assets are transferred to trade receivables when the rights become unconditional. Our contract assets decreased from S$6.0 million as of December 31, 2021 to S$1.7 million as of December 31, 2022 and 2023, respectively, and further to S$1.3 million as of April 30, 2024, primarily due to our shortened billing cycle to better manage our cash position.

As of July 31, 2024, S$1.0 million or approximately 74.6% of our contract assets as of April 30, 2024, had been subsequently settled.

Intangible Assets

Our intangible assets comprised software development-in-progress, software and customer relationship. The table below sets forth the breakdown of our intangible assets as of the dates indicated:

	As of December 31,			As of April 30,
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Software development-in-progress	545	1,889	1,200	1,728
Software	422	348	2,082	1,875
Customer relationship	9,255	5,669	2,393	1,595
Total	**10,222**	**7,906**	**5,675**	**5,198**

The balance of our software development-in-progress increased from S$0.5 million as of December 31, 2021 to S$1.9 million as of December 31, 2022, primarily due to the development of our Synagie Platform. The balance of our software development-in-progress decreased from S$1.9 million as of December 31, 2022 to S$1.2 million as of December 31, 2023, primarily due to the capitalization of the completed milestone developments of the Synagie Platform. The

balance of our software development-in-progress increased from S$1.2 million as of December 31, 2023 to S$1.7 million as of April 30, 2024, primarily due to the development of data migration for our Synagie Platform.

The balance of our software remained relatively stable at S$0.4 million as of December 31, 2021 and S$0.3 million as of December 31, 2022. The balance of our software increased from S$0.3 million as of December 31, 2022 to S$2.1 million as of December 31, 2023, primarily due to the completion of the milestone development of our Synagie Platform. The balance of our software decreased from S$2.1 million as of December 31, 2023 to S$1.9 million as of April 30, 2024, primarily due to amortization of software assets.

Our customer relationships represented the present value of Synagie's key customer contracts determined in the Synagie Acquisition, which are amortized over its useful lives. See "History and Corporate Structure of The Target Group — Incorporation of the Target Company and the Synagie Acquisition" for details regarding the Synagie Acquisition.

Impairment testing on goodwill and Software development in-progress

Goodwill and software development in-progress are tested for impairment at least annually. We estimate the recoverable amount of the groups of cash generating units ("CGUs") to which they belong for annual impairment testing.

For the purposes of impairment testing, goodwill and software development in-progress have been allocated to two groups of CGUs. The carrying amounts of goodwill and software development in-progress (net of accumulated impairment losses) allocated to these units are as follows:

	Goodwill				**Software development in-progress**			
	As of December 31,			**As of April 30,**	**As of December 31,**			**As of April 30,**
	2021	**2022**	**2023**	**2024**	**2021**	**2022**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*
CGUs in D2C segment . .	27,626	27,626	27,626	27,626	305	1,058	672	968
CGUs in D2B segment . .	21,706	21,706	21,706	21,706	240	831	528	760
Total	49,332	49,332	49,332	49,332	545	1,889	1,200	1,728

In additional to goodwill and software development in-progress, other non-financial assets (including property, plant and equipment, right of use assets and other intangible assets) are allocated to these two groups of CGUs for impairment testing purpose.

The recoverable amount of the two group of CGUs has been determined based on a value in use calculation. That calculation uses cash flow projections based on financial budgets approved by management covering a 5-year period, and pre-tax discount rate of 21.0%, 22.0%, 23.0% and 23.0% as of December 31, 2021, 2022, 2023 and April 30, 2024, respectively. The two group of CGUs' cash flows beyond the 5-year period are extrapolated using a steady 1.5% growth rate. This growth rate is based on the relevant industry growth forecasts and does not exceed the average long-term growth rate for the relevant industry. Other key assumptions for the value in use calculations relate to the estimation of cash inflows/outflows which include budgeted sales and gross margin. Such estimation is based on the past performance and management's expectations for the market development. During the Track Record Period, we determined that there was no impairment on the goodwill and software development in-progress.

The headroom of each group of CGUs (i.e., by how much the recoverable amount would exceed the carrying amount of the groups of CGUs when the key parameters have been applied in the impairment testing during the Track Record Period) is summarized in the following table:

	As of December 31,			As of April 30,
	2021	**2022**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*
Headroom				
CGUs in D2C segment	77,699	75,639	67,086	67,641
CGUs in D2B segment	61,050	59,431	52,711	53,146

Based on the impairment test results, there was no impairment of goodwill, intangible assets and other non-financial assets as of the end of each of the Track Record Period.

We conducted sensitivity analyses of the parameters applied in the base version of the impairment test to confirm whether a reasonably possible change in key parameters (discount rate increased by 5%) would cause the carrying amount of the groups of CGUs to exceed its recoverable amount. The results of the sensitivity analyses on the pre-tax discount rate are summarized in the following table:

	As of December 31,			As of April 30,
	2021	**2022**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*
Headroom				
CGUs in D2C segment	45,289	44,582	38,633	39,188
CGUs in D2B segment	35,584	35,028	30,355	30,790

On the basis of the analyses done, our management has not identified a reasonable possible change in the key parameters that could cause the carrying amount of the groups of CGUs to exceed the recoverable amount as of the end of each of the Track Record Period.

Trade and Other Payables

Our trade and other payables comprised primarily (i) trade payables, representing primarily payables to our brand suppliers in the ordinary course of business under our D2C business model; (ii) other payables, representing non-trade payables to suppliers, such as fulfillment service providers, professional service providers and IT vendors; (iii) accruals, related to completed service provided by suppliers that have not been billed; (iv) other tax payables, relating to output VAT payables and withholding tax payables; and (v) contract liabilities, representing deposits by customers as upfront payment in accordance with the payment schedules specified in the relevant contracts. The table below sets forth the breakdown of our trade and other payables as of the dates indicated:

	As of December 31,			As of April 30,
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Trade payables	21,566	27,902	39,000	32,965
Other payables	2,452	515	232	364
Accruals	4,243	4,110	3,493	3,031
Other tax payables	516	962	1,887	1,687
Contract liabilities	758	766	659	800
	7,969	6,353	6,271	5,882
Total	**29,535**	**34,255**	**45,271**	**38,847**

Our trade payables increased from S$21.6 million as of December 31, 2021 to S$27.9 million as of December 31, 2022, and further to S$39.0 million as of December 31, 2023, in line with our business expansion in the same periods. Our trade payables decreased from S$39.0 million as of December 31, 2023 to S$33.0 million as of April 30, 2024, primarily due to an increased number of supplier billings and settlement around the year end. Our suppliers typically grant us a credit period ranging from 60 to 90 days.

The table below sets forth the aging analysis of our trade payables based on invoice date as of the dates indicated:

	As of December 31,			As of April 30,
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Within 60 days	20,651	24,717	26,567	17,135
61 to 90 days	707	864	6,948	7,295
Over 90 days	208	2,321	5,485	8,535
	21,566	**27,902**	**39,000**	**32,965**

The following table sets forth the number of our trade payables turnover days for the periods indicated:

	Year ended December 31,			Four months ended April 30,
	2021	2022	2023	2024
Trade payables turnover days[(1)]	94.4	110.1	128.7	160.2

Note:

(1) Trade payables turnover days were calculated based on the average of opening and closing balance of trade payables for the relevant period, divided by the cost of sales for the same period and multiplied by the number of days in the relevant period, which is 365 days for each year and 120 days for four months.

Our trade payables turnover days increased from 94.4 days in 2021 to 110.1 days in 2022, to 128.7 days in 2023, and further to 160.2 days in the four months ended April 30, 2024. The increases in our trade payables turnover days during the Track Record Period was primarily due to longer credit periods granted by our suppliers and brand partners.

As of July 31, 2024, S$26.7 million or approximately 81.0% of our trade payables as of April 30, 2024 had been subsequently settled.

Our other payables decreased significantly from S$2.5 million as of December 31, 2021 to S$0.5 million as of December 31, 2022, and further to S$0.2 million as of December 31, 2023, primarily due to the decreases in payables to fulfillment service providers, as in certain geographies where we had rapid business growth, local fulfillment service providers charged relatively low fees. Our other payables increased from S$0.2 million as of December 31, 2023 to S$0.4 million as of April 30, 2024.

Our accruals remained relatively stable at S$4.2 million and S$4.1 million as of December 31, 2021 and 2022, respectively. Our accruals decreased from S$4.1 million as of December 31, 2022 to S$3.5 million as of December 31, 2023, and further to S$3.0 million as of April 30, 2024, primarily due to our suppliers' shortened billing cycle.

Our other tax payables increased from S$0.5 million as of December 31, 2021 to S$1.0 million as of December 31, 2022, and further to S$1.9 million as of December 31, 2023, primarily due to the increases in the balance of output VAT in the year end, in line with the growth of our revenue in the same periods. Our other tax payables decreased from S$1.9 million as of December 31, 2023 to S$1.7 million as of April 30, 2024, primarily due to the settlement of our output VAT after the year end.

LIQUIDITY AND CAPITAL RESOURCES

We have historically funded our cash requirements principally from cash generated from our operations, bank and other borrowings, and capital contributions from shareholders. After the De-SPAC Transaction, we intend to finance our future capital requirements through cash generated from our operations, bank and other borrowings, and net proceeds from the Listing, as well as equity financing activities and debt financing activities in a balanced manner. We do not anticipate any changes to the availability of financing to fund our operation in the future.

The table below sets forth a summary of our cash flows for the periods indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(unaudited)	
Net cash (used in) from operating activities	(7,629)	(671)	3,842	(8,780)	(6,522)
Net cash used in investing activities	(788)	(2,104)	(1,663)	(630)	(546)
Net cash from (used in) financing activities	1,327	8,949	(2,067)	1,360	(1,407)
Net (decrease) increase in cash and cash equivalents	(7,090)	6,174	112	(8,050)	(8,475)
Cash and cash equivalents at beginning of the year/period	14,222	7,132	13,306	13,306	13,418
Cash and cash equivalents at end of the year/period	**7,132**	**13,306**	**13,418**	**5,256**	**4,943**

Operating Activities

In the four months ended April 30, 2024, our net cash used in operating activities was S$6.5 million, primarily due to loss before income tax of S$4.1 million, and adjusted to reflect non-cash items of (i) amortization of intangible assets of S$1.0 million; and (ii) fair value gain on convertible loan notes of S$1.7 million. This net cash outflow was further adjusted by changes in working capital which primarily consisted of a decrease of S$6.0 million in trade and other payables, as a result of an increased number of supplier billings and settlement around the year end, as partially offset by a decrease of S$2.7 million in trade and other receivables, reflecting our efforts to implement stricter collection practice.

In 2023, our net cash generated from operating activities was S$3.8 million, primarily due to loss before income tax of S$18.0 million, and adjusted to add back non-cash items of (i) amortization of intangible assets of S$3.8 million; (ii) depreciation of right-of-use assets of S$1.3 million; (iii) fair value loss on convertible loan notes of S$0.9 million; and (iv) finance costs of S$1.7 million. This net cash inflow was further adjusted by changes in working capital which primarily consisted of (i) an increase in trade and other payables of S$11.1 million, in line with our business expansion; and (ii) a decrease in inventories of S$1.8 million, reflecting the strategic move to our asset-light model and on-demand inventory model under our D2C business segment.

In 2022, our net cash used in operating activities was S$0.7 million, primarily due to loss before income tax of S$13.8 million, and adjusted to add back non-cash items of (i) amortization of intangible assets of S$3.9 million; and (ii) fair value loss on convertible loan notes of S$0.5 million. This net cash outflow was further adjusted by changes in working capital which primarily consisted of an increase of S$1.1 million in trade and other receivables, in line with our increased revenue, as partially offset by (i) a decrease of S$4.3 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position; and (ii) an increase of S$2.5 million in trade and other payables, in line with our business expansion.

In 2021, our net cash used in operating activities was S$7.6 million, primarily due to loss before income tax of S$11.8 million, and adjusted to add back non-cash items of amortization of intangible assets of S$4.1 million. This net cash outflow was further adjusted by changes in working capital which primarily consisted of (i) an increase in inventories of S$1.5 million, in line with our increased revenue under D2C business model; (ii) an increase in trade and other receivables of S$14.6 million, in line with our increased revenue, as partially offset by (i) a decrease of S$2.2 million in contract assets, primarily due to our shortened billing cycle to better manage our cash position; and (ii) an increase of S$12.8 million in trade and other payables, in line with our business expansion.

We intend to improve our net operating cash outflow position as of April 30, 2024 through optimized management of our working capital including the following measures:

- we will collect our trade receivables in a more efficient manner and with relevant measures, such as by continually monitoring the credit profiles and operating and financial conditions of our brand clients, and proactively following up on our trade receivables to ensure they are paid as scheduled;

- we plan to negotiate shorter credit terms with our brand clients, leveraging our market leadership, reputation and successful track record. In the future, we also plan to develop relationships with more brand clients that have stronger credit profiles;

- we expect to enhance our bargaining power over our suppliers as our business continues to scale up, and plan to negotiate extended payment cycles and better credit terms with our suppliers. We expect to be able to gradually enjoy economics of scale arising from our further business expansion, which will improve our cash position; and

- we will control our budget and optimize our operations to further reduce our operating expenses, including selling and distribution expenses and general and administrative expenses. By improving our operational efficiencies, we expect to improve our profit margin and thus enhance our cash position.

Investing Activities

In the four months ended April 30, 2024, our net cash used in investing activities was S$0.5 million, primarily attributable to due to purchase of intangible assets of S$0.5 million in relation to the development of data migration for our Synagie Platform.

In 2023, our net cash used in investing activities was S$1.7 million, primarily attributable to (i) purchase of intangible assets of S$1.6 million in relation to software and the development of our technologies; and (ii) purchase of plant and equipment of S$0.1 million for computers, office equipment, and leasehold improvements.

In 2022, our net cash used in investing activities was S$2.1 million, primarily attributable to purchase of intangible assets of S$1.6 million in relation to the development of our Synagie Platform.

In 2021, our net cash used in investing activities was S$0.8 million, primarily attributable to (i) purchase of plant and equipment of S$0.5 million for computers, office equipment, and leasehold improvements and (ii) purchase of intangible assets of S$0.3 million in relation to the development of our Synagie Platform.

Financing Activities

In the four months ended April 30, 2024, our net cash used in financing activities was S$1.4 million, primarily attributable to (i) repayment of borrowings of S$0.9 million, mainly relating to facilities provided by third party financial institutions and (ii) repayment of lease liabilities of S$0.4 million.

In 2023, our net cash used in financing activities was S$2.1 million, primarily attributable to (i) repayment of borrowings of S$2.9 million; (ii) repayment of lease liabilities of S$1.3 million; and (iii) interest paid of S$0.6 million on bank and other borrowings, as partially offset by proceeds from borrowings of S$2.8 million.

In 2022, our net cash generated from financing activities was S$8.9 million, primarily attributable to (i) proceeds from issuance of convertible loan notes of S$9.4 million and (ii) proceeds from borrowings of S$1.8 million, as partially offset by repayment of borrowings of S$1.3 million and (ii) repayment of lease liabilities of S$0.8 million.

In 2021, our net cash generated from financing activities was S$1.3 million, primarily attributable to (i) proceeds from borrowings of S$2.0 million, as partially offset by repayment of lease liabilities of S$0.5 million.

Working Capital Sufficiency

Directors of the Successor Company are of the opinion that taking into account the estimated net proceeds from the De-SPAC Transaction and the expected cash generated from operating activities, the Successor Company has sufficient working capital for its present requirements and for the next 12 months from the date of this circular.

INDEBTEDNESS

The table below sets forth a breakdown of our indebtedness as of the dates indicated:

	As of December 31,			As of April 30,	As of August 31,
	2021	2022	2023	2024	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000* (unaudited)
Bank and other borrowings					
Bank and other borrowings					
Unsecured and unguaranteed	1,909	1,535	1,146	1,013	4,879
Other borrowings					
Secured and unguaranteed	—	806	1,037	270	2,972
	1,909	2,341	2,183	1,283	7,851
Principal of convertible loan notes					
Unsecured and unguaranteed	—	9,390	9,234	9,522	9,231
Principal of loan from PIPE Investors					
Unsecured and unguaranteed	—	—	—	—	10,600
Lease liabilities					
Secured and unguaranteed	1,014	617	1,654	1,238	795
Unsecured and unguaranteed	12	9	6	5	4
	1,026	626	1,660	1,243	799
Total	**2,935**	**12,357**	**13,077**	**12,048**	**28,481**

Bank and Other Borrowings

Our balance for bank and other borrowings was S$1.9 million, S$2.3 million, S$2.2 million, S$1.3 million and S$7.9 million as of December 31, 2021, 2022 and 2023 and April 30 and August 31, 2024, respectively. Our other borrowings of S$0.8 million, S$1.0 million, S$0.3 million and S$7.0 million as of December 31, 2022 and 2023 and August 31, 2024, respectively, from a financial institution are secured by trade receivables of the same amounts as of the same dates, respectively. The outstanding principal and accrued interest incurred by the relevant borrowings is expected to be repaid with part of the net proceeds from the De-SPAC Transaction. See "Future Plans and Use of Proceeds — Use of Proceeds." Our bank and other borrowings as of December 31, 2021, 2022 and 2023 and April 30 and August 31, 2024, had fixed-rate carrying interest ranging from 1% to 3.75% per annum. As of August 31, 2024, we had unutilized credit facilities of S$4.7 million.

Convertible Loan Notes

On May 27, 2022, we and Lazada Services Holding Pte. Ltd. ("**Lazada Services**") entered into a convertible loan agreement, pursuant to which Lazada agreed to grant to us a convertible loan facility in an aggregate amount not exceeding US$7,000,000. See "History and Corporate Structure of the Target Group" for details. Lazada Services shall have the right (but not the obligation) to convert all or any part of the loan into our shares on the repayment date of the loan, the date of the completion of any future financing round, the listing date (in the case of an initial public offering). The conversion price is 75% of the fair market value of our shares per share as determined in our future equity financing, initial public offering and liquidity event. The convertible loan notes contain two components, debt component and derivative (including conversion options) component. We designated the convertible loan notes as financial liabilities at FVTPL as a whole. The outstanding principal and accrued interest of such convertible loan notes is expected to be repaid with part of the net proceeds from the De-SPAC Transaction. See "Future Plans and Use of Proceeds — Use of Proceeds."

PIPE Investments

In May 2024, five PIPE Investors entered into certain Investment Agreements with us, pursuant to which such PIPE Investors provided an investment loan facility to us for an aggregate principal amount of S$10,600,000 and which further provided that such PIPE Investors could subscribe for shares as a PIPE Investor where we participated in a de-SPAC transaction. The rate of interest on the principal amount under the Investment Agreements is 1.25% per month, and the principal amount and the accrued interest will be repaid within 37 months from the respective date of the investment agreements. In June 2024, these PIPE Investors signed their respective PIPE Investment Agreements with us, which provide that the payment obligations of the investment amount of each of the PIPE Investors under the PIPE Investment Agreements shall be deemed to be satisfied upon the assignment of the principal and all accrued interest (regardless whether the closing will occur within nine months from the date of the investment agreements) owed by us to these PIPE Investors, effective upon closing of the PIPE Investments Agreements.

Lease Liabilities

Our lease liabilities related to our lease of office premises, office equipment, motor vehicles and warehouse premises during the Track Record Period. Our lease contracts for premises were entered into for fixed term of one to five years, without any extension nor termination options. We recorded non-current lease liabilities of S$0.3 million, S$0.2 million, S$0.5 million and S$0.05 million as of December 31, 2021, 2022 and 2023 and August 31, 2024, respectively.

Our Directors confirm that as of the Latest Practicable Date, the agreements under our borrowings did not contain any covenant that would have a material adverse effect on our ability to make additional borrowings or issue debt or equity securities in the future. Our Directors further confirm that we had no defaults in bank and other borrowings, nor did we breach any covenants (that were not waived) during the Track Record Period and up to the Latest Practicable Date. Our Directors further confirm that during the Track Record Period and up to the Latest Practicable Date, we did not experience any material difficulties in obtaining credit facilities, or withdrawal of facilities or requests for early repayment.

CONTINGENT LIABILITIES

We did not have any material contingent liabilities as of December 31, 2021, 2022, 2023 and April 30 and August 31, 2024. Except as disclosed above, as of August 31, 2024, being the most recent practicable date for the purpose of the indebtedness statement, we did not have any outstanding mortgages, charges, debentures, other issued debt capital, bank overdrafts, borrowings, liabilities under acceptance or other similar indebtedness, hire purchase commitments, guarantees or other material contingent liabilities. Our Directors have confirmed that there had been no material change in our indebtedness since August 31, 2024 and up to the Latest Practicable Date.

CONTRACTUAL OBLIGATIONS

As of December 31, 2021, 2022 and 2023 and April 30, 2024, we had capital expenditure in respect of the acquisition of property and equipment contracted for but not provided in our consolidated statements of profit or loss of S$0.4 million, S$0.5 million, S$0.1 million and S$0.5 million, respectively.

For details of capital commitments, see Note 37 to the Accountants' Report of the Target Group included in Appendix I to this circular.

We expect to finance our capital expenditures through cash generated from operations, bank and other borrowings, and the Listing in the future. Our current capital expenditure plans for any future period are subject to change, and we may adjust our capital expenditures according to our future cash flows, results of operations and financial condition, our business plans, market conditions and various other factors. See "Future Plans and Use of Proceeds — Use of Proceeds."

KEY FINANCIAL RATIOS

The table below sets forth the key financial ratios for the periods or as of the dates indicated:

	Year ended December 31,			Four months ended April 30,	
	2021	2022	2023	2023	2024
				(unaudited)	
Gross profit margin	27.6%	27.2%	25.1%	25.0%	26.1%
Trade receivables turnover days	53.0	54.8	50.8	56.5	50.9
Trade payables turnover days	94.4	110.1	128.7	116.7	160.2
Gearing ratio[(1)]	4.8%	25.6%	41.3%	32.6%	43.1%

Note:

(1) Gearing ratio equals indebtedness divided by total equity and multiplied by 100%.

See "— Description of Key Components of Our Results of Operations — Gross Profit and Gross Profit Margin" for details.

See "— Discussion of Certain Key Balance Sheet Items — Trade and Other Receivables" for details.

See "— Discussion of Certain Key Balance Sheet Items — Trade and Other Payables" for details.

Our gearing ratio increased during the Track Record Period, primarily due to our increased bank and other borrowings, in line with our business expansion.

OFF-BALANCE SHEET COMMITMENTS AND ARRANGEMENTS

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. In addition, we have not entered into any derivative contracts that are indexed to our shares and classified as shareholder's equity or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or product development services with us.

RELATED PARTY TRANSACTIONS AND BALANCES

We enter into transactions with our related parties from time to time. Our Directors are of the view that each of the related party transactions set out in Note 31 to the Accountants' Report of the Target Group included in Appendix I to this circular was conducted in the ordinary course of business on an arm's length basis and with normal commercial terms between the relevant parties. Our Directors are also of the view that our related party transactions during the Track Record Period would not distort our track record results or cause our historical results to become non-reflective of our future performance.

QUALITATIVE AND QUANTITATIVE DISCLOSURE ABOUT FINANCIAL RISKS

Our activities expose us to a variety of financial risks: market risk (including currency risk and interest rate risk), credit risk and liquidity risk. The policies on how to mitigate these risks are set out below. Our management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

Currency risk

Several subsidiaries of the Target Company have sales and purchases and convertible loan notes denominated in currencies other than the functional currency of the group entity, which expose the Target Group to foreign currency risk for the Track Record Period.

The Target Group currently has a hedging policy against its foreign exchange exposure to local currencies but has not used any hedging instruments. However, our management monitors foreign exchange exposure and will consider hedging significant foreign currency exposure should the need arise.

Interest rate risk

We exposed to fair value interest rate risk in relation to our fixed-rate lease liabilities, and bank and other borrowings as of December 31, 2021, 2022 and 2023 and April 30, 2024. We currently do not have interest rate risk hedging policy. However, our management closely monitors the exposure to future cashflow interest rate risk as a result of change on market interest rate and will consider hedging changes in market interest rates should the need arise.

Our directors consider that the overall interest rate risks for bank balances, bank and other borrowing, lease liabilities and convertible loan notes are not significant, and therefore no sensitivity analysis is disclosed.

Credit Risks

Credit risk refers to the risk that our counterparties default on their contractual obligations resulting in financial losses to us. Our credit risk is primarily attributable to advances to subsidiaries, trade and other receivables, contract assets and bank balances. We do not hold any collateral or other credit enhancements to cover its credit risks associated with its financial assets.

We performed impairment assessment for financial assets under ECL model. Information about our credit risk management, maximum credit risk exposures and the related impairment assessment are summarized as below:

Trade receivables and Contract Assets

In order to minimize the credit risk on trade receivables, our management has delegated a team responsible for monitoring procedures to ensure that follow-up action is taken to recover overdue debts. In addition, our management reviews the recoverable amount of each individual debt at the end of each reporting period to ensure that adequate provisions for impairment losses are made for irrecoverable amounts on trade receivables and contract assets.

We always recognize lifetime ECL for trade receivables. We determine the expected credit losses on these items based on historical credit loss experience and past due status, and adjusted as appropriate to reflect current conditions and estimates of future economic conditions.

As of December 31, 2021, 2022 and 2023 and April 30, 2024, we provided S$88,000, S$70,000, S$68,000 and S$68,000 impairment allowance for credit-impaired trade receivables, respectively.

Advances to subsidiaries/Other receivables and deposits

Our management make periodic individual assessment on the recoverability of significant balances based on historical settlement records, past experience, and also available reasonable and supportive forward-looking information. As of December 31, 2021, 2022 and 2023 and April 30, 2024, we assessed that the ECL for advances to subsidiaries, other receivables and deposits was insignificant.

Bank balances

The credit risk for bank balances is limited because the counterparties are banks with high credit ratings assigned by international credit-rating agencies. There has been no history of default in relation to these banks. We perform impairment assessment on the bank balances under

12-month ECL model. Our management consider the risk of default is regarded as low based on the average loss rate by reference to credit ratings assigned by international credit-rating agencies. As of December 31, 2021, 2022 and 2023 and April 30, 2024, we assessed that the ECL for bank balances were insignificant.

Liquidity Risks

As of April 30, 2024, we recorded net current liabilities of S$16.0 million. In the management of the liquidity risk, we monitor and maintain a level of cash and cash equivalents deemed adequate by the management to finance our operations and mitigate the effects of fluctuations in cash flows.

For more information about our financial risks, see the Accountants' Report of the Target Group included in Appendix I to this circular.

DIVIDEND

All dividends we declare must be approved by an ordinary resolution of our shareholders at a general meeting, except that our board of directors may declare interim dividends without the approval of our shareholders. We are not permitted to pay dividends in excess of the amount recommended by our board of directors. Any dividends we pay will be out of our profits as permitted under Singapore law. Even if our board of directors recommends the payment of dividends, the form, frequency and amount will depend upon various factors, including our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. We did not have a formal dividend policy during the Track Record Period. No dividend was declared or paid by us during the Track Record Period and up to the Latest Practicable Date, nor do we have any present plan to pay any cash dividends on our ordinary shares in the foreseeable future.

We also receive dividends from our local subsidiaries in Southeast Asia to satisfy part of our cash requirements, including the funds necessary to pay dividends to our shareholders or cash distributions for services of any debt we may incur. The distribution of dividends to us from the subsidiaries in certain geographic markets in which we operate may be subject to restrictions imposed by the applicable laws and regulations in these markets. See "Risk Factors — Risks Relating to Doing Business in Southeast Asia — We may rely on dividends and other distributions on equity paid by our local subsidiaries, which may be subject to restrictions under the laws of certain countries in which we operate."

DISTRIBUTABLE RESERVES

The Target Company was incorporated in Singapore as a private limited company. As of April 30, 2024, we did not have any distributable reserves.

NO MATERIAL ADVERSE CHANGE

Our Directors confirm that, as of the date of this circular, there has been no material adverse change in our financial or trading position since April 30, 2024, being the end of the period reported in the Accountants' Report of the Target Group included in Appendix I to this circular.

DISCLOSURE REQUIRED UNDER THE LISTING RULES

We confirm that, as of the Latest Practicable Date, there were no circumstances that would give rise to disclosure required under Rules 13.13 to 13.19 of the Listing Rules.

Unless the context otherwise requires, all references in this section to "we," "us" or "our" refer to the Successor Company and its subsidiaries (together, the "Successor Group").

FUTURE PLANS

See "Business of the Target Group — Our Strategies" for a detailed description of our future plans.

USE OF PROCEEDS

After deducting commissions and expenses payable by the Company and the Target Company in connection with the De-SPAC Transaction, and assuming 100% of SPAC Shareholders exercise redemption rights with respect to their SPAC Shares, the net proceeds which the Successor Company will receive from the De-SPAC Transaction are estimated to be approximately S$65.6 million.

In line with our strategies, we intend to apply the net proceeds from the De-SPAC Transaction, in the next three years, for the following purposes and in the amounts set forth below, subject to changes in light of our evolving business needs and changing market conditions:

- approximately 29.7% of the net proceeds, or S$19.5 million, will be used to continuously expand our brand partner network and develop new commerce channels over the next three years, including:

    - approximately 10.5% of the net proceeds, or S$6.9 million, will be used to further grow our brand partner base and expand our footprints in Southeast Asia and Europe, and explore the evolving needs of our existing brands through which we expect to deepen our relationships and increase "stickiness" with our existing brand partners. Such plan is expected to further grow our revenue and achieve economies of scale.

      In particular, firstly, we plan to allocate 5.8% of the net proceeds, or S$3.8 million to cooperate with more industry leading marketing agencies to produce better marketing campaigns to increase our and our brand partners' presence in the relevant market. Secondly, we plan to allocate 2.1% of the net proceeds, or S$1.4 million to invest in upgrading our Synagie Platform to integrate our brand partners' technology tools and data into our Synagie Platform based on their specific requests and needs to streamline collaborative processes and deliver more tailored and effective solutions. Lastly, we also plan to allocate 2.6% of the net proceeds, or S$1.7 million to recruit approximately 4, 4 and 3 sales and accounts

management staff in 2025, 2026 and 2027, respectively, to expand our service capacity. Qualified candidates are expected to have solid industry backgrounds, ample experience in the relevant fields, and extensive industry and local expertise.

- approximately 8.4% of the net proceeds, or S$5.5 million, will be used to acquire new brand partners in new geographies, in particular Chinese brands, who are looking to expand their cross-border sales or overseas presence in Southeast Asia, by leveraging our track record, local experience and expertise, and network resources. In particular, we plan to build a dedicated sales team for the Chinese market, seek referrals from existing brand partners, digital supply chain partners and e-commerce channels, and participate in industry trade shows, exhibitions and other events in China. Such plan is expected to result in increases in sales and distribution expense, as we will need to conduct more sales and promotional activities to attract new brand partners and to make efforts to establish relationships with local service providers.

  In particular, we plan to allocate 2.2% of the net proceeds, or S$1.5 million to recruit approximately 4, 3 and 2 sales and marketing staff based in Hong Kong in 2025, 2026 and 2027, respectively, to acquire new brand partners and provide improved solutions to those brands looking to enter Southeast Asia market. We also plan to allocate 6.1% of the net proceeds, or S$4.0 million to expand our warehousing and logistics network to improve our fulfillment capacity from China to Southeast Asia, by cooperating with third-party warehousing and shipment service providers located in Hong Kong.

- approximately 10.7% of the net proceeds, or S$7.1 million, will be used to keep pace with the evolving trends in the digital solutions industry and strategically develop relationship with new e-commerce channels, which will allow us to continue to expand our market reach, engage with a broader spectrum of consumers, and further grow our business under both our D2B and D2C business models. Such plan is expected to result in increases in our cost of sales as a result of additional content costs and channel costs.

  In particular, we plan to allocate 1.8% of the net proceeds, or S$1.2 million to recruit approximately 4, 3 and 2 content creation staff in 2025, 2026 and 2027, respectively, to enhance our digital marketing and content creation capabilities to provide targeted marketing services with better performance and customized marketing services based on our brand partners' specific needs. In addition, we plan to allocate 8.9% of the net proceeds, or S$5.8 million to expand our solutions and products offerings on popular live streaming and live selling platforms. We

plan to invest more resources in enhancing existing and developing new relationships with and acquiring more traffic from leading e-commerce channels, such as popular live streaming and live selling platforms, to have more exposure to consumers, better showcase our brand partners' products and engage with more consumers who may purchase products.

- approximately 28.2% of the net proceeds, or S$18.5 million, will be used for our growth through mergers and acquisitions, joint ventures, and strategic investments and alliance over the next three years. We expect that by acquiring target companies within our ecosystem we will be able to form economies of scale and achieve synergies to increase our revenue and improve our operational efficiency.

  We plan to selectively pursue investments in, or merging with, and acquisitions of companies operating in our ecosystem, which are complementary to or synergistic with our businesses to enable us to maintain our market leadership in the digital solutions industry in Southeast Asia, including (i) digital solutions companies, which could potentially allow us to expand our market share, brand and geographical coverage, (ii) supply chain solution providers, which could bring strategic advantages and add value to our digital supply chain network processes, and (iii) technology or media companies, which could provide us with access to new technologies, broaden our consumer reach, and bring financial returns. When evaluating target companies, we will take into consideration their (i) expected synergy with our business, (ii) technology and expertise, (iii) operating history, (iv) ability to bring in new brand partners and other business opportunities, and (v) financial performance. We expect to acquire or invest in no more than five companies in the next three years and the target companies are planned to be located in our target markets in (i) Southeast Asia with focus on Philippines, Indonesia and Vietnam or (ii) the greater China region with focus on Hong Kong. Target companies to be acquired are expected to have been established for at least three years and to have demonstrated positive revenue growth over the past two years, with valuations ranging from S$4.9 million to S$49.5 million. We will select no more than 10% of these companies as potential targets. Based on our industry intelligence and concurred by CIC, our directors believe that we will be able to identify suitable acquisition targets that satisfy our selection criteria. As advised by CIC, there are sufficient number of potential targets that match our selection criteria in the market.

- approximately 19.4% of the net proceeds, or S$12.7 million, will be used for the full repayment of convertible loan notes and a bank loan, which will reduce our indebtedness, including:

  - approximately 18.1% of the net proceeds, or S$11.9 million, to be used for repayment of our convertible loan notes. See "History and Corporate Structure of the Target Group — Lazada Convertible Loan" for details regarding our convertible loan notes.

  - approximately 1.2% of the net proceeds, or S$0.8 million, to be used for repayment of the remaining balance of a bank loan with principal of S$2.0 million provided by a commercial bank, carrying an interest rate of 3.75% per annum, to support our business operations.

Directors considers that it is in the best interests of the Target Group to make the prepayment in advance with the net proceeds from the De-SPAC Transaction to reduce the interest expenses.

- approximately 12.8% of the net proceeds, or S$8.4 million, will be used to invest in and continue to adopt advanced technology and AI over the next three years. The development and upgrade of our technologies and platform are expected to improve our operational efficiency, thereby increasing our profit margin.

  We plan to allocate 2.5% of the net proceeds, or S$1.6 million to (i) upgrade our IT systems, including in the areas of machine learning, AI process automation, and demand forecasting, which we believe will allow us to further automate and standardize key processes in our daily business operations, and (ii) upgrade and maintenance of our technology platforms and systems and to the purchases of cloud resources to maintain our competitive advantages in big data analytics. We also plan to allocate 7.9% of the net proceeds, or S$5.2 million to further enhance our core competencies in technology and innovation, by investing to maintain our Synagie Platform and related technologies, improve the functionality and compatibility of our technology infrastructure, and cooperate with leading cloud computing companies for better cloud resources and computing capabilities. In addition, we plan to allocate 2.4% of the net proceeds, or S$1.6 million to recruit approximately 3, 2 and 1 technical staff in 2025, 2026 and 2027, respectively, with superior expertise in technology fields, such as AI technician and data engineers, and engage independent third-party providers to enhance our in-house technological capabilities and optimize our technological solutions, such as AI-driven process automation tools and advanced demand forecasting software.

- approximately 10.0% of the net proceeds, or S$6.6 million, will be used for our working capital and general corporate purposes.

For risks relating to the aforesaid business expansion plans, see "Risk Factors — Risks Relating to the Target Group's Business — We have experienced rapid growth during the Track Record Period, and we may not be able to manage our growth or geographic expansion effectively."

To the extent that the net proceeds are not sufficient to fund the purposes set out above, we intend to fund the balance through a variety of means, including, without limitation, cash generated from operations, bank loans and other financings as appropriate.

If any part of our plan does not proceed as planned for reasons such as changes in government policies that would render any of our plans not viable, or the occurrence of *force majeure* events, our Directors will carefully evaluate the situation and may reallocate the net proceeds of the De-SPAC Transaction. The Successor Company will issue an appropriate announcement if there is any material change to the above proposed use of proceeds.

To the extent that the net proceeds of the De-SPAC Transaction are not immediately used for the purposes described above, and to the extent permitted by the relevant laws and regulations, the Successor Company will only deposit such net proceeds into short-term interest-bearing accounts at licensed commercial banks and/or other authorized financial institutions (as defined under the SFO or applicable laws and regulations in other jurisdictions). In such event, the Successor Company will comply with the appropriate disclosure requirements under the Listing Rules.

The following is the text of a report, set out on pages I-1 to I-74, received from the Company's reporting accountants, Deloitte Touche Tohmatsu, Certified Public Accountants, Hong Kong, for the purpose of incorporation in this circular.

Deloitte. 德勤

ACCOUNTANTS' REPORT ON HISTORICAL FINANCIAL INFORMATION OF SYNAGISTICS PTE. LTD. TO THE DIRECTORS OF HK ACQUISITION CORPORATION AND CMB INTERNATIONAL CAPITAL LIMITED AND HAITONG INTERNATIONAL CAPITAL LIMITED

INTRODUCTION

We report on the historical financial information of Synagistics Pte. Ltd. (the "**Target Company**") and its subsidiaries (together, the "**Target Group**") set out on pages I-4 to I-74, which comprise the consolidated statements of financial position of the Target Group as at 31 December 2021, 2022, 2023 and 30 April 2024, the statements of financial position of the Target Company as at 31 December 2021, 2022, 2023 and 30 April 2024, the consolidated statements of profit or loss and other comprehensive income, the consolidated statements of changes in equity and the consolidated statements of cash flows of the Target Group for each of the three years ended 31 December 2023 and the four months ended 30 April 2024 (the "**Relevant Periods**") and material accounting policy information and other explanatory information (together, the "**Historical Financial Information**"). The Historical Financial Information set out on pages I-4 to I-74 forms an integral part of this report, which has been prepared for inclusion in the circular of HK Acquisition Corporation (the "**Company**") dated 3 October 2024 (the "**Circular**") in connection with the De-SPAC Transaction (as defined in the Circular).

RESPONSIBILITY OF THE DIRECTORS OF THE TARGET COMPANY FOR THE HISTORICAL FINANCIAL INFORMATION

The directors of the Target Company are responsible for the preparation of the Historical Financial Information that gives a true and fair view in accordance with the basis of preparation set out in Note 1 to the Historical Financial Information, and for such internal control as the directors of the Target Company determine is necessary to enable the preparation of the Historical Financial Information that is free from material misstatement, whether due to fraud or error.

REPORTING ACCOUNTANTS' RESPONSIBILITY

Our responsibility is to express an opinion on the Historical Financial Information and to report our opinion to you. We conducted our work in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 200 "Accountants' Reports on Historical Financial Information in Investment Circulars" issued by the Hong Kong Institute of Certified Public Accountants (the "**HKICPA**"). This standard requires that we comply with ethical standards and plan and perform our work to obtain reasonable assurance about whether the Historical Financial Information is free from material misstatement.

Our work involved performing procedures to obtain evidence about the amounts and disclosures in the Historical Financial Information. The procedures selected depend on the reporting accountants' judgment, including the assessment of risks of material misstatement of the Historical Financial Information, whether due to fraud or error. In making those risk assessments, the reporting accountants consider internal control relevant to the entity's preparation of Historical Financial Information that gives a true and fair view in accordance with the basis of preparation set out in Note 1 to the Historical Financial Information in order to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Our work also included evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors of the Target Company, as well as evaluating the overall presentation of the Historical Financial Information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

OPINION

In our opinion, the Historical Financial Information gives, for the purposes of the accountants' report, a true and fair view of the financial position of the Target Group and Target Company as at 31 December 2021, 2022, 2023 and 30 April 2024, and of the Target Group's financial performance and cash flows for the Relevant Periods in accordance with the basis of preparation set out in Note 1 to the Historical Financial Information.

REVIEW OF STUB PERIOD COMPARATIVE FINANCIAL INFORMATION

We have reviewed the stub period comparative financial information of the Target Group which comprises the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the four months ended 30 April 2023 and other explanatory information (the "**Stub Period**

Comparative Financial Information"). The directors of the Target Company are responsible for the preparation of the Stub Period Comparative Financial Information in accordance with the basis of preparation set out in note 1 to the Historical Financial Information. Our responsibility is to express a conclusion on the Stub Period Comparative Financial Information based on our review. We conducted our review in accordance with Hong Kong Standard on Review Engagements 2410 "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" issued by the HKICPA. A review consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Hong Kong Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion. Based on our review, nothing has come to our attention that causes us to believe that the Stub Period Comparative Financial Information, for the purposes of the accountants' report, is not prepared, in all material respects, in accordance with the basis of preparation set out in note 1 to the Historical Financial Information.

REPORT ON MATTERS UNDER THE RULES GOVERNING THE LISTING OF SECURITIES ON THE STOCK EXCHANGE AND THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE

Adjustments

In preparing the Historical Financial Information, no adjustments to the Underlying Financial Statements as defined on page I-4 have been made.

Dividends

We refer to Note 13 to the Historical Financial Information which states that no dividend was declared or paid by the Target Company during the Relevant Periods.

Deloitte Touche Tohmatsu
Certified Public Accountants
Hong Kong
3 October 2024

HISTORICAL FINANCIAL INFORMATION OF THE TARGET GROUP

Preparation of Historical Financial Information

Set out below is the Historical Financial Information which forms an integral part of this accountants' report.

The Historical Financial Information in this report was prepared based on the consolidated financial statements of Synagistics Pte. Ltd. and its subsidiaries for the Relevant Periods (the "**Underlying Financial Statements**"). The Underlying Financial Statements have been prepared in accordance with International Financial Reporting Standards ("**IFRSs**") issued by the International Accounting Standards Board ("**IASB**") and were audited by Deloitte & Touche LLP, a certified public accountants firm registered in Singapore, in accordance with International Standards on Auditing issued by the IASB.

The Historical Financial Information is presented in Singapore dollar ("**S$**") and all values are rounded to the nearest thousand (S$'000) except when otherwise indicated.

CONSOLIDATED STATEMENTS OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

		Year ended 31 December			Four months ended April 30	
	Notes	**2021**	**2022**	**2023**	**2023**	**2024**
		S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
					(Unaudited)	
Revenue	*6*	85,933	112,647	126,595	31,505	36,454
Cost of sales		(62,257)	(82,008)	(94,851)	(23,629)	(26,945)
Gross profit		23,676	30,639	31,744	7,876	9,509
Other income	*7*	698	527	379	160	44
Other gain and loss	*8*	(256)	(893)	(1,788)	(396)	1,356
Selling and distribution expenses		(15,125)	(19,257)	(20,668)	(5,400)	(6,752)
General and administrative expenses		(20,745)	(24,208)	(26,009)	(8,221)	(7,846)
Finance costs	*9*	(62)	(568)	(1,658)	(506)	(456)
Loss before income tax	*10*	(11,814)	(13,760)	(18,000)	(6,487)	(4,145)
Income tax credit	*12*	802	633	690	224	228
Loss for the year/period		(11,012)	(13,127)	(17,310)	(6,263)	(3,917)
Other comprehensive (expense) income						
Items that may be reclassified subsequently to profit or loss:						
Exchange differences on translation of foreign operations		(81)	137	24	338	227
Total comprehensive expense for the year/period		(11,093)	(12,990)	(17,286)	(5,925)	(3,690)
(Loss) profit for the year/period attributable to:						
Owners of the Target Company		(11,016)	(13,118)	(17,310)	(6,263)	(3,917)
Non-controlling interests		4	(9)	—	—	—
		(11,012)	(13,127)	(17,310)	(6,263)	(3,917)
Total comprehensive (expense) income for the year/period attributable to:						
Owners of the Target Company		(11,097)	(12,981)	(17,286)	(5,925)	(3,690)
Non-controlling interests		4	(9)	—	—	—
		(11,093)	(12,990)	(17,286)	(5,925)	(3,690)
Loss per share						
— Basic and diluted (Singapore cents)	*14*	(1.48)	(1.76)	(2.32)	(0.84)	(0.52)

* *denotes less than S$1,000*

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

	Notes	As at 31 December			As at 30 April
		2021	2022	2023	2024
		S$'000	*S$'000*	*S$'000*	*S$'000*
Non-current assets					
Plant and equipment	*15*	521	716	427	333
Right-of-use assets	*16*	1,010	630	1,614	1,195
Intangible assets	*17*	10,222	7,906	5,675	5,198
Goodwill	*18*	49,332	49,332	49,332	49,332
Other receivables	*20*	—	129	84	84
		61,085	58,713	57,132	56,142
Current assets					
Inventories	*19*	4,483	3,172	861	656
Trade and other receivables	*20*	16,662	20,084	20,490	17,542
Contract assets	*22*	5,982	1,706	1,680	1,336
Cash and cash equivalents	*23*	7,132	13,306	13,418	4,943
		34,259	38,268	36,449	24,477
Current liabilities					
Trade and other payables	*24*	29,535	34,255	45,271	38,847
Lease liabilities	*25*	706	434	1,207	910
Bank and other borrowings	*26*	374	1,191	1,403	678
Income tax payable		3	—	2	3
		30,618	35,880	47,883	40,438
Net current assets (liabilities)		3,641	2,388	(11,434)	(15,961)
Total assets less current liabilities		64,726	61,101	45,698	40,181
Non-current liabilities					
Lease liabilities	*25*	320	192	453	333
Bank and other borrowings	*26*	1,535	1,150	780	605
Convertible loan notes	*27*	—	10,352	12,318	11,017
Deferred tax liability	*28*	1,956	1,198	498	267
		3,811	12,892	14,049	12,222
Net assets		60,915	48,209	31,649	27,959
Capital and reserves					
Share capital	*29*	74,679	74,679	74,679	74,679
Reserves		(13,754)	(26,451)	(43,011)	(46,701)
Equity attributable to owners of the Target Company		60,925	48,228	31,668	27,978
Non-controlling interests		(10)	(19)	(19)	(19)
Total equity		60,915	48,209	31,649	27,959

* *denotes less than S$1,000*

STATEMENTS OF FINANCIAL POSITION OF THE TARGET COMPANY

	Notes	As at 31 December			As at 30 April
		2021	2022	2023	2024
		S$'000	*S$'000*	*S$'000*	*S$'000*
Non-current assets					
Plant and equipment		2	1	—	—
Investments in subsidiaries	*36*	61,716	61,731	63,531	63,537
Advances to subsidiaries	*20*	11,056	19,220	18,511	18,489
		72,774	80,952	82,042	82,026
Current assets					
Prepayments	*20*	17	41	14	18
Cash and cash equivalents	*23*	585	1,287	125	10
		602	1,328	139	28
Current liability					
Other payables	*24*	1,165	1,285	1,727	2,023
Net current (liabilities) assets		(563)	43	(1,588)	(1,995)
Total assets less current liability		72,211	80,995	80,454	80,031
Non-current liability					
Convertible loan notes	*27*	—	10,352	12,318	11,017
Net assets		72,211	70,643	68,136	69,014
Capital and reserves					
Share capital	*29*	74,679	74,679	74,679	74,679
Reserves		(2,468)	(4,036)	(6,543)	(5,665)
		72,211	70,643	68,136	69,014

* *denotes less than S$1,000*

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

	Attributable to owners of the Target Company						
	Share capital	Translation reserve	Share options reserve	Accumulated losses	Subtotal	Non-controlling interests	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*
At 1 January 2021	74,679	(94)	—	(2,737)	71,848	(14)	71,834
(Loss) profit for the year	—	—	—	(11,016)	(11,016)	4	(11,012)
Exchange differences on translation of foreign operations	—	(81)	—	—	(81)	—*	(81)
Total comprehensive (expense) income for the year	—	(81)	—	(11,016)	(11,097)	4	(11,093)
Recognition of share-based payments	—	—	174	—	174	—	174
At 31 December 2021	74,679	(175)	174	(13,753)	60,925	(10)	60,915
Loss for the year	—	—	—	(13,118)	(13,118)	(9)	(13,127)
Exchange differences on translation of foreign operations	—	137	—	—	137	—*	137
Total comprehensive income (expense) for the year	—	137	—	(13,118)	(12,981)	(9)	(12,990)
Recognition of share-based payments	—	—	284	—	284	—	284
At 31 December 2022	74,679	(38)	458	(26,871)	48,228	(19)	48,209
Loss for the year	—	—	—	(17,310)	(17,310)	—*	(17,310)
Exchange differences on translation of foreign operations	—	24	—	—	24	—*	24
Total comprehensive income (expense) for the year	—	24	—	(17,310)	(17,286)	—*	(17,286)
Recognition of share-based payments	—	—	726	—	726	—	726
At 31 December 2023	74,679	(14)	1,184	(44,181)	31,668	(19)	31,649
Loss for the period	—	—	—	(3,917)	(3,917)	—	(3,917)
Exchange differences on translation of foreign operations	—	227	—	—	227	—	227
Total comprehensive income (expense) for the period	—	227	—	(3,917)	(3,690)	—	(3,690)
At 30 April 2024	74,679	213	1,184	(48,098)	27,978	(19)	27,959

	Attributable to owners of the Target Company						
	Share capital	Translation reserve	Share options reserve	Accumulated losses	Subtotal	Non-controlling interests	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*
(Unaudited)							
At 1 January 2023	74,679	(38)	458	(26,871)	48,228	(19)	48,209
Loss for the period	—	—	—	(6,263)	(6,263)	—	(6,263)
Exchange differences on translation of foreign operations	—	338	—	—	338	—	338
Total comprehensive income (expense) for the period	—	338	—	(6,263)	(5,925)	—	(5,925)
Recognition of share-based payments	—	—	243	—	243	—	243
At 30 April 2023 (unaudited)	74,679	300	701	(33,134)	42,546	(19)	42,527

* *denotes less than S$1,000*

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended 31 December			Four months ended April 30	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (Unaudited)	*S$'000*
OPERATING ACTIVITIES					
Loss before income tax	(11,814)	(13,760)	(18,000)	(6,487)	(4,145)
Adjustments for:					
Amortization of intangible assets	4,110	3,877	3,782	1,149	1,005
Depreciation of plant and equipment	246	348	391	130	116
Depreciation of right-of-use assets	533	732	1,338	258	416
Impairment loss (reversal) under expected credit loss ("**ECL**") model, net of reversal	68	(18)	(2)	—	—
Write-down of inventories, net of reversal	144	485	507	52	20
Fair value loss (gain) on convertible loan notes	—	514	940	313	(1,667)
Finance costs	62	568	1,658	506	456
Bank interest income	(4)	(5)	(7)	(2)	(6)
Exchange (gain) loss, net	(75)	(122)	6	2	5
Share-based payments expense	174	284	726	243	—
Operating cash flows before movements in working capital	(6,556)	(7,097)	(8,661)	(3,836)	(3,800)
(Increase) decrease in inventories	(1,468)	779	1,803	421	177
(Increase) decrease in trade and other receivables	(14,574)	(1,064)	(381)	(6,762)	2,740
Decrease in contract assets	2,249	4,251	24	303	328
Increase (decrease) in trade and other payables	12,795	2,460	11,062	1,094	(5,967)
Cash (used in) generated from operations	(7,554)	(671)	3,847	(8,780)	(6,522)
Tax paid	(75)	—	(5)	—	—
Net cash (used in) from operating activities	(7,629)	(671)	3,842	(8,780)	(6,522)
INVESTING ACTIVITIES					
Purchase of plant and equipment	(463)	(548)	(119)	(42)	(24)
Purchase of intangible assets	(329)	(1,561)	(1,551)	(590)	(528)
Interest received	4	5	7	2	6
Net cash used in investing activities	(788)	(2,104)	(1,663)	(630)	(546)
FINANCING ACTIVITIES					
Proceeds from issuance of convertible loan notes	—	9,393	—	—	—
Proceeds from borrowings	2,000	1,772	2,780	1,916	—
Repayment of borrowings	(91)	(1,340)	(2,938)	(128)	(900)
Repayment of lease liabilities	(520)	(753)	(1,277)	(249)	(417)
Interest paid	(62)	(123)	(632)	(179)	(90)
Net cash from (used in) financing activities	1,327	8,949	(2,067)	1,360	(1,407)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(7,090)	6,174	112	(8,050)	(8,475)
CASH AND CASH EQUIVALENTS AT BEGINNING OF THE YEAR/PERIOD	14,222	7,132	13,306	13,306	13,418
CASH AND CASH EQUIVALENTS AT END OF THE YEAR/PERIOD	7,132	13,306	13,418	5,256	4,943

NOTES TO THE HISTORICAL FINANCIAL INFORMATION

1. BASIS OF PREPARATION OF HISTORICAL FINANCIAL INFORMATION

The Target Company was incorporated in Singapore. The addresses of the registered office and the principal place of business are disclosed in the section "Corporate Information" of the Circular.

The Target Company acts as an investment holding company and the major operating subsidiaries, as disclosed in Note 36, are principally engaged in the multi-channel commerce sales, digital marketing solutions, and digital platform solutions.

The Historical Financial Information is presented in the currency of Singapore dollar ("**S$**"), which is the Target Company's functional currency.

The Historical Financial Information has been prepared based on the accounting policies in accordance with IFRSs issued by the IASB.

In preparing the Historical Financial Information, the directors of the Target Company have given careful consideration to the going concern status of the Target Group in light of the fact that the Target Group reported a net loss of approximately S$17,310,000 and S$3,917,000 during the year ended 31 December 2023 and the four months ended 30 April 2024, respectively, and as at 30 April 2024, the Target Group's current liabilities exceeded its current assets by approximately S$15,961,000. The Target Group has unutilized credit facilities of approximately S$4,608,000 as at 30 April 2024. The directors of the Target Company are of the opinion that, taking into account the above unutilized banking facilities, total new borrowings of S$7,100,000 obtained during May to August 2024, loan facility of S$10,600,000 from several private investors obtained in May 2024, continued sustained growth, active working capital management and the Target Group's cash flow projection for the coming year, the Target Group will have sufficient working capital to meet its cashflow requirements in the next twelve months from the date of this report. Accordingly, these Historical Financial Information have been prepared on a going concern basis.

The statutory financial statements of the Target Company for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with Financial Reporting Standards in Singapore and were audited by Deloitte & Touche LLP, certified public accountants registered in Singapore.

2. APPLICATION OF NEW AND REVISED INTERNATIONAL FINANCIAL REPORTING STANDARDS ("IFRSs")

For the purpose of preparing the Historical Financial Information for the Relevant Periods, the Target Group has consistently applied the accounting policies which conform with IFRSs issued by the IASB, which are effective for the Target Group's accounting period beginning on 1 January 2024, throughout the Relevant Periods.

At the date of this report, the Target Group has not early applied the following new and amendments to IFRSs in issue which are not yet effective.

Amendments to IFRS 9 and IFRS 7	Amendments to the Classification and Measurement of Financial Instruments[3]
Amendments to IFRS 10 and IAS 28	Sale or Contribution of Assets between an Investor and its Associate or Joint Venture[1]
Amendments to IFRS Accounting Standards	Annual Improvement to IFRS Accounting Standards — Volume 11[3]
Amendments to IAS 21	Lack of Exchangeability[2]
IFRS 18	Presentation and Disclosure in Financial Statements[4]

[1] Effective for the Target Group's annual periods beginning on or after a date to be determined

[2] Effective for the Target Group's annual periods beginning on or after 1 January 2025

[3] Effective for the Target Group's annual periods beginning on or after 1 January 2026

[4] Effective for the Target Group's annual periods beginning on or after 1 January 2027

Except as described below, the directors of the Target Group anticipate that the application of all amendments to IFRSs will have no material impact on the Target Group's financial position and financial performance in the foreseeable future.

IFRS 18 Presentation and Disclosure in Financial Statements

IFRS 18 sets out requirements on presentation and disclosures in financial statements and it will replace IAS 1 *Presentation of Financial Statements*. The new IFRS Accounting Standard introduces new requirements to present specified categories and defined subtotals in the statement of profit or loss; provide disclosures on management-defined performance measures in the notes to the financial statements and improve aggregation and disaggregation of information to be disclosed in the financial statements. Minor amendments to IAS 7 *Statement of Cash Flows* and IAS 33 *Earnings per Share* are also made. IFRS 18 will be effective for annual periods beginning on or after 1 January 2027, with early application permitted. The application of the new standard is not

expected to have material impact on the financial position of the Target Group but is expected to affect the presentation of the statement of profit or loss and statement of cash flows and disclosures in the future financial statements. The Target Group will continue to assess the impact of IFRS 18 on the Group's consolidated financial statements.

3. MATERIAL ACCOUNTING POLICY INFORMATION

The Historical Financial Information has been prepared in accordance with IFRSs issued by the IASB. For the purpose of preparation of Historical Financial Information, information is considered material if such information is reasonably expected to influence decisions made by primary users. In addition, the Historical Financial Information includes applicable disclosures required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and by the Hong Kong Companies Ordinance.

The Historical Financial Information has been prepared on the historical cost basis except for certain financial instruments that are measured at fair value at the end of each reporting period, as explained in the accounting policies set out below.

Historical cost is generally based on the fair value of the consideration given in exchange for goods and services.

The principal accounting policies adopted are set out below.

Basis of consolidation

Non-controlling interests in subsidiaries are presented separately from the equity attributable to the owners of the Target Company therein, which represent present ownership interests entitling their holders to a proportionate share of net assets of the relevant subsidiaries upon liquidation.

Goodwill

Goodwill arising on an acquisition of a business is carried at cost as established at the date of acquisition of the business less accumulated impairment losses, if any.

For the purposes of impairment testing, goodwill is allocated to each of the Target Group's cash-generating units (or group of cash-generating units) that is expected to benefit from the synergies of the combination, which represent the lowest level at which the goodwill is monitored for internal management purposes and not larger than an operating segment.

A cash-generating unit (or group of cash-generating units) to which goodwill has been allocated is tested for impairment annually or more frequently when there is indication that the unit may be impaired. For goodwill arising on an acquisition in a reporting period, the cash-generating unit (or group of cash-generating units) to which goodwill has been allocated is tested for impairment before the end of that reporting period. If the recoverable amount is less than its carrying amount, the impairment loss is allocated first to reduce the carrying amount of any goodwill and then to the other assets on a pro-rata basis based on the carrying amount of each asset in the unit (or group of cash-generating units).

Revenue from contracts with customers

(i) ***Direct-to-Consumer (*****"D2C"**) — sale of products via omni-channels

The Target Group is involved in the selling of a wide range of branded consumer merchandise and products, including products in beauty, body, baby, apparel and fashion sectors, via omni-channels. Revenue from the sale of products is recognized when control of the goods has transferred, being when the goods have been shipped to the customer's location (delivery).

Under the Target Group's standard contract terms, customers have a right of return within 14 days. At the point of sale, a refund liability and a corresponding adjustment to revenue are recognized for those products expected to be returned. At the same time, the Target Group has a right to recover the product when customers exercise their right of return so consequently recognizes a right to returned goods asset and a corresponding adjustment to the cost of inventories recognized in profit or loss. The Target Group uses its accumulated historical experience to estimate the number of returns on a portfolio level using the expected value method. It is considered highly probable that a significant reversal in the cumulative revenue recognized will not occur given the consistent level of returns over previous years.

(ii) ***Direct-to-Brands or Businesses (*****"D2B"**) — Digital solutions

The Target Group provides a series of digital solutions including commerce management, data analytics, digital supply chain and digital marketing services. Revenue is recognized over time based on the progress towards complete satisfaction of a performance obligation which is measured based on input method, which is to recognize revenue on the basis of the Target Group's efforts or inputs to the satisfaction of a performance obligation relative to the total expected inputs to the satisfaction of that performance obligation, that best depict the Target Group's performance in transferring control of goods or services.

A contract asset represents the Target Group's right to consideration in exchange for services that the Target Group has transferred to a customer that is not yet unconditional. It is assessed for impairment in accordance with IFRS 9. In contrast, a receivable represents the Target Group's unconditional right to consideration, i.e. only the passage of time is required before payment of that consideration is due.

A contract liability represents the Target Group's obligation to transfer goods or services to a customer for which the Target Group has received consideration (or an amount of consideration is due) from the customer.

Foreign currencies

In preparing the financial statements of the each individual group entity, transactions in currencies other than the functional currency of that entity (foreign currencies) are recognized at the rates of exchanges prevailing on the dates of the transactions. At the end of each reporting period, monetary items denominated in foreign currencies are retranslated at the rates prevailing at that date.

Exchange differences arising on the settlement of monetary items, and on the retranslation of monetary items, are recognized in profit or loss in the period in which they arise.

For the purposes of presenting the Historical Financial Information, the assets and liabilities of the Target Group's operations are translated into the presentation currency of the Target Group (i.e. S$) using exchange rates prevailing at the end of each reporting period. Income and expenses items are translated at the average exchange rates for the period, unless exchange rates fluctuate significantly during that period, in which case the exchange rates at the date of transactions are used. Exchange differences arising, if any, are recognized in other comprehensive income and accumulated in equity under the heading of translation reserve (attributed to non-controlling interests as appropriate).

Share-based payments

Equity-settled share-based payment transactions

Share options granted to employees

Equity-settled share-based payments to employees are measured at the fair value of the equity instruments at the grant date.

The fair value of the equity-settled share-based payments determined at the grant date without taking into consideration all non-market vesting conditions is expensed on a straight-line basis over the vesting period, based on the Target Group's estimate of equity instruments that will eventually vest, with a corresponding increase in equity (share options reserve). At the end of each reporting period, the Target Group revises its estimate of the number of equity instruments expected to vest based on assessment of all relevant non-market vesting conditions. The impact of the revision of the original estimates, if any, is recognized in profit or loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to the share options reserve.

When share options are exercised, the amount previously recognized in share options reserve will be transferred to accumulated losses. When the share options are forfeited after the vesting date or are still not exercised at the expiry date, the amount previously recognized in share options reserve will be transferred to accumulated losses.

Taxation

Income tax expense represents the sum of current and deferred income tax expense.

The tax currently payable is based on taxable profit for the year/period. Taxable profit differs from "loss before income tax" as reported in the consolidated statements of profit or loss and other comprehensive income because of income or expense that are taxable or deductible in other years and items that are never taxable or deductible. The Target Group's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of each reporting period.

Deferred tax is recognized on temporary differences between the carrying amounts of assets and liabilities in the Historical Financial Information and the corresponding tax bases used in the computation of taxable profit. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilized. Such deferred tax assets and liabilities are not recognized if the temporary difference arises from the initial recognition (other than in a business combination) of assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit and at the time of the transaction does not give rise to equal taxable and deductible temporary difference. In addition, deferred tax liabilities are not recognized if the temporary difference arises from the initial recognition of goodwill.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset is realized, based on tax rate (and tax laws) that have been enacted or substantively enacted by the end of each reporting period.

Current and deferred tax are recognized in profit or loss.

Intangible assets

Intangible assets acquired separately

Intangible assets with finite useful lives that are acquired separately are carried at costs less accumulated amortization and any accumulated impairment losses. Amortization for intangible assets with finite useful lives is recognized on a straight-line basis over their estimated useful lives. The estimated useful life and amortization method are reviewed at the end of each reporting period, with the effect of any changes in estimate being accounted for on a prospective basis.

Internally-generated intangible assets — research and development expenditure

Expenditure on research activities is recognized as an expense in the period in which it is incurred.

An internally-generated intangible asset arising from development activities (or from the development phase of an internal project) is recognized if, and only if, all of the following have been demonstrated:

- the technical feasibility of completing the intangible asset so that it will be available for use or sale;
- the intention to complete the intangible asset and use or sell it;
- the ability to use or sell the intangible asset;
- how the intangible asset will generate probable future economic benefits;
- the availability of adequate technical, financial and other resources to complete the development and to use or sell the intangible asset; and
- the ability to measure reliably the expenditure attributable to the intangible asset during its development.

The amount initially recognized for internally-generated intangible asset is the sum of the expenditure incurred from the date when the intangible asset first meets the recognition criteria listed above. Where no internally-generated intangible asset can be recognized, development expenditure is recognized in profit or loss in the period in which it is incurred.

Subsequent to initial recognition, internally-generated intangible assets are reported at cost less accumulated amortization and accumulated impairment losses (if any), on the same basis as intangible assets that are acquired separately.

Impairment losses on property and equipment, right-of-use assets and intangible assets other than goodwill

At the end of the reporting period, the Target Group reviews the carrying amounts of its property and equipment, right-of-use assets and intangible assets with finite useful lives to determine whether there is any indication that these assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the relevant asset is estimated in order to determine the extent of the impairment loss (if any). Intangible assets not yet available for use are tested for impairment at least annually, and whenever there is an indication that they may be impaired.

The recoverable amount of property, plant and equipment, right-of-use assets, and intangible assets are estimated individually. When it is not possible to estimate the recoverable amount individually, the Target Group estimates the recoverable amount of the cash-generating unit to which the asset belongs.

In testing a cash-generating unit for impairment, corporate assets are allocated to the relevant cash-generating unit when a reasonable and consistent basis of allocation can be established, or otherwise they are allocated to the smallest group of cash generating units for which a reasonable and consistent allocation basis can be established. The recoverable amount is determined for the cash-generating unit or group of cash-generating units to which the corporate asset belongs, and is compared with the carrying amount of the relevant cash-generating unit or group of cash-generating units.

Recoverable amount is the higher of fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset (or a cash-generating unit) for which the estimates of future cash flows have not been adjusted.

If the recoverable amount of an asset (or a cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (or a cash-generating unit) is reduced to its recoverable amount. For corporate assets or portion of corporate assets which cannot be allocated on a reasonable and consistent basis to a cash-generating unit, the Target Group compares the carrying amount of a group of cash-generating units, including the carrying amounts of the corporate assets or portion of corporate assets allocated to that group of cash-generating units, with the recoverable amount of the group of cash-generating units. In allocating the impairment loss, the impairment loss is allocated first to reduce the carrying amount of any goodwill (if applicable) and then to the other assets on a pro-rata basis based on the carrying amount of each asset in the unit or the group of cash-generating units. The carrying amount of an asset is not reduced below the highest of its fair value less costs of disposal (if measurable), its value in use (if determinable) and zero. The amount of the impairment loss that would otherwise have been allocated to the asset is allocated pro rata to the other assets of the unit or the group of cash-generating units. An impairment loss is recognized immediately in profit or loss.

Inventories

Inventories are stated at the lower of cost and net realizable value. Costs of inventories are determined on a weighted average method. Net realizable value represents the estimated selling price for inventories less all estimated costs of completion and costs necessary to make the sale. Costs necessary to make the sale include incremental costs directly attributable to the sale and non-incremental costs which the Target Group must incur to make the sale.

Financial instruments

Financial assets and financial liabilities are recognized when a group entity becomes a party to the contractual provisions of the instrument. All regular way purchases or sales of financial assets are recognized and derecognized on a trade date basis. Regular way purchases or sales are purchases or sales of financial assets that require delivery of assets within the time frame established by regulation or convention in the marketplace.

Financial assets and financial liabilities are initially measured at fair value except for trade receivables arising from contracts with customers which are initially measured in accordance with IFRS 15. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial liabilities at fair value through profit or loss ("**FVTPL**")) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial liabilities at FVTPL are recognized immediately in profit or loss.

The effective interest method is a method of calculating the amortized cost of a financial asset or financial liability and of allocating interest income and interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash receipts and payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial asset or financial liability, or, where appropriate, a shorter period, to the net carrying amount on initial recognition.

Financial assets

Classification and subsequent measurement of financial assets

Financial assets that meet the following conditions are subsequently measured at amortized cost:

- the financial asset is held within a business model whose objective is to collect contractual cash flows; and

- the contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Amortized cost and interest income

Interest income is recognized using the effective interest method for debt instruments measured subsequently at amortized cost. Interest income is calculated by applying the effective interest rate to the gross carrying amount of a financial asset, except for financial assets that have subsequently become credit-impaired (see below). For financial assets that have subsequently become credit-impaired, interest income is recognized by applying the effective interest rate to the amortized cost of the financial asset from the next reporting period. If the credit risk on the credit-impaired financial instrument improves so that the financial asset is no longer credit-impaired, interest income is recognized by applying the effective interest rate to the gross carrying amount of the financial asset from the beginning of the reporting period following the determination that the asset is no longer credit-impaired.

Impairment of financial assets subject to impairment assessment under IFRS 9

The Target Group performs impairment assessment under expected credit loss ("**ECL**") model on financial assets (including advances to subsidiaries, trade receivables and other receivables, contract assets and bank balances) which are subject to impairment assessment under IFRS 9. The amount of ECL is updated at the end of each reporting date to reflect changes in credit risk since initial recognition.

Lifetime ECL represents the ECL that will result from all possible default events over the expected life of the relevant instrument. In contrast, 12-month ECL represents the portion of lifetime ECL that is expected to result from default events that are possible within 12 months after the reporting date. Assessment are done based on the Target Group's historical credit loss experience, and factors that are specific to the debtors, general economic conditions and an assessment of both the current conditions at the reporting date as well as the forecast of future conditions.

The Target Group always assesses lifetime ECL for trade receivables and contract assets.

For all other financial instruments, the Target Group assesses the loss allowance equal to 12-month ECL, unless when there has been a significant increase in credit risk since initial recognition, in which case the Target Group recognizes lifetime ECL. The assessment of whether lifetime ECL should be recognized is based on significant increases in the likelihood or risk of a default occurring since initial recognition.

(i) Significant increase in credit risk

In assessing whether the credit risk has increased significantly since initial recognition, the Target Group compares the risk of a default occurring on the financial instrument as at the end of each reporting date with the risk of a default occurring on the financial instrument as at the date of initial recognition. In making this assessment, the Target Group considers both quantitative and qualitative information that is reasonable and supportable, including historical experience and forward-looking information that is available without undue cost or effort.

In particular, the following information is taken into account when assessing whether the credit risk has increased significantly:

- an actual or expected significant deterioration in the financial instrument's external (if available) or internal credit rating;

- significant deterioration in external market indicators of credit risk. e.g. a significant increase in the credit spread, the credit default swap prices for the debtor;

- existing or forecast adverse changes in business, financial or economic conditions that are expected to cause a significant decrease in debtor's ability to meet its debt obligations;

- an actual or expected significant deterioration in the operating results of the debtor; and

- an actual or expected significant adverse change in the regulatory, economic, or technological environment of the debtor that results in a significant decrease in the debtor's ability to meet its debt obligations.

Irrespective of the outcome of the above assessment, the Target Group presumes that the credit risk has increased significantly since initial recognition when contractual payments are more than 30 days past due, unless the Target Group has reasonable and supportable information that demonstrates otherwise.

Despite the aforegoing, the Target Group assumes that the credit risk on a debt instrument has not increased significantly since initial recognition if the debt instrument is determined to have low credit risk at the reporting date. A debt instrument is determined to have low credit risk if (i) it has a low risk of default; (ii) the borrower has a strong capacity to meet its contractual cash flow obligations in the near term; and (iii) adverse changes in economic and business conditions in the longer term may, but will not necessarily, reduce the ability of the borrower to fulfill its contractual cash flow obligations.

The Target Group regularly monitors the effectiveness of the criteria used to identify whether there has been a significant increase in credit risk and revises them as appropriate to ensure that the criteria are capable of identifying significant increase in credit risk before the amount becomes past due.

(ii) Definition of default

For internal credit risk management, the Target Group considers an event of default occurs when information developed internally or obtained from external sources indicates that the debtor is unlikely to pay its creditors, including the Target Group, in full.

Irrespective of the above, the Target Group considers that default has occurred when a financial asset is more than 90 days past due unless the Target Group has reasonable and supportable information to demonstrate that a more lagging default criterion is more appropriate.

(iii) Credit-impaired financial assets

A financial asset is credit-impaired when one or more events that have a detrimental impact on the estimated future cash flows of that financial asset have occurred. Evidence that a financial asset is credit-impaired includes observable data about the following events:

- significant financial difficulty of the issuer or the borrower;

- a breach of contract, such as a default or past due event;

- the lender(s) of the borrower, for economic or contractual reasons relating to the borrower's financial difficulty, having granted to the borrower a concession(s) that the lender(s) would not otherwise consider; or

- it is becoming probable that the borrower will enter bankruptcy or other financial recognization.

(iv) Write-off policy

The Target Group writes off a financial asset when there is information indicating that the counterparty is in severe financial difficulty and there is no realistic prospect of recovery, for example, when the counterparty has been placed under liquidation or has entered into bankruptcy proceedings, or in the case of accounts receivable, when the amounts are over one year past due, whichever occurs sooner. Financial assets written off may still be subject to enforcement activities under the Target Group's recovery procedures, taking into account legal advice where appropriate. Any subsequent recoveries are recognized in profit or loss.

(v) Measurement and recognition of ECL

The measurement of ECL is a function of the probability of default, loss given default (i.e. the magnitude of the loss if there is a default) and the exposure at default. The assessment of the probability of default and loss given default is based on historical data and forward-looking information. Estimation of ECL reflects an unbiased and probability-weighted amount that is determined with the respective risks of default occurring as the weights.

Generally, the ECL is the difference between all contractual cash flows that are due to the Target Group in accordance with the contract and the cash flows that the Target Group expects to receive, discounted at the effective interest rate determined at initial recognition.

Lifetime ECL for trade receivables and contract assets are considered on a collective basis taking into consideration past due information and relevant credit information such as forward looking macroeconomic information.

For collective assessment, the Target Group takes into consideration the following characteristics when formulating the grouping:

- Nature of financial instruments;

- Past-due status; and

- Nature, size and industry of debtors.

The grouping is regularly reviewed by the management of the Target Group to ensure the constituents of each group continue to share similar credit risk characteristics.

Interest income is calculated based on the gross carrying amount of the financial asset unless the financial asset is credit-impaired, in which case interest income is calculated based on amortized cost of the financial asset.

The Target Group recognizes an impairment gain or loss in profit or loss for all financial instruments by adjusting their carrying amount with the exception of trade receivables where the correspondence adjustment is recognized through a loss allowance account.

Derecognition of financial assets

The Target Group derecognizes a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Target Group neither transfers nor retains substantially all the risks and rewards of ownership and continues to control the transferred asset, the Target Group recognizes its retained interest in the asset and an associated liability for amounts it may have to pay. If the Target Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Target Group continues to recognize the financial asset and also recognizes a collateralised borrowing for the proceeds received.

On derecognition of a financial asset measured at amortized cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognized in profit or loss.

Financial liabilities and equity

Classification as debt or equity

Debt and equity instruments are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of a group entity after deducting all of its liabilities. Equity instruments issued by the group entities are recognized at the proceeds received, net of direct issue costs.

Financial liabilities

All financial liabilities are subsequently measured at amortized cost using the effective interest method or at FVTPL.

Financial liabilities at amortized cost

Financial liabilities (including trade and other payables and bank and other borrowings) are subsequently measured at amortized cost, using the effective interest method.

Convertible loan notes

A conversion option that will be settled other than by the exchange of a fixed amount of cash or another financial asset for a fixed number of the Target Group's own equity instruments is a conversion option derivative.

At the date of issue, both the debt component and derivative components are recognized at fair value and the convertible loan notes are designated as at FVTPL. In subsequent period, changes in fair value are recognized in profit or loss as fair value gain or loss except for changes in the fair value that is attributable to changes in the credit risk (excluding changes in fair value of the derivatives component) is recognized in other comprehensive income, unless the recognition of the effects of changes in the credit risk in other comprehensive income would create or enlarge an accounting mismatch in profit or loss. Changes in fair value attributable to the credit risk that are recognized in other comprehensive income are not subsequently reclassified to profit or loss, they are transferred to retained profits upon derecognition.

Transaction costs relating to the issue of the convertible loan notes are charged to profit or loss immediately.

Foreign exchange gains and losses

For financial liabilities that are denominated in a foreign currency and are measured at amortized cost at the end of each reporting period, the foreign exchange gains and losses are determined based on the amortized cost of the instruments. These foreign exchange gains and losses are recognized in the "Other gain and loss" line item in profit or loss (Note 8).

The fair value of financial liabilities denominated in a foreign currency is determined in that foreign currency and translated at the spot rate at the end of the reporting period. For financial liabilities that are measured as at FVTPL, the foreign exchange component forms part of the fair value gains or losses and is recognized in profit or loss.

Derecognition of financial liabilities

The Target Group derecognizes financial liabilities when, and only when, the Target Group's obligations are discharged, canceled or expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

4. KEY SOURCES OF ESTIMATION UNCERTAINTY

In the application of the Target Group's accounting policies, which are described in Note 3, management is required to make estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period, or in the period of the revision and future periods if the revision affects both current and future periods.

The following are the key assumptions concerning the future, and other key sources of estimation uncertainty at the end of the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

Estimated impairment of goodwill

Determining whether goodwill is impaired requires an estimation of the recoverable amount of the cash-generating unit (or group of cash-generating units) to which goodwill has been allocated, which is the higher of the value in use or fair value less costs of disposal. The value in use calculation requires the Target Group to estimate the future cash flows expected to arise from the cash-generating unit (or a group of cash-generating units) and a suitable discount rate in order to calculate the present value. Where the actual future cash flows are less than expected, or change in facts and circumstances which results in downward revision of future cash flows or upward revision of discount rate, a material impairment loss or further impairment loss may arise.

As at 31 December 2021, 2022, 2023 and 30 April 2024, the carrying amounts of goodwill were approximately S$49,332,000, S$49,332,000, S$49,332,000 and S$49,332,000, respectively. Details of the recoverable amount calculation are disclosed in Note 18.

Fair value measurement of convertible loan notes

As at 31 December 2022, 2023 and 30 April 2024, convertible loan notes amounting to S$10,352,000, S$12,318,000 and S$11,017,000, respectively, are measured at fair value with fair value being determined based on significant unobservable inputs using valuation techniques. Judgment and estimation are required in establishing the relevant valuation techniques and the relevant inputs thereof. Changes in assumptions relating to these factors could result in material adjustments to the fair value of these instruments. See Note 34 for further disclosures.

Provision of ECL for trade receivables and contract assets

For trade receivables and contract assets, as groupings of various debtors taking into consideration the Target Group's historical default rates and forward-looking information that is reasonable and supportable available without undue costs or effort, collective assessment is performed by grouping debtors based on the Target Group's internal credit ratings.

The provision of ECL is sensitive to changes in estimates. The information about the ECL and the Target Group's trade receivables and contract assets are disclosed in Note 34.

5. SEGMENT INFORMATION

The Target Group is currently organized into two reportable segments — D2C and D2B. Principal activities of these two reportable segments are as follows:

(i) D2C — Sale of products via omni-channels

(ii) D2B — Digital solutions services

Reportable segments are reported in a manner consistent with the internal reporting provided to the executive directors of the Target Company, being the chief operating decision maker (the "**CODM**"). CODM is responsible for allocating resources and assessing performance of the reportable segments and making strategic decisions.

Segment information about these businesses is presented below:

An analysis of the Target Group's revenue and results by reportable segments is as follows:

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (Unaudited)	*S$'000*
Segment revenue					
D2C	70,646	92,556	99,952	24,781	28,395
D2B	15,287	20,091	26,643	6,724	8,059
	85,933	112,647	126,595	31,505	36,454
Segment results					
D2C	13,245	18,273	13,748	3,342	3,942
D2B	10,431	12,366	17,996	4,534	5,567
Unallocated corporate income	698	527	379	160	44
Unallocated corporate expenses	(36,188)	(44,926)	(50,123)	(14,523)	(13,698)
Loss before income tax	(11,814)	(13,760)	(18,000)	(6,487)	(4,145)

The accounting policies of the reportable segments are the same as the Target Group's accounting policies described in Note 3. Segment results represent the loss before income tax from each segment without allocation of corporate income and expenses. This is the measure reported to the CODM for the purposes of resources allocation and performance assessment.

The CODM makes decisions according to operating results of each segment. No analysis of segment asset and segment liability is presented as the CODM does not regularly review such information for the purposes of resources allocation and performance assessment. Therefore, only segment revenue and segment results are presented.

Geographical information

The Target Group's operations are mainly in Singapore, the Philippines, Indonesia, Vietnam and Malaysia. Information about the Target Group's revenue from external customers is presented based on the location of the operations. Information about the Target Group's non-current assets is presented based on geographical location of the assets.

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (Unaudited)	*S$'000*
Revenue from external customers:					
Singapore	41,399	38,992	20,970	7,049	4,099
The Philippines	24,829	47,345	70,562	15,708	23,672
Indonesia	8,924	14,001	15,068	4,242	2,591
Vietnam	4,896	5,694	11,310	2,275	3,825
Malaysia	4,701	4,759	4,461	1,383	1,265
Others	1,184	1,856	4,224	848	1,002
	85,933	112,647	126,595	31,505	36,454

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Non-current assets:				
Singapore	60,668	57,842	55,888	55,115
The Philippines	203	320	177	133
Indonesia	25	148	10	16
Vietnam	42	120	787	636
Malaysia	86	219	216	193
Others	61	64	54	49
	61,085	58,713	57,132	56,142

Information about major customers

There is no customer who contributes more than 10% of the total revenue of the Target Group during each of the three years ended 31 December 2023 and the four months ended 30 April 2023 (unaudited) and 2024.

6. REVENUE

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (Unaudited)	*S$'000*
D2C — Recognized at a point in time					
Sale of products via omni-channels	70,646	92,556	99,952	24,781	28,395
D2B — Recognized over time					
Digital solutions services	15,287	20,091	26,643	6,724	8,059
	85,933	112,647	126,595	31,505	36,454

As at 31 December 2021, 2022, 2023 and 30 April 2024, all outstanding contracts are expected to be fulfilled within 12 months after the end of each reporting period. As permitted under IFRS 15, the transaction price allocated to these unsatisfied contract is not disclosed.

7. OTHER INCOME

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000* (Unaudited)	*S$'000*
Government grants *(Note)*	560	450	237	152	15
Bank interest income	4	5	7	2	6
Others	134	72	135	6	23
	698	527	379	160	44

Note: The Target Group received wage support for local employees under the Jobs Support Scheme from the Singapore Government as part of the government's measures to support businesses during the period of economic uncertainty impacted by COVID-19. Grant income from Singapore Government of approximately S$212,000, S$48,000, nil, nil (unaudited) and nil were recognized in profit or loss during the years ended 31 December 2021, 2022, 2023 and the four months ended 30 April 2023 and 2024, respectively, to compensate related salary costs incurred during the mentioned periods. The remaining government grants represent other subsidies associated with labor market support provided by the governments.

8. OTHER GAIN AND LOSS

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Impairment (loss) reversal under ECL model, net of reversal	(68)	18	2	—	—
Exchange (loss) gain, net	(44)	88	(343)	(31)	(292)
Fair value (loss) gain on convertible loan notes	—	(514)	(940)	(313)	1,667
Others	(144)	(485)	(507)	(52)	(19)
	(256)	(893)	(1,788)	(396)	1,356

9. FINANCE COSTS

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Interest on convertible loan notes	—	445	1,026	327	366
Interest on bank and other borrowings	18	89	500	174	58
Interest on lease liabilities	44	34	132	5	32
	62	568	1,658	506	456

10. LOSS BEFORE INCOME TAX

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Loss before income tax has been arrived at after charging:					
Employees benefits expenses (including the directors' remuneration)					
— Salaries, allowances and other benefits	10,927	14,539	14,551	4,792	4,526
— Retirement benefit expenses	917	1,168	1,458	413	434
— Share-based payment expenses	174	284	726	243	—
Total staff costs	12,018	15,991	16,735	5,448	4,960
Auditor's remuneration	295	323	342	67	72
Cost of inventories recognized as an expense	53,523	69,332	80,962	19,925	22,893
Amortization of intangible assets	4,110	3,877	3,782	1,149	1,005
Depreciation of plant and equipment	246	348	391	130	116
Depreciation of right-of-use assets	533	732	1,338	258	416
Write-down of inventories, net of reversal	144	485	507	52	20

11. DIRECTORS', CHIEF EXECUTIVE'S AND EMPLOYEES' EMOLUMENTS

(a) The emoluments paid or payable to the directors and chief executive officer of the Target Company by the Target Group during the Relevant Periods are as follows:

For the year ended 31 December 2021

Executive directors	Salaries and other benefits	Retirement benefit expenses	Total
	S$'000	*S$'000*	*S$'000*
Lee Shieh-Peen Clement *(Note i)*	351	17	368
Tsao Thomas Gai Tei	—	—	—
Liu Xiu Yun *(Note ii)*	—	—	—
Thomas Richard Tzien Damek *(Note iv)*	—	—	—
Yang Runhua *(Note iii)*	—	—	—
	351	17	368

For the year ended 31 December 2022

Executive directors	Salaries and other benefits	Retirement benefit expenses	Total
	S$'000	*S$'000*	*S$'000*
Lee Shieh-Peen Clement *(Note i)*	351	17	368
Tsao Thomas Gai Tei	—	—	—
Thomas Richard Tzien Damek *(Note iv)*	—	—	—
Yang Runhua *(Note iii)*	—	—	—
	351	17	368

For the year ended 31 December 2023

Executive directors	Salaries and other benefits	Retirement benefit expenses	Total
	S$'000	*S$'000*	*S$'000*
Lee Shieh-Peen Clement *(Note i)*	352	17	369
Tsao Thomas Gai Tei	—	—	—
Chen Xi *(Note v)*	—	—	—
	352	17	369

For the four months ended 30 April 2023 (unaudited)

Executive directors	Salaries and other benefits	Retirement benefit expenses	Total
	S$'000 (unaudited)	*S$'000* (unaudited)	*S$'000* (unaudited)
Lee Shieh-Peen Clement *(Note i)*	123	4	127
Tsao Thomas Gai Tei	—	—	—
	123	4	127

For the four months ended 30 April 2024

Executive directors	Salaries and other benefits	Retirement benefit expenses	Total
	S$'000	*S$'000*	*S$'000*
Lee Shieh-Peen Clement *(Note i)*	123	4	127
Tsao Thomas Gai Tei	—	—	—
Chen Xi *(Note v)*	—	—	—
	123	4	127

Notes:

(i) Lee Shieh-Peen, Clement is also the chief executive officer of the Target Company.

(ii) Liu Xiu Yun resigned as executive director of the Target Company with effect from 11 June 2021.

(iii) Yang Runhua was appointed and resigned as executive director of the Target Company with effect from 11 June 2021 and 31 July 2022, respectively.

(iv) Thomas Richard Tzien Damek resigned as executive director of the Target Company with effect from 31 July 2022.

(v) Chen Xi was appointed as executive director of the Target Company with effect from 20 October 2023.

The executive director's emoluments shown above were for his services in connection with the management of the affairs of the Target Group.

None of the directors nor chief executive officer waived or agreed to waive any emoluments during the Relevant Periods.

(b) Employees' emoluments

The five highest paid individuals included one director for the years ended 31 December 2021, 2022, 2023 and the four months ended 30 April 2023 (unaudited) and 2024, respectively, whose emoluments are included in the disclosures in (a) above for the Relevant Periods. The emoluments of the remaining four individuals for the years ended 31 December 2021, 2022, 2023 and the four months ended 30 April 2023 (unaudited) and 2024, respectively, are as follows:

	Year ended 31 December			Four months ended 30 April	
	2021	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Salaries, allowances and other benefits	814	967	1,035	345	355
Share-based payments expenses	90	82	102	34	—
Discretionary bonus*	40	25	55	18	8
	944	1,074	1,192	397	363

* *The discretionary bonus is determined by reference to the duties and responsibilities of the relevant individual within the Target Group and the Target Group's performance.*

The emoluments of the highest paid employees who are not director of the Target Company were within the following band:

	Year ended 31 December			Four months ended 30 April	
	2021	**2022**	**2023**	**2023**	**2024**
				(Unaudited)	
Nil to HK$1,000,000 (equivalent to Nil to S$172,000)	—	—	—	4	4
HK$1,000,001 to HK$1,500,000 (equivalent to S$172,001 to S$257,000)	3	2	2	—	—
HK$1,500,001 to HK$2,000,000 (equivalent to S$257,001 to S$343,000)	1	2	2	—	—
	4	4	4	4	4

During the Relevant Periods, no emoluments were paid by the Target Group to any of the directors of the Target Company or the chief executive officer of the Target Group or the five highest paid individuals as an inducement to join or upon joining the Target Group or as compensation for loss of office.

12. INCOME TAX CREDIT

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
				(Unaudited)	
Current tax:					
— Corporate Income Tax	2	125	10	7	3
— Under provision in prior year	7	—	—	—	—
	9	125	10	7	3
Deferred tax (Note 28)	(811)	(758)	(700)	(231)	(231)
	(802)	(633)	(690)	(224)	(228)

Subsidiaries incorporated in Singapore, Indonesia and the Philippines are subject to the domestic statutory corporate tax rate of 17%, 22% and 25%, respectively, for the years ended 31 December 2021, 2022, 2023 and the four months ended 30 April 2023 (unaudited) and 2024.

Taxation arising in other jurisdictions is calculated at the rates prevailing in the relevant jurisdictions.

The income tax credit for the each of the three years ended 31 December 2023 and the four months ended 30 April 2023 (unaudited) and 2024 can be reconciled to the loss before income tax per the consolidated statements of profit or loss and other comprehensive income as follows:

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Loss before income tax	(11,814)	(13,760)	(18,000)	(6,487)	(4,145)
Tax at the statutory tax rate of 17%	(2,008)	(2,339)	(3,060)	(1,103)	(705)
Tax effect of income not taxable	(42)	(51)	(63)	(17)	(283)
Tax effect of expenses not deductible for tax purpose	605	771	580	282	487
Tax effect of tax losses not recognized	810	1,067	1,555	525	235
Effect of different tax rates of subsidiaries operating in other jurisdictions	(179)	(182)	146	50	48
Under provision in prior year	7	—	—	—	—
Others	5	101	152	39	(10)
Income tax credit	(802)	(633)	(690)	(224)	(228)

13. DIVIDENDS

No dividend was declared or paid by the Target Company during the Relevant Periods.

14. LOSS PER SHARE

The calculation of the basic and diluted loss per share attributable to the owners of the Target Company is based on the following data:

	Year ended 31 December			Four months ended 30 April	
	2021	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Loss for the year/period attributable to owners of the Target Company for the purpose of basic and diluted loss per share	(11,016)	(13,118)	(17,310)	(6,263)	(3,917)

Number of shares

	'000	*'000*	*'000*	*'000*	*'000*
Number of ordinary shares and preference shares for the purpose of basic and diluted loss per share	746,792	746,792	746,792	746,792	746,792

The computation of diluted loss per share does not assume the exercise of the Target Company's outstanding share options and conversion of convertible loan notes since their assumed exercise and conversion would result in a decrease in loss per share.

15. PLANT AND EQUIPMENT

The Target Group

	Computers	Furniture and fittings	Office equipment	Leasehold improvement	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
COST					
At 1 January 2021	248	32	24	38	342
Additions	392	2	18	51	463
Exchange realignment	(9)	—	—	—	(9)
At 31 December 2021	631	34	42	89	796
Additions	244	103	74	127	548
Exchange realignment	(24)	(3)	—	(3)	(30)
At 31 December 2022	851	134	116	213	1,314
Additions	55	11	1	52	119
Exchange realignment	(21)	(3)	(4)	(6)	(34)
At 31 December 2023	885	142	113	259	1,399
Additions	21	—	3	—	24
Exchange realignment	(8)	—	(1)	—	(9)
At 30 April 2024	898	142	115	259	1,414
DEPRECIATION					
At 1 January 2021	(18)	(5)	(3)	(6)	(32)
Provided for the year	(175)	(21)	(15)	(35)	(246)
Exchange realignment	3	—	—	—	3
At 31 December 2021	(190)	(26)	(18)	(41)	(275)
Provided for the year	(258)	(15)	(20)	(55)	(348)
Exchange realignment	22	2	—	1	25
At 31 December 2022	(426)	(39)	(38)	(95)	(598)
Provided for the year	(252)	(37)	(36)	(66)	(391)
Exchange realignment	12	1	1	3	17
At 31 December 2023	(666)	(75)	(73)	(158)	(972)
Provided for the period	(69)	(12)	(12)	(23)	(116)
Exchange realignment	6	—	1	—	7
At 30 April 2024	(729)	(87)	(84)	(181)	(1,081)
CARRYING AMOUNTS					
At 31 December 2021	441	8	24	48	521
At 31 December 2022	425	95	78	118	716
At 31 December 2023	219	67	40	101	427
At 30 April 2024	169	55	31	78	333

The above items of property and equipment are depreciated on a straight-line basis over the useful lives at the following rates per annum, taking into account the residual value:

Computers	3 years
Furniture and fittings	3 years
Office equipment	3 years
Leasehold improvement	Shorter of 3 years or lease term

16. RIGHT-OF-USE ASSETS

	Office premises	Office equipment	Motor vehicles	Warehouse premises	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
COST					
At 1 January 2021	187	18	4	—	209
Additions	440	—	15	907	1,362
Disposal	—	—	(4)	—	(4)
Exchange realignment	(1)	—	—	—	(1)
At 31 December 2021	626	18	15	907	1,566
Additions	333	20	—	—	353
Exchange realignment	(2)	—	—	—	(2)
At 31 December 2022	957	38	15	907	1,917
Additions	951	—	—	1,360	2,311
Leases expired	—	—	(15)	—	(15)
Exchange realignment	7	—	—	8	15
At 31 December 2023	1,915	38	—	2,275	4,228
Leases expired	(28)	(3)	—	(8)	(39)
Exchange realignment	(8)	—	—	—	(8)
At 30 April 2024	1,879	35	—	2,267	4,181

	Office premises	Office equipment	Motor vehicles	Warehouse premises	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
DEPRECIATION					
At 1 January 2021	(23)	(1)	(4)	—	(28)
Depreciation	(214)	(5)	(15)	(299)	(533)
Disposal	—	—	4	—	4
Exchange realignment	1	—	—	—	1
At 31 December 2021	(236)	(6)	(15)	(299)	(556)
Depreciation	(315)	(4)	—	(413)	(732)
Exchange realignment	1	—	—	—	1
At 31 December 2022	(550)	(10)	(15)	(712)	(1,287)
Depreciation	(512)	(7)	—	(819)	(1,338)
Leases expired	—	—	15	—	15
Exchange realignment	(2)	—	—	(2)	(4)
At 31 December 2023	(1,064)	(17)	—	(1,533)	(2,614)
Depreciation	(186)	(1)	—	(229)	(416)
Leases expired	28	3	—	8	39
Exchange realignment	5	—	—	—	5
At 30 April 2024	(1,217)	(15)	—	(1,754)	(2,986)
CARRYING AMOUNTS					
At 31 December 2021	390	12	—	608	1,010
At 31 December 2022	407	28	—	195	630
At 31 December 2023	851	21	—	742	1,614
At 30 April 2024	662	20	—	513	1,195

	Year ended 31 December			Four months ended 30 April	
	2021	2022	2023	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Total cash outflow for leases	564	787	1,409	254	449

The Target Group leases office premises, office equipment, motor vehicles and warehouse premises during each of the three years ended 31 December 2023 and the four months ended 30 April 2023 (unaudited) and 2024. Lease contracts for premises are entered into for fixed term of 2 to 5 years, without any extension nor termination options, respectively. Lease terms are negotiated

on an individual basis and contain a wide range of different terms and conditions. In determining the lease term and assessing the length of the non-cancellable period, the Target Group applies the definition of a contract and determines the period for which the contract is enforceable.

Restrictions or covenants on leases

In addition, lease liabilities of approximately S$1,026,000, S$626,000, S$1,660,000 and S$1,243,000 are recognized with related right-of-use assets of approximately S$1,010,000, S$630,000, S$1,614,000 and S$1,195,000 as at 31 December 2021, 2022, 2023 and 30 April 2024, respectively. The lease agreements do not impose any covenants other than the security interests in the leased assets that are held by the lessor. Leased assets may not be used as security for borrowing purposes.

17. INTANGIBLE ASSETS

	Software development-in-progress	Software	Customer relationship	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*
COST				
At 1 January 2021	871	9	13,140	14,020
Additions	309	20	—	329
Transfer	(635)	635	—	—
At 31 December 2021	545	664	13,140	14,349
Additions	1,344	217	—	1,561
At 31 December 2022	1,889	881	13,140	15,910
Additions	1,551	—	—	1,551
Transfer	(2,240)	2,240	—	—
At 31 December 2023	1,200	3,121	13,140	17,461
Additions	528	—	—	528
At 30 April 2024	1,728	3,121	13,140	17,989
AMORTIZATION				
At 1 January 2021	—	(17)	—	(17)
Amortization	—	(225)	(3,885)	(4,110)
At 31 December 2021	—	(242)	(3,885)	(4,127)
Amortization	—	(291)	(3,586)	(3,877)
At 31 December 2022	—	(533)	(7,471)	(8,004)
Amortization	—	(506)	(3,276)	(3,782)

	Software development-in-progress	Software	Customer relationship	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*
At 31 December 2023	—	(1,039)	(10,747)	(11,786)
Amortization	—	(207)	(798)	(1,005)
At 30 April 2024	—	(1,246)	(11,545)	(12,791)
CARRYING AMOUNTS				
At 31 December 2021	545	422	9,255	10,222
At 31 December 2022	1,889	348	5,669	7,906
At 31 December 2023	1,200	2,082	2,393	5,675
At 30 April 2024	1,728	1,875	1,595	5,198

The above items of intangible assets are amortized on a straight-line basis over the useful lives, taking into account the residual value:

Software	5 years
Customer relationship	5 years

Software development-in-progress will not be amortized until they are available for use. Instead they will be tested for impairment annually and whenever there is an indication that they may be impaired. Particulars of the impairment testing are disclosed in note 18.

18. GOODWILL

	S$'000
At 1 January 2021, 31 December 2021, 2022, 2023 and 30 April 2024	49,332

Impairment testing on goodwill and Software development in-progress

For the purposes of impairment testing, goodwill and software development in-progress set out above and in note 17 have been allocated to two group of cash generating units ("**CGUs**"), comprising the CGUs in D2C segment and D2B segment separately. The carrying amounts of goodwill and software development in-progress allocated to these groups of CGUs are as follows:

	Goodwill				Software development in-progress			
	As at 31 December			As at 30 April	As at 31 December			As at 30 April
	2021	2022	2023	2024	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*
CGUs in D2C segment . .	27,626	27,626	27,626	27,626	305	1,058	672	968
CGUs in D2B segment . .	21,706	21,706	21,706	21,706	240	831	528	760
Total	49,332	49,332	49,332	49,332	545	1,889	1,200	1,728

In additional to goodwill and software development in-progress, other non-financial assets (including property, plant and equipment, right of use assets and other intangible assets) are allocated to these two groups of CGUs for impairment testing purpose.

The recoverable amount of the two group of CGUs has been determined based on a value in use calculation. That calculation uses cash flow projections based on financial budgets approved by management covering a 5-year period, and pre-tax discount rate of 21%, 22%, 23% and 23% as at 31 December 2021, 2022, 2023 and 30 April 2024, respectively. The two group of CGUs' cash flows beyond the 5-year period are extrapolated using a steady 1.5% growth rate. This growth rate is based on the relevant industry growth forecasts and does not exceed the average long-term growth rate for the relevant industry. Other key assumptions for the value in use calculations relate to the estimation of cash inflows/outflows which include budgeted sales and gross margin, such estimation is based on the past performance and management's expectations for the market development. During the Relevant Periods, the management of the Target Group determines that there is no impairment on the goodwill and software development in-progress. The management of the Target Group determines that there is no reasonable possible change in the key parameters that could cause the carrying amount of the groups of CGUs to exceed the recoverable amount as at the end of each of the Relevant Periods.

The headroom of each group of CGUs (i.e., by how much the recoverable amount would exceed the carrying amount of the groups of CGUs when the key parameters have been applied in the impairment testing during the Track Record Period) is summarized in the following table:

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Headroom				
CGUs in D2C segment	77,699	75,639	67,086	67,641
CGUs in D2B segment	61,050	59,431	52,711	53,146

Based on the impairment test results, there was no impairment of goodwill, intangible assets and other non-financial assets as of the end of each of the Track Record Period. The management conducted sensitivity analyses of the parameters applied in the base version of the impairment test to confirm whether a reasonably possible change in key parameters (discount rate increased by 5%) would cause the carrying amount of the groups of CGUs to exceed its recoverable amount. The results of the sensitivity analyses on the pre-tax discount rate are summarized in the following table:

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Headroom				
CGUs in D2C segment	45,289	44,582	38,633	39,188
CGUs in D2B segment	35,584	35,028	30,355	30,790

On the basis of the analyses performed, the management has represented that they believe a reasonable possible change in the key parameters would not cause the carrying amount of the groups of CGUs to exceed the recoverable amount as at the end of each reporting period.

19. INVENTORIES

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Finished goods	4,483	3,172	861	656

20. TRADE AND OTHER RECEIVABLES

The Target Group

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Trade receivables	15,630	18,209	17,012	13,924
Less: allowance for credit losses	(88)	(70)	(68)	(68)
	15,542	18,139	16,944	13,856
Other tax receivables	275	777	1,987	2,358
Deposits	502	611	703	664
Other receivables	266	541	660	483
Prepayments	77	145	280	265
	16,662	20,213	20,574	17,626
Presented as:				
Current	16,662	20,084	20,490	17,542
Non-current	—	129	84	84
	16,662	20,213	20,574	17,626

The Target Company

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Prepayments	17	41	14	18
Advances to subsidiaries *(Note)*	11,056	19,220	18,511	18,489
	11,073	19,261	18,525	18,507

Note: Advances to subsidiaries are non-interest bearing, unsecured and repayable on demand.

As at 1 January 2021, trade receivables from contracts with customers of the Target Group amounted to approximately S$10,237,000.

The Target Group generally grants credit terms ranging from 30 to 60 days to its corporate customers from the date of invoices. An aging analysis of the trade receivables of the Target Group, net of allowance for impairment losses, presented based on the invoice dates at the end of each reporting period is as follows:

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Within 60 days	11,440	12,527	10,270	10,582
61 days to 90 days	972	658	3,143	955
Over 90 days	3,130	4,954	3,531	2,319
	15,542	18,139	16,944	13,856

The Target Group provides ECL of trade receivables as prescribed by IFRS 9. As at 31 December 2021, 2022, 2023 and 30 April 2024, included in the Target Group's trade receivables balance are debtors with aggregate carrying amount of approximately S$7,169,000, S$10,331,000, S$8,424,000 and S$8,125,000, respectively, which are past due as at the reporting date. Out of the past due balances, approximately S$3,103,000, S$4,101,000, S$2,913,000 and S$2,319,000 has been past due 90 days or more and is not considered as in default because of the historical repayment record of these customers. The Target Group does not hold any collateral over these balances.

Details of impairment assessment of trade and other receivables as at 31 December 2021, 2022, 2023 and 30 April 2024 are set out in Note 34.

21. TRANSFERS OF FINANCIAL ASSETS

The following were the Target Group's trade receivables as at 31 December 2022, 2023 and 30 April 2024 that were transferred to a financial institute by discounting on a full recourse basis. As the Target Group has not transferred the significant risks and rewards, it continues to recognize the full carrying amount and has recognized the cash received on the transfer as a collateralised borrowing (see Note 26). These trade receivables are carried at amortized cost in the consolidated statement of financial position.

	As at 31 December		As at 30 April
	2022	2023	2024
	S$'000	*S$'000*	*S$'000*
Trade receivables discounted to financial institute with full recourse			
Carrying amount of transferred assets	806	1,037	270
Carrying amount of associated liabilities	(806)	(1,037)	(270)
Net position	—	—	—

22. CONTRACT ASSETS

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Service contracts	5,982	1,706	1,680	1,336

As at 1 January 2021, contract assets amounted to S$3,733,000.

The contract assets primarily relate to the Target Group's right to consideration for work completed and not billed because the rights are conditioned on the Target Group's future performance. The contract assets are transferred to trade receivables when the rights become unconditional.

The Target Group's service contracts include payment schedules which require stage payments over the service period once certain specified milestones are reached. The Target Group requires certain customers to provide upfront deposits range from 10% to 20% of total contract sum as part of its credit risk management policies. The Target Group typically transfer to trade receivables when the rights become unconditional.

The Target Group classifies these contract assets as current because the Target Group expects to realize them in its normal operating cycle.

Details of impairment assessment of contract assets are set out in Note 34.

23. CASH AND CASH EQUIVALENTS

The Target Group and the Target Company

Cash and cash equivalents comprise cash held by the Target Group and the Target Company and bank balances for the purpose of meeting the Target Group's and Target Company's short term cash commitments. Bank balances carry variable interest at average market rates of 0.10%, 0.05%, 0.06% and 0.12% per annum as at 31 December 2021, 2022, 2023 and 30 April 2024, respectively.

Details of impairment assessment of bank balances are set out in Note 34.

24. TRADE AND OTHER PAYABLES

The Target Group

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Trade payables *(Note i)*	21,566	27,902	39,000	32,965
Other payables	2,452	515	232	364
Accruals	4,243	4,110	3,493	3,031
Other tax payables	516	962	1,887	1,687
Contract liabilities *(Note ii)*	758	766	659	800
	7,969	6,353	6,271	5,882
	29,535	34,255	45,271	38,847

Notes:

(i) Included in the trade payables, there were balances of S$1,012,000, S$680,000, S$842,000 and S$705,000 due to subsidiaries of a major shareholder of the Target Company, as at 31 December 2021, 2022, 2023 and 30 April 2024 respectively.

(ii) As at 1 January 2021, contract liabilities amounted to S$875,000. Contract liabilities, that are not expected to be settled within the Target Group's normal operating cycle, are classified as current and non-current based on the Target Group's earliest obligation to transfer goods or services to the customers. All of the carried-forward contract liabilities were recognized as revenue in the subsequent financial year when the performance obligations were satisfied.

The Target Company

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Other payables	1	226	656	879
Accruals	1,164	1,059	1,071	1,144
	1,165	1,285	1,727	2,023

The credit period granted by suppliers ranged from 30 to 90 days. The aging analysis of the trade payables of the Target Group presented based on the invoice dates at the end of each reporting period is as follows:

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Within 60 days	20,651	24,717	26,567	17,135
61 to 90 days	707	864	6,948	7,295
Over 90 days	208	2,321	5,485	8,535
	21,566	27,902	39,000	32,965

25. LEASE LIABILITIES

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Lease liabilities payable				
Within one year	706	434	1,207	910
More than one year, but not more than two years	313	126	430	317
More than two years, but not more than five years	7	66	23	16
	1,026	626	1,660	1,243
Less: Amount due for settlement within 12 months shown under current liabilities	(706)	(434)	(1,207)	(910)
Amount due for settlement after 12 months shown under non-current liabilities	320	192	453	333

The weighted average incremental borrowing rates applied to lease liabilities is 5%, 5%, 5% and 5% as at 31 December 2021, 2022, 2023 and 30 April 2024, respectively.

26. BANK AND OTHER BORROWINGS

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Bank borrowings				
— Unsecured and unguaranteed	1,909	1,535	1,146	1,013
Other borrowings				
— Secured and unguaranteed	—	806	1,037	270
	1,909	2,341	2,183	1,283
The carrying amount of the bank borrowings are repayable:				
— Within one year	374	385	366	408
— Within a period of more than one year, but not exceeding two years	388	403	418	424
— Within a period of more than two years, but not exceeding five years	1,147	747	362	181
	1,909	1,535	1,146	1,013
Less: Amount due within one year shown under current liabilities based on scheduled repayment dates	(374)	(385)	(366)	(408)
Amount shown under non-current liabilities	1,535	1,150	780	605
The carrying amount of the other borrowings are repayable:				
— Within one year	—	806	1,037	270
Less: Amount due within one year shown under current liabilities based on scheduled repayment dates	—	(806)	(1,037)	(270)
Amount shown under non-current liabilities	—	—	—	—

The other borrowings of the Target Group of approximately S$806,000, S$1,037,000 and S$270,000 from a financial institution are secured by trade receivables amounted to approximately S$806,000, S$1,037,000 and S$270,000 as at 31 December 2022, 2023 and 30 April 2024, respectively.

The bank and other borrowings as at 31 December 2021, 2022, 2023 and 30 April 2024 are fixed-rate borrowings which carrying interest at a range from 1% to 3.75% per annum.

All bank borrowings are denominated in S$ as at 31 December 2021, 2022, 2023 and 30 April 2024. All other borrowings are denominated in United States Dollars ("**US$**") as at 31 December 2023 and 30 April 2024.

27. CONVERTIBLE LOAN NOTES

The Target Group and the Target Company

The Target Company issued US$7,000,000 (equivalent to S$9,393,000), 10% convertible loan notes at a par value of US$1 each on 27 May 2022 and the subscriber is a subsidiary of the major shareholders of the Target Company. The Target Company shall repay the outstanding principal and any accrued interest in full on the earlier of (a) the date the Target Company consummates an initial public offering or the occurrence of a liquidity event and (b) the date falling 36 months from the first utilization date, excluding the portion of the loan which have been converted on or prior to such date. The convertible loan notes are denominated in US$. The notes entitle the holders a right but not obligation to convert convertible loan notes into ordinary shares of the Target Company upon the 3rd anniversary of the issuance date, further financing, IPO or liquidity event ("**Conversion Events**"). The conversion price is 75% of the fair value of the Target Company's share, as determined in the Conversion Events, per convertible loan note.

In April 2024, the Target Company communicated with the subscriber of convertible loan notes to confirm that it will not exercise its conversion rights of the convertible loan notes. Pursuant to a letter dated 28 June 2024 from the subscriber to the Target Company, the subscriber agreed that, on and from the execution of the Business Combination Agreement (as defined in the Circular) and for so long as the Business Combination Agreement remains in force in accordance with its terms, it will not exercise its conversion rights of the convertible loan notes, and the Target Company is not required to repay all or any part of the outstanding principal and accrued interest before the repayment date. The subscriber further agreed that on and from the closing, any conversion rights which would have arisen from the Business Combination Rights (as defined in the Circular) will be extinguished. Accordingly, there will be no early repayment or redemption, and no shares of the Target Company will be issued to the subscriber under the convertible loan notes.

The convertible loan notes contain two components, debt component and derivative (including conversion options) component. The Target Group designated the convertible loan notes as financial liabilities at FVTPL as a whole.

The convertible loan notes are financial liabilities measured at FVTPL. The directors of the Target Company considered that the changes in the fair value of the financial liabilities attributable to the change in credit risk of the Target Group is minimal. Changes in fair value of the convertible loan notes are charged to profit or loss and presented in "other gain and loss".

The convertible loan notes were valued by the directors of the Target Company with the assistance from an independent qualified professional valuer which has appropriate qualifications and experience in valuation of similar instruments. The Target Company used the discounted cash flow method to determine the total enterprise value and used an option pricing model to determine the underlying share value of the Target Company. A hybrid method of Binomial model is used to arrive the fair value of the convertible loan notes at the end of each reporting period. Key valuation assumptions used to determine the fair value at the end of each reporting period are as follows:

	As at 31 December		As at 30 April
	2022	2023	2024
Share price	S$0.18	S$0.18	S$0.20
Expected volatility	61.30%	45.64%	43.77%
Expected life	2.41 years	1.41 year	1.08 year
Risk free rate	2.98%	3.42%	3.55%
Expected dividend yields	0%	0%	0%

The directors of the Target Company estimated the risk-free interest rate based on the yield of the Singapore Treasury Bonds with a maturity life close to period from the respective valuation dates to the expected conversion dates. Volatility was estimated on each valuation date based on median of historical volatilities of the comparable companies in the same industry for a period from the respective valuation dates to expected conversion dates.

The movement of the convertible loan notes for the year/period is set out as below:

	31 December		30 April
	2022	2023	2024
	S$'000	*S$'000*	*S$'000*
Carrying amount at the beginning of the year/period	—	10,352	12,318
Issuance on 27 May 2022	9,393	—	—
Fair value loss (gain) charged to profit or loss	514	940	(1,667)
Interest charge	445	1,026	366
Carrying amount at the end of the year/period	10,352	12,318	11,017

28. DEFERRED TAX LIABILITY

The following are the deferred tax liabilities recognized by the Target Group and movements during the Relevant Periods.

	Customer relationship
	S$'000
At 1 January 2021	2,767
Credited to profit or loss	(811)
At 31 December 2021	1,956
Credited to profit or loss	(758)
At 31 December 2022	1,198
Credited to profit or loss	(700)
At 31 December 2023	498
Credited to profit or loss	(231)
At 30 April 2024	267

At 31 December 2021, 2022, 2023 and 30 April 2024, the Target Group has unused tax losses of approximately S$23,514,000, S$29,793,000, S$38,939,000 and S$40,322,000, respectively, available for offset against future profits. No deferred tax asset has been recognized due to the unpredictability of future profit streams. As at 31 December 2021, 2022, 2023 and 30 April 2024, tax losses of approximately S$1,936,000, S$3,813,000, S$14,166,000 and S$14,244,000, respectively, will be expired in one to seven years after they were incurred, all other losses may be carried forward indefinitely.

29. SHARE CAPITAL

Authorized, issued and fully paid:

	Ordinary shares	Preference shares	Total
	'000	*'000*	*'000*
	(note 1)	*(note 2)*	
Number of shares			
At 1 January 2021, 31 December 2021, 2022, 2023 and 30 April 2024	228,572	518,220	746,792
	S$'000	*S$'000*	*S$'000*
Amount of share capital			
At 1 January 2021, 31 December 2021, 2022, 2023 and 30 April 2024	22,857	51,822	74,679

Notes:

1. The ordinary shares, which have no par value, carry one vote per share and a right to dividends as and when declared by the Target Company.

2. The preference shares are with the below rights:

   - The preference shares do not contain any redemption or conversion features.
   - The Target Company may in its discretion, pay to the preference share holders a preference dividend at a rate that will be determined by the Target Company. Such preference dividend will be paid in priority to any dividend or distribution in favor of the holders of any other classes of shares in the Target Company.
   - In a liquidation, dissolution or winding up of, by the Target Company, preference share holders are entitled to priority for any distribution or payment in favor of holders of any classes of shares in the Target Company.
   - Preference share holders have the rights to vote at any general meeting. The preference share holders vote in respect of each preference share held, unless if in situation of:
     - Preference dividend or any part thereof is in arrears and has remained unpaid for at least 6 months after it has been declared;
     - The resolution in question varies or abrogates the right of preference shares; and
     - The resolution in question is for the winding-up of the Target Company.

30. SHARE-BASED PAYMENT EXPENSES

The Target Company's share option scheme (the "**Scheme**") was adopted pursuant to a resolution passed on 20 May 2022 for the primary purpose of providing incentives to eligible employees. Under the Scheme, the directors of the Target Company may grant options to eligible employees, including directors of the Target Company and its subsidiaries, to subscribe for shares

in the Target Company. The options granted under the Scheme are effective for a period of 10 years commencing from 20 May 2022 and are with a vesting period of 1 to 2 years service period. The share options will be settled by the Target Company's ordinary shares.

The following table discloses movements of the Target Company's share option held by employees during the Relevant Periods:

			Number of share option			
Category of grantees	**Date of grant**	**Vesting period**	**Balance as at 1 January 2021**	**Awarded during the year**	**Forfeited during the year**	**Balance as at 31 December 2021**
Employees	3 June 2022*	1 January 2021 to 31 December 2022	—	4,344,300	(1,744,825)	2,599,475
Exercisable at the end of the year						—
Weighted average exercise price			—	0.12	0.12	0.12

			Number of share option			
Category of grantees	**Date of grant**	**Vesting period**	**Balance as at 1 January 2022**	**Awarded during the year**	**Forfeited during the year**	**Balance as at 31 December 2022**
Employees	3 June 2022*	1 January 2021 to 31 December 2022	2,599,475	—	(89,528)	2,509,947
Employees	24 May 2023*	1 January 2022 to 31 December 2023	—	5,238,062	(2,225,637)	3,012,425
			2,599,475	5,238,062	(2,315,165)	5,522,372
Exercisable at the end of the year						2,509,947
Weighted average exercise price			0.12	0.16	0.16	0.14

			Number of share option			
Category of grantees	**Date of grant**	**Vesting period**	**Balance as at 1 January 2023**	**Awarded during the year**	**Forfeited during the year**	**Balance as at 31 December 2023**
Employees	3 June 2022*	1 January 2021 to 31 December 2022	2,509,947	—	—	2,509,947
Employees	24 May 2023*	1 January 2022 to 31 December 2023	3,012,425	32,087	—	3,044,512
Employees	15 December 2023*	1 January 2023 to 31 December 2023	—	13,376,969	(4,815,709)	8,561,260
			5,522,372	13,409,056	(4,815,709)	14,115,719
Exercisable at the end of the year						14,115,719
Weighted average exercise price			0.14	0.21	0.21	0.18

			Number of share option			
Category of grantees	**Date of grant**	**Vesting period**	**Balance as at 1 January 2024**	**Awarded during the period**	**Forfeited during the period**	**Balance as at 30 April 2024**
Employees	3 June 2022*	1 January 2021 to 31 December 2022	2,509,947	—	—	2,509,947
Employees	24 May 2023*	1 January 2022 to 31 December 2023	3,044,512	—	—	3,044,512
Employees	15 December 2023*	1 January 2023 to 31 December 2023	8,561,260	—	—	8,561,260
			14,115,719	—	—	14,115,719
Exercisable at the end of the period						14,115,719
Weighted average exercise price			0.18	—	—	0.18

* *The options granted on 3 June 2022 and 24 May 2023 have a 2 years vesting period commenced on 1 January 2021 and 1 January 2022, respectively. The options granted on 15 December 2023 have a 1 year vesting period commenced on 1 January 2023. The Target Company and relevant employees have agreed to the share-based payment arrangement with a shared understanding of the terms and conditions on the grant date of 3 June 2022, 24 May 2023 and 15 December 2023. The Target Group recognized the share-based payments expenses since the commencement of the vesting period on which the employees to whom the options were granted have begun rendering services.*

The aggregate of the estimated fair values of the options granted on 3 June 2022, 24 May 2023 and 15 December 2023 are approximately S$361,000, S$403,000 and S$1,032,000, respectively.

The fair values for options granted were calculated using the Black-Scholes pricing model. The inputs into the model are as follows:

	3 June 2022	24 May 2023	15 December 2023
Share price	S$0.19	S$0.17	S$0.18
Exercised price	S$0.12	S$0.16	S$0.21
Expected volatility	60.24%	69.60%	63.49%
Expected life	3 years	3 years	3 years
Risk free rate	2.44%	2.91%	2.88%
Expected dividend yields	0%	0%	0%

Expected volatility was determined by calculating the historical volatility of the share price of the comparable entities of Target Company over the most recent period that is commensurate with the expected life of the option. The expected life used in the model has been adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions and behavioral considerations.

The total expenses recognized in relation to equity-settled share-based payment transactions during the year ended 31 December 2021, 2022, 2023 and the four months ended 30 April 2023 (unaudited) and 2024 are approximately S$174,000, S$284,000, S$726,000, S$243,000 (unaudited) and nil, respectively.

31. RELATED PARTY DISCLOSURES

(i) Saved as the above transactions and balances as disclosed elsewhere in the Historical Financial Information, the Target Group has following related party transactions with a subsidiary of a major shareholder of the Target Company which have significant influence over the Target Group during the Relevant Periods.

	Year ended 31 December			Four months ended 30 April	
Nature of transactions	**2021**	**2022**	**2023**	**2023**	**2024**
	S$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000*
				(Unaudited)	
Services expenses	1,549	2,014	1,594	472	353
Warehousing expenses	325	575	642	155	93
Marketing expenses	2,191	3,445	2,892	821	1,065
IT expenses	22	130	247	127	62

(ii) The compensations to key management personnel consist mainly of directors' emoluments as disclosed in Note 11.

32. RETIREMENT BENEFIT SCHEMES

As prescribed by the Central Provident Fund Board of Singapore, the Target Group's employees employed in Singapore who are Singapore Citizens or Permanent Residents are required to join the Central Provident Fund scheme. The Target Group's contribution rates of the eligible employees' salaries remain the same, with each employee's qualifying salary capped at S$6,000 per month.

The employees of the Target Group's subsidiaries in other jurisdictions participate in defined contribution plans in respective jurisdictions. The subsidiaries are required to contribute a certain percentage of their payroll to the defined contribution plans to fund the benefits. The only obligations of the Target Group with respect to the defined contribution plans is to make the required contributions under the respective plans.

The total costs charged to profit or loss, amounting to approximately S$917,000, S$1,168,000, S$1,458,000, S$413,000 (unaudited) and S$434,000 for the years ended 31 December 2021, 2022, 2023 and the four months ended 30 April 2023 and 2024, respectively, represent contributions paid to the retirement benefits scheme by the Target Group.

33. CAPITAL RISK MANAGEMENT

The Target Group manages its capital to ensure that the group companies will be able to continue as a going concern while maximizing the return to shareholders through the optimisation of the debt and equity balance. The overall strategy remains unchanged throughout the each of the three years ended 31 December 2023 and the four months ended 30 April 2024.

The capital structure of the Target Group consists of net debt, which includes bank and other borrowings, convertible loan notes, net of cash and cash equivalents, and share capital.

The management of the Target Group reviews the capital structure regularly. As part of the review, the directors of the Target Company consider the cost and the risks associated with each class of the capital. Based on the recommendations of the management of the Target Group, the Target Group will balance its overall capital structure through issue of new shares, issue of new debt and redemption of existing debts.

34. FINANCIAL INSTRUMENTS

Categories of financial instruments

The Target Group

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Financial assets				
At amortized cost	29,424	34,303	33,405	21,282
Financial liabilities				
At amortized cost	30,170	34,868	44,908	37,643
Convertible loan notes	—	10,352	12,318	11,017

The Target Company

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Financial assets				
At amortized cost	11,073	19,261	18,525	18,507
Financial liabilities				
At amortized cost	1,165	1,285	1,727	2,023
Convertible loan notes	—	10,352	12,318	11,017

Financial risk management objectives and policies

The Target Group's and the Target Company's financial instruments include advances to subsidiaries, trade and other receivables, contract assets, cash and cash equivalents, trade and other payables, lease liabilities, bank and other borrowings and convertible loan notes.

Details of these financial instruments are disclosed in the respective notes. The risks associated with these financial instruments include market risks (currency risk and interest rate risk), credit risk and liquidity risk. The policies on how to mitigate these risks are set out below. The management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

Currency risk

Several subsidiaries of the Target Group have sales and purchases and convertible loan notes denominated in currencies other than the functional currency of the group entity, which expose the Target Group to foreign currency risk during each of the three years ended 31 December 2023 and the four months ended 30 April 2023 (unaudited) and 2024.

The Target Group currently does not have a foreign currency hedging policy. However, management of the Target Group monitors foreign exchange exposure and will consider hedging significant foreign currency exposure should the need arise.

The carrying amounts of the Target Group's and the Target Company's foreign currency denominated monetary assets and monetary liabilities at the end of each reporting period are as follows:

The Target Group

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Assets				
US$	35	1,382	862	601
Liabilities				
US$	—	11,177	13,550	11,530

The Target Company

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Liabilities				
US$	—	10,352	12,318	11,017

The following tables details the Target Group's and the Target Company's sensitivity to a 10% weakening in the functional currencies of group entities against the relevant foreign currencies of respective group entities, while all other variables are held constant. 10% is the sensitivity rate used when reporting foreign currency risk internally to key management personnel

and represents the management's assessment of the reasonably possible change in foreign exchange rates. The sensitivity analysis includes only outstanding monetary items denominated in foreign currencies at the year end. For a 10% weakening of the functional currencies of group entities against the relevant foreign currencies, these would be an equal and opposite impact on loss for the year.

The Target Group

	Decrease (Increase) in loss for the year/period			
	As at 31 December			As at
	2021	2022	2023	30 April 2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
US$	4	(980)	(1,269)	(1,093)

The Target Company

	Decrease in loss for the year/period			
	As at 31 December			As at
	2021	2022	2023	30 April 2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
US$	—	(1,035)	(1,232)	(1,102)

Interest rate risk

The Target Group is exposed to fair value interest rate risk in relation to the Target Group's fixed-rate lease liabilities, bank and other borrowings, and convertible loan notes as at 31 December 2021, 2022, 2023 and 30 April 2024. The Target Group is also exposed to cash flow interest rate risk in relation to variable-rate bank balances. The Target Group cash flow interest rate risk is mainly concentrated on the fluctuation of interest rates on bank balances. The Target Group currently does not have interest rate risk hedging policy. However, management of the Target Group closely monitors its exposure to future cashflow interest rate risk as a result of change on market interest rate and will consider hedging changes in market interest rates should the need arise.

The directors of the Target Company consider that the overall interest rate risks for bank balances, bank and other borrowing, lease liabilities and convertible loan notes are not significant, and therefore no sensitivity analysis is disclosed.

Credit risk and impairment assessment

Credit risk refers to the risk that the Target Group's and the Target Company's counterparties default on their contractual obligations resulting in financial losses to the Target Group and the Target Company. The Target Group's and the Target Company's credit risk is primarily attributable to advances to subsidiaries, trade and other receivables, contract assets and bank balances. The Target Group and the Target Company do not hold any collateral or other credit enhancements to cover its credit risks associated with its financial assets.

The Target Group performed impairment assessment for financial assets under ECL model. Information about the Target Group's credit risk management, maximum credit risk exposures and the related impairment assessment are summarized as below:

Trade receivables and contract assets arising from contacts from customers

In order to minimize the credit risk on trade receivables and contract assets, the management of the Target Group has delegated a team responsible for monitoring procedures to ensure that follow-up action is taken to recover overdue debts. In addition, the management of the Target Group reviews the recoverable amount of each individual debt at the end of each reporting period to ensure that adequate provisions for impairment losses are made for irrecoverable amounts on trade receivables and contract assets.

The Target Group always recognizes lifetime ECL for trade receivables and contract assets. The Target Group determines the expected credit losses on these items based on historical credit loss experience and past due status, adjusted as appropriate to reflect current conditions and estimates of future economic conditions.

As at 31 December 2021, 2022, 2023 and 30 April 2024, the Target Group provided approximately S$88,000, S$70,000, S$68,000 and S$68,000, respectively impairment allowance for trade receivables and contract assets.

Advances to subsidiaries/other receivables and deposits

The management of the Target Group and Target Company make periodic individual assessment on the recoverability of significant balances based on historical settlement records, past experience, and also available reasonable and supportive forward-looking information. As at 31 December 2021, 2022, 2023 and 30 April 2024, the Target Group assessed that the ECL for advances to subsidiaries, other receivables and deposits was insignificant.

Bank balances

The credit risk for bank balances are limited because the counterparties are banks with high credit ratings assigned by international credit-rating agencies. There has been no history of default in relation to these banks. The Target Group performs impairment assessment on the bank balances under 12-month ECL model. The management of the Target Group considers the risk of default is regarded as low based on the average loss rate by reference to credit ratings assigned by international credit-rating agencies. As at 31 December 2021, 2022, 2023 and 30 April 2024, the Target Group assessed that the ECL for bank balances were insignificant.

The Target Group's and Target Company's internal credit risk grading assessment comprises the following categories:

Internal credit rating	Description	Trade receivables and contract assets	Other financial assets
Low risk	The counterparty has a low risk of default and does not have any past-due amounts.	Lifetime ECL — not credit-impaired	12-month ECL
Doubtful	There have been significant increases in credit risk since initial recognition through information developed internally or external resources.	Lifetime ECL — not credit-impaired	Lifetime ECL — not credit-impaired
Loss.	There is evidence indicating the asset is credit-impaired.	Lifetime ECL — credit-impaired	Lifetime ECL — credit-impaired
Write-off.	There is evidence indicating that the debtor is in severe financial difficulty and the Target Group has no realistic prospect of recovery.	Amount is written off	Amount is written off

The tables below detail the credit risk exposures of the Target Group's and financial assets which are subject to ECL assessment:

The Target Group

					Gross carrying amount			
					As at 31 December			As at 30 April
	Notes	External credit rating	Internal credit rating	12-month or lifetime ECL	2021	2022	2023	2024
					S$'000	*S$'000*	*S$'000*	*S$'000*
Amortized cost								
Trade receivables. . .	20	N/A	Low risk	Lifetime ECL	8,461	7,878	8,588	5,799
			Doubtful	Lifetime ECL	7,081	10,261	8,356	8,057
			Loss	Lifetime ECL	88	70	68	68
Other receivables. . .	20	N/A	Low risk	12-month ECL	768	1,152	1,363	1,147
Contract assets	22	N/A	Low risk	Lifetime ECL	5,982	1,706	1,680	1,336
Bank balances	23	A1-Aa2	N/A	12-month ECL	7,132	13,306	13,418	4,943

The Target Company

					Gross carrying amount			
					As at 31 December			As at 30 April
	Note	External credit rating	Internal credit rating	12-month or lifetime ECL	2021	2022	2023	2024
					S$'000	*S$'000*	*S$'000*	*S$'000*
Amortized cost								
Advances to subsidiaries	20	N/A	Low risk	Lifetime ECL	11,056	19,220	18,511	18,489

As part of the Target Group's credit risk management, the Target Group applies internal credit rating for its customers. The following table provides information about the exposure to credit risk for trade receivables and contract assets which are assessed on a collective basis within lifetime ECL (not credit-impaired). Credit-impaired debtors with gross carrying amounts of S$88,000, S$70,000, S$68,000 and S$68,000 as at 31 December 2021, 2022, 2023 and 30 April 2024 respectively were assessed collectively.

	2021		2022		2023		30 April 2024	
Internal credit rating	Average loss rate	Trade receivables and contract assets	Average loss rate	Trade receivables and contract assets	Average loss rate	Trade receivables and contract assets	Average loss rate	Trade receivables and contract assets
Low risk	0.20%	14,443	0.14%	9,584	0.14%	10,268	0.14%	7,135
Doubtful	0.50%	7,081	0.50%	10,261	0.50%	8,356	0.50%	8,057
		21,524		19,845		18,624		15,192

The estimated loss rates are estimated based on historical observed default rates over the expected life of the debtors and are adjusted for forward-looking information that is available without undue cost or effort. The grouping is regularly reviewed by management to ensure relevant information about specific debtors is updated.

During the years ended 31 December 2021, the Target Group provided approximately S$68,000 impairment allowance for trade receivables and contract assets; while for the years ended 31 December 2022, 2023 and the four months ended 30 April 2023 and 2024, the Target Group reversed the impairment allowance for trade receivables and contract assets of approximately S$18,000, S$2,000, nil (unaudited) and nil, respectively, based on collective assessment.

The following table shows the movement in lifetime ECL that has been recognized for trade receivables and contract assets under the simplified approach.

	Lifetime ECL (not credit-impaired)	**Lifetime ECL (credit-impaired)**	**Total**
	S$'000	*S$'000*	*S$'000*
At 1 January 2021	20	—	20
— Transfer to credit-impaired	(20)	20	—
— Impairment loss recognized	—	1	1
New financial assets originated net of those derecognized due to settlement	67	—	67
At 31 December 2021	67	21	88
— Impairment loss reversed	(52)	(21)	(73)
— Transfer to credit-impaired	(15)	15	—
New financial assets originated net of those derecognized due to settlement	55	—	55
At 31 December 2022	55	15	70
— Impairment loss reversed	(41)	(15)	(56)
— Transfer to credit-impaired	(14)	14	—
New financial assets originated net of those derecognized due to settlement	54	—	54
At 31 December 2023 and 30 April 2024	54	14	68

Liquidity risk

As at 30 April 2024, the Target Group and the Target Company's recorded net current liabilities of approximately S$15,961,000 and S$1,995,000 respectively. In the management of the liquidity risk, the Target Group and the Target Company monitor and maintain a level of cash and cash equivalents deemed adequate by the management to finance the Target Group's and the Target Company's operations and mitigate the effects of fluctuations in cash flows. The Target Group and the Target Company rely on issuance of convertible loan notes and bank and other borrowings as a significant sources of liquidity.

The following table details the Target Group's and the Target Company's remaining contractual maturity for its financial liabilities. The tables have been drawn up based on the undiscounted cashflows of financial liabilities based on the earliest date on which the Target Group and the Target Company can be required to pay. The table includes both interest and principal cash flows.

Liquidity tables

The Target Group

	Interest rate	Less than 1 year	1–2 years	2–5 years	Undiscounted cash flows	Carrying amount
	%	*S$'000*	*S$'000*	*S$'000*	*S$'000*	*S$'000*
As at 31 December 2021						
Trade and other payables	—	28,261	—	—	28,261	28,261
Bank and other borrowings	3.75	388	410	1,235	2,033	1,909
Lease liabilities	5.00	741	337	8	1,086	1,026
		29,390	747	1,243	31,380	31,196
As at 31 December 2022						
Trade and other payables	—	32,527	—	—	32,527	32,527
Bank and other borrowings	2.80	1,224	420	789	2,433	2,341
Convertible loan notes	10.00	—	—	12,565	12,565	10,352
Lease liabilities	5.00	456	136	73	665	626
		34,207	556	13,427	48,190	45,846
As at 31 December 2023						
Trade and other payables	—	42,725	—	—	42,725	42,725
Bank and other borrowings	2.44	1,442	436	383	2,261	2,183
Convertible loan notes	10.00	—	12,377	—	12,377	12,318
Lease liabilities	5.00	1,283	485	4	1,772	1,660
		45,450	13,298	387	59,135	58,886
As at 30 April 2024						
Trade and other payables	—	36,360	—	—	36,360	36,360
Bank and other borrowings	2.44	715	439	183	1,337	1,283
Convertible loan notes	10.00	—	12,856	—	12,856	11,017
Lease liabilities	5.00	956	333	17	1,306	1,243
		38,031	13,628	200	51,859	49,903

The Target Company

The financial liabilities of the Target Company represent (i) non-interest bearing other payables of S$1,165,000, S$1,285,000 and S$1,727,000 and S$2,023,000 as at 31 December 2021, 2022, 2023 and 30 April 2024, respectively, and the undiscounted cash flows for which approximate to their carrying amounts, and (ii) convertible loan notes of S$10,352,000, S$12,318,000 and S$11,017,000 as at 31 December 2022, 2023 and 30 April 2024, respectively, and the undecorated cash flows for which are S$13,079,000, S$14,132,000 and S$12,856,000 as at 31 December 2022, 2023 and 30 April 2024, respectively.

Fair value measurements of financial instruments

Some of the Target Group's financial instruments are measured at fair value for financial reporting purposes. The management determines the appropriate valuation techniques and inputs for fair value measurements.

Fair value of the Target Group's financial assets and financial liabilities that are measured at fair value on a recurring basis

The Target Group's and the Target Company's convertible loan notes designated as financial liabilities at FVTPL are measured at fair value at 31 December 2022, 2023 and 30 April 2024 and are grouped under Level 3 hierarchy. The fair values are estimated based on binomial method, details of the valuation parameters and major assumptions used in the valuation are disclosed in Note 27. Fair value of convertible loan notes is most significantly affected by volatility. An increase in volatility would cause increase in the fair value of convertible loan notes. A 5% increase/decrease in the volatility and holding all other variables constant would increase/decrease the fair value of the convertible loan notes of the Target Group and the Target Company by S$468,000/S$468,000 as at 31 December 2022, S$21,000/S$21,000 as at 31 December 2023 and nil/nil as at 30 April 2024. There was no transfer among different levels of the fair value hierarchy during the Relevant Period.

Reconciliation of Level 3 fair value measurements

Details of reconciliation of Level 3 fair value measurement for convertible loan notes are set out in Note 27. Fair value loss of S$514,000, loss of S$940,000 and gain of S$1,667,000 related to convertible loan notes held at 31 December 2022, 2023 and as at 30 April 2024, respectively, are recognized in the consolidated statements of profit or loss and other comprehensive income.

Fair value of financial assets and financial liabilities that are not measured at fair value

The management of the Target Group considers that the carrying amounts of other financial assets and financial liabilities recognized in the Historical Financial Information approximate their fair values. Such fair values have been determined in accordance with generally accepted pricing models based on discounted cash flow analysis.

35. MOVEMENT ON TARGET GROUP'S LIABILITIES ARISING FROM FINANCING ACTIVITIES

The table below details changes in the Target Group's liabilities arising from financing activities, including both cash and non-cash changes. Liabilities arising from financing activities are those for which cash flows were, or future cash flows will be, classified in the Target Group's consolidated statements of cash flows as cash flows from financing activities.

	Convertible loan notes	Bank and other borrowings	Lease liabilities	Total
	S$'000	*S$'000*	*S$'000*	*S$'000*
At 1 January 2021	—	—	184	184
Financing cash flows	—	1,891	(564)	1,327
New leases entered	—	—	1,362	1,362
Finance costs	—	18	44	62
At 31 December 2021	—	1,909	1,026	2,935
Financing cash flows	9,393	343	(787)	8,949
Finance costs	445	89	34	568
Fair value loss	514	—	—	514
New leases entered	—	—	353	353
At 31 December 2022	10,352	2,341	626	13,319
Financing cash flows	—	(658)	(1,409)	(2,067)
Finance costs	1,026	500	132	1,658
Fair value loss	940	—	—	940
New leases entered	—	—	2,311	2,311
At 31 December 2023	12,318	2,183	1,660	16,161
Financing cash flows	—	(958)	(449)	(1,407)
Finance costs	366	58	32	456
Fair value gain	(1,667)	—	—	(1,667)
At 30 April 2024	11,017	1,283	1,243	13,543
At 1 January 2023	10,352	2,341	626	13,319
Financing cash flows (unaudited)	—	1,614	(254)	1,360
Finance costs (unaudited)	327	174	5	506
Fair value loss (unaudited)	313	—	—	313
At 30 April 2023 (unaudited)	10,992	4,129	377	15,498

36. PARTICULARS OF SUBSIDIARIES

During the Relevant Periods and as at the date of this report, the Target Company has direct and indirect equity interests in the following subsidiaries:

Name of subsidiaries	Principal activities	Country of incorporation and operation	Voting power held and ownership interest				
			As at 31 December			As at 30 April	As at the date of this report
			2021	2022	2023	2024	
			%	%	%	%	
Synagie Pte. Ltd *(note a)*	D2C and D2B	Singapore	100	100	100	100	100
Synagie Sdn. Bhd. *(note b)*	D2C and D2B	Malaysia	100	100	100	100	100
Synagie Inc. *(note c)*	D2C and D2B	Philippines	100	100	100	100	100
Synagie (Vietnam) Company Limited *(note d)*	D2C and D2B	Vietnam	100	100	100	100	100
Synagie (Thailand) Ltd. *(note e)*	D2C and D2B	Thailand	97.76	97.76	97.76	97.76	97.76
Synagie (Corporation) Thailand Ltd. *(note e)*	Investment Holding	Thailand	97.76	97.76	97.76	97.76	97.76
Synagie Hong Kong Limited *(note f)*	D2C and D2B	Hong Kong	100	100	100	100	100
PT Synagie Ecommerce Indonesia *(note g)*	D2C and D2B	Indonesia	99.6	99.6	99.6	99.6	99.6
Synagie Solution Pte Ltd *(note h)*	D2B	Singapore	n/a	100	100	100	100
Synagie Supply Chain Pte Ltd *(note h)*	D2B	Singapore	n/a	100	100	100	100
Synagie Corporation Spain S.L. *(note h)*	D2C and D2B	Spain	n/a	100	100	100	100
Enversiv Limited *(note h)*	D2B	Hong Kong	n/a	100	100	100	100
Enversiv Sdn Bhd *(note h)*	D2B	Malaysia	n/a	100	100	100	100

Notes:

(a) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with Singapore Financial Reporting Standards and were audited by Deloitte & Touche LLP, a certified public accountant registered in the Singapore.

(b) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with relevant Malaysian Financial Reporting Standards and were audited by Deloitte Touche Tohmatsu Limited, a certified public accountant registered in Malaysia.

(c) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with relevant Philippine Financial Reporting Standards and were audited by Navarro Amper & Co, a certified public accountant registered in the Philippines.

(d) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with relevant Vietnamese Financial Reporting Standards and were audited by Deloitte Vietnam Co., Ltd., a certified public accountant registered in Vietnam.

(e) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with relevant Thai Financial Reporting Standards and were audited by Deloitte Touche Tohmatsu Jaiyos Audit Co., Ltd., a certified public accountant registered in Thailand.

(f) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with relevant Hong Kong Financial Reporting Standards and were audited by BDO Limited, a certified public accountant registered in Hong Kong.

(g) The statutory financial statements of this entity for the years ended 31 December 2021, 2022 and 2023 were prepared in accordance with relevant Indonesian Financial Reporting Standards and were audited by Tanubrata Sutanto Fahmi Bambang & Rekan, a certified public accountant registered in Indonesia.

(h) These entities are not subject to statutory audit since incorporation because they are either exempted from statutory audit requirement under the relevant local regulations or they incorporated in the jurisdictions where there is no statutory audit requirements.

None of the subsidiaries had issued any debt securities at 31 December 2021, 2022, 2023 and 30 April 2024.

37. CAPITAL COMMITMENTS

	As at 31 December			As at 30 April
	2021	2022	2023	2024
	S$'000	*S$'000*	*S$'000*	*S$'000*
Capital expenditure in respect of the acquisition of property and equipment contracted for but not provided in the Historical Financial Information	417	471	95	505

38. EVENT AFTER THE REPORTING PERIOD

Five private investment in public equity ("**PIPE**") investors had entered into investment agreements with the Target Company, pursuant to which such PIPE investors had provided an investment loan facility to the Target Company for an aggregate principal amount of S$10,600,000 in May 2024 and which further provided that such PIPE Investors could subscribe for shares as a PIPE investor where the Target Company participated in a de-SPAC transaction. The rate of interest on the principal amount under the investment agreements is 1.25% per month, and the principal amount and the accrued interest will be repaid within 37 months from the respective date of the investment agreements. As at the date of this report, the PIPE investors had signed the respective PIPE investment agreements with the Target Company, which provide that the payment obligations of the investment amount of each of the PIPE investors under the PIPE investment agreements shall be deemed to be satisfied upon the assignment of the principal and all accrued interest (regardless whether the closing will occur within nine months from the date of the investment agreements) owing by the Target Company to these PIPE Investors, effective upon closing of the PIPE investments agreements.

On 28 June 2024, the Target Company entered into the business combination agreement with the Company in relation to the De-SPAC Transaction; and the PIPE Investment Agreements with the Company and certain investors in relation to the PIPE investments.

On 2 October 2024, the Target Company had granted (i) bonus share awards in respect of an aggregate of 53,926,868 ordinary shares of the Target Company; and (ii) options in respect of an aggregate of 38,819,904 ordinary shares of the Target Company to management and employees of the Target Group, under the Scheme which was amended and restated on 28 June 2024 and 20 September 2024 by the board of directors of the Target Company.

39. SUBSEQUENT FINANCIAL STATEMENTS

No audited financial statements of the Target Group, the Target Company or any of its subsidiaries have been prepared in respect of any period subsequent to 30 April 2024.

I. AUDITED FINANCIAL STATEMENTS OF THE COMPANY FOR THE PERIOD FROM NOVEMBER 25, 2021 TO DECEMBER 31, 2021 AND THE YEAR ENDED DECEMBER 31, 2022

The financial information of the Company for the period from January 26, 2022 (being the date of incorporation of the Company) to December 31, 2022 and the year ended December 31, 2023 were disclosed in the independent auditor's report for the period from January 26, 2022 to December 31, 2022 on pages 49 to 82 of the annual report of the Company for the period from January 26, 2022 to December 31, 2022 (the "**2022 Annual Report**") and the independent auditor's report for the year ended December 31, 2023 on pages 46 to 80 of the annual report of the Company for the year ended December 31, 2023 (the "**2023 Annual Report**"), respectively, which were published on the websites of the Stock Exchange and the Company.

The hyperlinks of the 2022 Annual Report and the 2023 Annual Report are as follows:

- 2022 Annual Report:
  https://www1.hkexnews.hk/listedco/listconews/sehk/2023/0420/2023042000003.pdf

- 2023 Annual Report:
  https://www1.hkexnews.hk/listedco/listconews/sehk/2024/0326/2024032600520.pdf

II. MANAGEMENT DISCUSSION AND ANALYSIS OF HISTORICAL RESULTS OF OPERATIONS

During the period from January 26, 2022 (being the date of incorporation of the Company) to December 31, 2022 and the year ended December 31, 2023, the Company did not engage in any operations and did not generate any revenue. The management discussion and analysis of the results of the Company for that period/year were set out in "Management Discussion and Analysis" on pages 8 to 12 of the 2022 Annual Report and "Management Discussion and Analysis" on pages 8 to 11 of the 2023 Annual Report, respectively, which provide further information relating to the financial condition and results of the Company during that period/year.

The information therein speak as of the date they were originally published. The Company's prospects and intentions will have changed since that date, and the reader should therefore not place undue reliance on this information, particularly the information consisting of or relating to forward-looking or future statements.

III. MATERIAL CHANGE

The Directors confirm that, save with respect to the De-SPAC Transaction, there had been no material change in the financial or trading position or outlook of the Company since December 31, 2023 (being the date to which the last audited financial statements of the Company were prepared as set out in this appendix to this circular) up to and including the Latest Practicable Date.

IV. LIQUIDITY AND INDEBTEDNESS DISCLOSURE

The Company expects its primary liquidity requirements prior to the completion of the De-SPAC Transaction to include general working capital needs and expense relating to the De-SPAC Transaction. The Company intends to satisfy its liquidity requirements primarily by utilizing (i) proceeds from the sale of the Promoter Warrants (which are held outside of the SPAC Offering Escrow Account), (ii) interests or other income earned on funds held in the SPAC Offering Escrow Account and (iii) a loan facility provided by the Promoters in an aggregate principal amount of up to HK$10.0 million, on which the Company can draw down to finance its expenses if the proceeds from the sale of the Promoter Warrants and the interest and other income earned on the funds held in the SPAC Offering Escrow Account are insufficient.

The following table sets forth the details of the indebtedness of the Company as of the dates indicated:

	As of		
	December 31, 2022	**December 31, 2023**	**August 31, 2024**
		(HK$'000)	
			(Unaudited)
Redemption liabilities arising from the SPAC Shares			
Unsecured and unguaranteed	1,000,500	1,000,500	1,005,939
SPAC Warrants			
Unsecured and unguaranteed	146,158	144,312	143,217
	1,146,658	1,144,812	1,149,156

As of December 31, 2023, no amount had been drawn down under the HK$10 million loan facility, and the Company did not have other borrowings.

Except as disclosed above, as of August 31, 2024, the Company did not have any outstanding or authorized but unissued debt securities, term loan, other borrowings, liabilities under acceptance or other similar indebtedness, hire purchase commitments, mortgages and charges, guarantees or other material contingent liabilities.

A. BASIS OF PREPARATION OF THE PRO FORMA FINANCIAL INFORMATION OF THE SUCCESSOR GROUP

The unaudited pro forma financial information presented below is prepared to illustrate (a) the consolidated financial position of the Successor Group (as defined in the Circular) as if the De-SPAC Transaction had been completed on 30 June 2024; (b) the consolidated results and cash flows of the Successor Group as if the De-SPAC Transaction had been completed on 1 January 2023; and (c) the consolidated net tangible assets of the Successor Group attributable to the owners of the Successor Company as if the De-SPAC Transaction had been completed on 30 June 2024. These periods are presented on the basis that the Target Company is the accounting acquirer.

The unaudited pro forma consolidated financial information of the Successor Group is presented in S$ and has been prepared for illustrative purposes only and is based on certain assumptions, estimates and currently available information. Because of its hypothetical nature, it may not give a true picture of the consolidated financial position of the Successor Group as at 30 June 2024 or the consolidated results and cash flows of the Successor Group for the year ended 31 December 2023 had the De-SPAC Transaction been completed as at the specified dates or any other dates.

The pro forma financial information is prepared based on the consolidated statement of financial position of HK Acquisition Corporation ("**HKAC**") as at 30 June 2024 as set out in the interim report of HKAC for the six months ended 30 June 2024 which was published on 21 August 2024 and the statement of profit or loss and other comprehensive income and the cash flow statement of HKAC for the year ended 31 December 2023 as set out in the annual report of HKAC for the year ended 31 December 2023 which was published on 28 February 2024 and the consolidated statement of financial position of Synagistics Pte. Ltd. (the "**Target Company**") and its subsidiaries (hereinafter collectively referred to as the "**Target Group**") as at 30 April 2024 and the consolidated statement of profit or loss and other comprehensive income and the consolidated statement of cash flows of the Target Group for the year ended 31 December 2023 extracted from the accountants' report of the Target Group as set out in Appendix I of this Circular after giving effect to the pro forma adjustments described in the accompanying notes which are directly attributable to the De-SPAC Transaction and factually supportable and were prepared in accordance with Rules 4.29 and 14.69(4)(a)(ii) of the Listing Rules.

The pro forma financial information is prepared assuming (i) 55,124,000 shares of the Successor Company ("**Successor Shares**") (subject to adjustments) are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (ii) there is no Permitted Equity Financing that can be fulfilled under Scenario I (see details below) and there is Permitted Equity Financing of HK$15,000,000 that can be fulfilled under Scenario II (see details below), and (iii) no SPAC

Warrant (as defined in the Circular) holder elects to redeem any SPAC Warrants pursuant to the Warrant Redemption. In addition, the unaudited pro forma financial information presents two redemption scenarios as set out below.

- **Assuming no Redemptions (Scenario I):** This presentation assumes that no shareholders of HKAC Class A Shares of HKAC ("**SPAC Shares**") exercise their rights to redeem any of their SPAC Shares of HKAC and thus the full amount held in the Escrow Account at Closing is available to the De-SPAC Transaction.

- **Assuming maximum Redemptions (Scenario II):** This presentation assumes that 100,050,000 SPAC Shares of HKAC are redeemed, which represents the maximum amount of redemption. The Scenario II is prepared based on the same assumptions under Scenario I, with additional adjustments to reflect the effect of maximum redemptions.

The unaudited pro forma financial information should be read in conjunction with:

- the accompanying notes to the unaudited pro forma financial information;

- the Historical Financial Information of the Target Group as of 30 April 2024 and for the year ended 31 December 2023, and the related notes thereto, as set out in Appendix I to this Circular;

- the audited financial statements of HKAC for the year ended 31 December 2023, and the related notes thereto, as set out in the annual report of HKAC for the year ended 31 December 2023 which was published on 28 February 2024;

- the unaudited condensed financial statements of HKAC for the six months ended 30 June 2024, and the related notes thereto, as set out in the interim report of HKAC for the six months ended 30 June 2024 which was published on 21 August 2024; and

- the financial information of the De-SPAC Transaction and other financial information included elsewhere in this Circular.

B. UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE SUCCESSOR GROUP

(i) Unaudited Pro Forma Consolidated Statement of Financial Position of the Successor Group as at 30 June 2024

	As at 30 June 2024		As at 30 April 2024		Pro forma adjustments					As at 30 June 2024 The Successor Group (Scenario I)	Pro forma adjustments			As at 30 June 2024 The Successor Group (Scenario II)
	HKAC *(Note 1)*		The Target Group *(Note 2)*	Subtotal										
	HK$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000 (Note 3(a))*	*S$'000 (Note 4(a))*	*S$'000 (Note 5)*	*S$'000 (Note 6(a))*	*S$'000 (Note 7)*	*S$'000*	*S$'000 (Note 5)*	*S$'000 (Note 6(a))*	*S$'000 (Note 7)*	*S$'000*
NON-CURRENT ASSETS														
Property, plant and equipment	27	5	333	338	—	—	—	—	—	338	—	—	—	338
Right-of-use assets	—	—	1,195	1,195	—	—	—	—	—	1,195	—	—	—	1,195
Intangible assets	—	—	5,198	5,198	—	—	—	—	—	5,198	—	—	—	5,198
Goodwill	—	—	49,332	49,332	—	—	—	—	—	49,332	—	—	—	49,332
Restricted bank balances	1,011,121	175,935	—	175,935	—	—	—	(175,935)	—	—	—	—	—	—
Other receivables	—	—	84	84	—	—	—	—	—	84	—	—	—	84
	1,011,148	175,940	56,142	232,082	—	—	—	(175,935)	—	56,147	—	—	—	56,147
CURRENT ASSETS														
Inventories	—	—	656	656	—	—	—	—	—	656	—	—	—	656
Trade and other receivables	15,694	2,731	17,542	20,273	—	(435)	—	—	—	19,838	—	—	—	19,838
Contract assets	—	—	1,336	1,336	—	—	—	—	—	1,336	—	—	—	1,336
Cash and cash equivalents	7,889	1,373	4,943	6,316	(11,230)	(9,185)	77,692	175,935	—	239,528	2,610	(175,935)	—	66,203
	23,583	4,104	24,477	28,581	(11,230)	(9,620)	77,692	175,935	—	261,358	2,610	(175,935)	—	88,033
CURRENT LIABILITIES														
Trade and other payables	7,486	1,303	38,847	40,150	—	(1,238)	—	—	—	38,912	—	—	—	38,912
Lease liabilities	—	—	910	910	—	—	—	—	—	910	—	—	—	910
Bank and other borrowings	—	—	678	678	—	—	—	—	—	678	—	—	—	678
Redemption liabilities arising from the SPAC Shares	1,023,798	178,141	—	178,141	—	—	—	(178,141)	—	—	—	—	—	—
Financial liabilities at FVTPL	—	—	—	—	—	—	—	15,886	—	15,886	—	—	—	15,886
SPAC Warrants	146,748	25,534	—	25,534	—	—	—	—	—	25,534	—	—	—	25,534
Income tax payable	—	—	3	3	—	—	—	—	—	3	—	—	—	3
	1,178,032	204,978	40,438	245,416	—	(1,238)	—	(162,255)	—	81,923	—	—	—	81,923
NET CURRENT (LIABILITIES) ASSETS	(1,154,449)	(200,874)	(15,961)	(216,835)	(11,230)	(8,382)	77,692	338,190	—	179,435	2,610	(175,935)	—	6,110

	As at 30 June 2024		As at 30 April 2024		Pro forma adjustments					As at 30 June 2024 The Successor Group (Scenario I)	Pro forma adjustments			As at 30 June 2024 The Successor Group (Scenario II)
	HKAC *(Note 1)*		The Target Group *(Note 2)*	Subtotal										
	HK$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000 (Note 3(a))*	*S$'000 (Note 4(a))*	*S$'000 (Note 5)*	*S$'000 (Note 6(a))*	*S$'000 (Note 7)*	*S$'000*	*S$'000 (Note 5)*	*S$'000 (Note 6(a))*	*S$'000 (Note 7)*	*S$'000*
TOTAL ASSETS LESS CURRENT LIABILITIES	(143,301)	(24,934)	40,181	15,247	(11,230)	(8,382)	77,692	162,255	—	235,582	2,610	(175,935)	—	62,257
CAPITAL AND RESERVES														
Share capital	3	1	74,679	74,680	—	—	1	—	(74,672)	9	—	—	(2)	7
Reserves	(143,304)	(24,935)	(46,701)	(71,636)	(213)	(8,382)	77,691	140,180	74,672	212,312	2,610	(175,935)	2	38,989
Equity attributable to owners of HKAC/the Target Company/ the Successor Company	(143,301)	(24,934)	27,978	3,044	(213)	(8,382)	77,692	140,180	—	212,321	2,610	(175,935)	—	38,996
Non-controlling interests	—	—	(19)	(19)	—	—	—	—	—	(19)	—	—	—	(19)
TOTAL (DEFICIT) EQUITY	(143,301)	(24,934)	27,959	3,025	(213)	(8,382)	77,692	140,180	—	212,302	2,610	(175,935)	—	38,977
NON-CURRENT LIABILITIES														
Lease liabilities	—	—	333	333	—	—	—	—	—	333	—	—	—	333
Bank and other borrowings	—	—	605	605	—	—	—	—	—	605	—	—	—	605
Convertible loan notes	—	—	11,017	11,017	(11,017)	—	—	—	—	—	—	—	—	—
Financial liabilities at FVTPL	—	—	—	—	—	—	—	22,075	—	22,075	—	—	—	22,075
Deferred tax liability	—	—	267	267	—	—	—	—	—	267	—	—	—	267
	—	—	12,222	12,222	(11,017)	—	—	22,075	—	23,280	—	—	—	23,280
	(143,301)	(24,934)	27,959	3,025	(213)	(8,382)	77,692	140,180	—	212,302	2,610	(175,935)	—	38,977

(ii) Unaudited Pro Forma Consolidated Statement of Profit or Loss and Other Comprehensive Income of the Successor Group for the year ended 31 December 2023

	For the year ended 31 December 2023		For the year ended 31 December 2023		Pro forma adjustments				For the year ended 31 December 2023 The Successor Group (Scenario I)	Pro forma adjustments		For the year ended 31 December 2023 The Successor Group (Scenario II)
	HKAC *(Note 1)*		The Target Group *(Note 2)*	Subtotal								
	HK$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000 (Note 3(b))*	*S$'000 (Note 4(b))*	*S$'000 (Note 5)*	*S$'000 (Note 6(b))*	*S$'000*	*S$'000 (Note 4(b))*	*S$'000 (Note 6(b))*	*S$'000*
Revenue	—	—	126,595	126,595	—	—	—	—	126,595	—	—	126,595
Cost of sales	—	—	(94,851)	(94,851)	—	—	—	—	(94,851)	—	—	(94,851)
Gross profit	—	—	31,744	31,744	—	—	—	—	31,744	—	—	31,744
Other income	47,568	8,161	379	8,540	—	—	—	—	8,540	—	—	8,540
Other gain and loss	—	—	(1,788)	(1,788)	1,454	2,511	—	—	2,177	—	—	2,177
Equity-settled share-based payment expenses	(79,164)	(13,582)	(726)	(14,308)	—	—	—	(165,076)	(179,384)	—	18,773	(160,611)
Selling and distribution expenses	—	—	(20,668)	(20,668)	—	—	—	—	(20,668)	—	—	(20,668)
General and administrative expenses	(6,529)	(1,120)	(25,283)	(26,403)	—	—	—	—	(26,403)	—	—	(26,403)
Finance costs	—	—	(1,658)	(1,658)	1,026	—	—	—	(632)	—	—	(632)
Professional fees and expenses related to listing and De-SPAC Transaction	—	—	—	—	—	(10,190)	—	(111,480)	(121,670)	297	—	(121,373)
Fair value change of deferred underwriting commissions payable	(9,985)	(1,713)	—	(1,713)	1,713	—	—	—	—	—	—	—
Fair value change of SPAC warrants	1,846	317	—	317	—	—	—	—	317	—	—	317
Fair value change of financial liabilities at FVTPL	—	—	—	—	—	—	—	1,724	1,724	—	—	1,724
Loss before tax	(46,264)	(7,937)	(18,000)	(25,937)	4,193	(7,679)	—	(274,832)	(304,255)	297	18,773	(285,185)
Income tax credit	—	—	690	690	—	—	—	—	690	—	—	690
Loss for the year	(46,264)	(7,937)	(17,310)	(25,247)	4,193	(7,679)	—	(274,832)	(303,565)	297	18,773	(284,495)

	For the year ended 31 December 2023		For the year ended 31 December 2023		Pro forma adjustments				For the year ended 31 December 2023 The Successor Group (Scenario I)	Pro forma adjustments		For the year ended 31 December 2023 The Successor Group (Scenario II)
	HKAC *(Note 1)*		The Target Group *(Note 2)*	Subtotal								
	HK$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000 (Note 3(b))*	*S$'000 (Note 4(b))*	*S$'000 (Note 5)*	*S$'000 (Note 6(b))*	*S$'000*	*S$'000 (Note 4(b))*	*S$'000 (Note 6(b))*	*S$'000*
Loss for the year attributable to:												
Owners of HKAC/the Target Company/the Successor Company	(46,264)	(7,937)	(17,310)	(25,247)	4,193	(7,679)	—	(274,832)	(303,565)	297	18,773	(284,495)
Non-controlling interests	—	—	—	—	—	—	—	—	—	—	—	—
	(46,264)	(7,937)	(17,310)	(25,247)	4,193	(7,679)	—	(274,832)	(303,565)	297	18,773	(284,495)
Other comprehensive income items that may be reclassified subsequently to profit or loss:												
Exchange differences arising on translation of foreign operations	—	—	24	24	—	—	—	—	24	—	—	24
Other comprehensive income for the year, net of income tax	—	—	24	24	—	—	—	—	24	—	—	24
Total comprehensive expense for the year	(46,264)	(7,937)	(17,286)	(25,223)	4,193	(7,679)	—	(274,832)	(303,541)	297	18,773	(284,471)
Total comprehensive expense attributable to:												
Owners of HKAC/the Target Company/the Successor Company	(46,264)	(7,937)	(17,286)	(25,223)	4,193	(7,679)	—	(274,832)	(303,541)	297	18,773	(284,471)
Non-controlling interests	—	—	—	—	—	—	—	—	—	—	—	—
	(46,264)	(7,937)	(17,286)	(25,223)	4,193	(7,679)	—	(274,832)	(303,541)	297	18,773	(284,471)

(iii) Unaudited Pro Forma Consolidated Statement of Cash Flows of the Successor Group for the year ended 31 December 2023

	For the year ended 31 December 2023		For the year ended 31 December 2023		Pro forma adjustments				For the year ended 31 December 2023 The Successor Group (Scenario I)	Pro forma adjustments			For the year ended 31 December 2023 The Successor Group (Scenario II)
	HKAC *(Note 1)*		The Target Group *(Note 2)*	Subtotal									
	HK$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000 (Note 3(b))*	*S$'000 (Note 4(b))*	*S$'000 (Note 5)*	*S$'000 (Note 6(b))*	*S$'000*	*S$'000 (Note 5)*	*S$'000 (Note 4(b))*	*S$'000 (Note 6(b))*	*S$'000*
OPERATING ACTIVITIES													
Loss before taxation	(46,264)	(7,937)	(18,000)	(25,937)	4,193	(7,679)	—	(274,832)	(304,255)	—	297	18,773	(285,185)
Adjustments for:													
Amortization of intangible assets	—	—	3,782	3,782	—	—	—	—	3,782	—	—	—	3,782
Depreciation of property, plant and equipment	8	1	391	392	—	—	—	—	392	—	—	—	392
Depreciation of right-of-use assets	—	—	1,338	1,338	—	—	—	—	1,338	—	—	—	1,338
Impairment loss reversed under expected credit loss model	—	—	(2)	(2)	—	—	—	—	(2)	—	—	—	(2)
Write-down of inventories, net of reversal	—	—	507	507	—	—	—	—	507	—	—	—	507
Bank interest income	(47,568)	(8,161)	(7)	(8,168)	—	—	—	—	(8,168)	—	—	—	(8,168)
Fair value loss of convertible loan notes	—	—	940	940	(1,454)	—	—	—	(514)	—	—	—	(514)
Finance costs	—	—	1,658	1,658	(1,026)	—	—	—	632	—	—	—	632
Professional fees and expenses related to listing and De-SPAC Transactions	—	—	—	—	—	10,190	—	111,480	121,670	—	(297)	—	121,373
Exchange loss, net	—	—	6	6	—	—	—	—	6	—	—	—	6
Equity-settled share-based payment expenses	79,164	13,582	726	14,308	—	—	—	165,076	179,384	—	—	(18,773)	160,611
Fair value change of deferred underwriting commissions payable	9,985	1,713	—	1,713	(1,713)	—	—	—	—	—	—	—	—
Fair value change of SPAC warrants	(1,846)	(317)	—	(317)	—	—	—	—	(317)	—	—	—	(317)
Fair value change of financial liabilities at FVTPL	—	—	—	—	—	—	—	(1,724)	(1,724)	—	—	—	(1,724)
Reversal of deferred underwriting commission payable	—	—	—	—	—	(2,511)	—	—	(2,511)	—	—	—	(2,511)
Changes in working capital													
Decrease in inventories	—	—	1,803	1,803	—	—	—	—	1,803	—	—	—	1,803
Increase in trade and other receivables	(74)	(13)	(381)	(394)	—	—	—	—	(394)	—	—	—	(394)
Decrease in contract assets	—	—	24	24	—	—	—	—	24	—	—	—	24
(Decrease)/increase in trade and other payables	(31)	(5)	11,062	11,057	—	—	—	—	11,057	—	—	—	11,057
Cash (used in) generated from operations	(6,626)	(1,137)	3,847	2,710	—	—	—	—	2,710	—	—	—	2,710
Tax paid	—	—	(5)	(5)	—	—	—	—	(5)	—	—	—	(5)

	For the year ended 31 December 2023		For the year ended 31 December 2023		Pro forma adjustments				For the year ended 31 December 2023 The Successor Group (Scenario I)	Pro forma adjustments			For the year ended 31 December 2023 The Successor Group (Scenario II)
	HKAC *(Note 1)*		The Target Group *(Note 2)*	Subtotal									
	HK$'000	*S$'000*	*S$'000*	*S$'000*	*S$'000 (Note 3(b))*	*S$'000 (Note 4(b))*	*S$'000 (Note 5)*	*S$'000 (Note 6(b))*	*S$'000*	*S$'000 (Note 5)*	*S$'000 (Note 4(b))*	*S$'000 (Note 6(b))*	*S$'000*
NET CASH (USED IN) FROM OPERATING ACTIVITIES	(6,626)	(1,137)	3,842	2,705	–	–	–	–	2,705	–	–	–	2,705
INVESTING ACTIVITIES													
Purchase of plant and equipment	–	–	(119)	(119)	–	–	–	–	(119)	–	–	–	(119)
Purchase of intangible assets	–	–	(1,551)	(1,551)	–	–	–	–	(1,551)	–	–	–	(1,551)
Interest received	–	–	7	7	–	–	–	–	7	–	–	–	7
Payment for the purchase of property. plant and equipment	(16)	(3)	–	(3)	–	–	–	–	(3)	–	–	–	(3)
Interest received	48,325	8,291	–	8,291	–	–	–	–	8,291	–	–	–	8,291
Release of restricted cash arising from conversion redeemable SPAC Shares	–	–	–	–	–	–	–	171,386	171,386	–	(171,386)	–	–
NET CASH FROM (USED IN) INVESTING ACTIVITIES	48,309	8,288	(1,663)	6,625	–	–	–	171,386	178,011	–	(171,386)	–	6,625
FINANCING ACTIVITIES													
Proceeds from borrowings	–	–	2,780	2,780	–	–	–	–	2,780	–	–	–	2,780
Repayment of borrowings	–	–	(2,938)	(2,938)	–	–	–	–	(2,938)	–	–	–	(2,938)
Repayment of lease liabilities	–	–	(1,277)	(1,277)	–	–	–	–	(1,277)	–	–	–	(1,277)
Interest paid	–	–	(632)	(632)	–	–	–	–	(632)	–	–	–	(632)
Payment of deferred underwriting commissions of HKAC and De-SPAC Transaction expenses	(18,871)	(3,238)	–	(3,238)	–	(13,928)	–	–	(17,166)	–	–	–	(17,166)
Proceeds from PIPE and Permitted Equity Financing (as defined in the Circular) investors	–	–	–	–	–	–	94,427	–	94,427	2,570	–	–	96,997
Payments for the transaction cost	–	–	–	–	–	–	(17,941)	–	(17,941)	–	–	–	(17,941)
Repayment of convertible loan notes	–	–	–	–	(9,838)	–	–	–	(9,838)	–	–	–	(9,838)
NET CASH (USED IN) FROM FINANCING ACTIVITIES	(18,871)	(3,238)	(2,067)	(5,305)	(9,838)	(13,928)	76,486	–	47,415	2,570	–	–	49,985
Net increase in cash and cash equivalents	22,812	3,913	112	4,025	(9,838)	(13,928)	76,486	171,386	228,131	2,570	(171,386)	–	59,315
Cash and cash equivalents at 1 JANUARY 2023	5,048	866	13,306	14,172	–	–	–	–	14,172	–	–	–	14,172
Effect of foreign exchange rate changes.	–	(76)	–	(76)	–	–	–	–	(76)	–	–	–	(76)
Cash and cash equivalents at 31 DECEMBER 2023	27,860	4,703	13,418	18,121	(9,838)	(13,928)	76,486	171,386	242,227	2,570	(171,386)	–	73,411

C. NOTES TO THE UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE SUCCESSOR GROUP

Note 1: The financial information of HKAC is extracted from the annual report of HKAC for the year ended 31 December 2023 which was published on 28 February 2024 and interim report of HKAC for the six months ended 30 June 2024 which was published on 21 August 2024. The presentation currency of HKAC is HK$. The balances extracted from the condensed statement of financial position of HKAC at 30 June 2024 were translated to Singapore Dollars ("**S$**") at the exchange rate of HK$1.00 to S$0.1740. The amounts extracted from the statement of profit or loss and other comprehensive income and statement of cash flows of HKAC for the year ended 31 December 2023 were translated to S$ at the exchange rate of HK$1.00 to S$0.1716.

Note 2: The financial information of the Target Group is extracted from the accountant's report of the Target Group as set out in Appendix I to this Circular. The functional and presentation currency of the Target Company in Appendix I is S$.

Note 3: (a) Assuming the De-SPAC Transaction had been completed on 30 June 2024 (at the exchange rate of HK$1.00 to S$0.1740)

The adjustment represents the settlement of convertible loan notes of the Target Company amounting to S$11,017,000, with aggregated principal balance and interest payables of S$11,230,000, as at 30 April 2024 upon the completion of the De-SPAC Transaction, resulting in loss of S$213,000.

(b) Assuming the De-SPAC Transaction had been completed on 1 January 2023 (at the exchange rate of HK$1.00 to S$0.1716)

The adjustment represents the reversal of the fair value changes of convertible loan notes of S$940,000 and the related interest expenses of S$1,026,000 of the Target Company, and the fair value changes of deferred underwriting commission payable of HKAC in Consolidated Statement of Profit or Loss and Other Comprehensive Income upon the completion of the De-SPAC Transaction on 1 January 2023. The adjustment also represents the settlement of convertible loan notes of the Target Company amounting to S$9,838,000 with gain on settlement of S$514,000 for pro forma purpose upon the completion of the De-SPAC transaction on 1 January 2023.

Note 4: The adjustment represents the estimated professional fees and expenses of approximately HK$67,015,000 incurred by the Successor Group relating to the De-SPAC Transaction and waiver of the deferred underwriting commission accrued by HKAC upon completion of the De-SPAC Transaction.

(a) Assuming the De-SPAC Transaction had been completed on 30 June 2024 (at the exchange rate of HK$1.00 to S$0.1740)

The abovementioned professional fees and expenses are translated to S$11,661,000 of which S$2,476,000 was settled by HKAC as of 30 June 2024. The remaining expenses are assumed to be settled on 30 June 2024, resulting in a decrease of cash and cash equivalent amounting to S$9,185,000.

The adjustment also represents capitalisation of deferred issue cost (recorded in trade and other receivables) amounting to S$435,000 and settlement of accrued professional fees and expenses (recorded in trade and other payables) related to De-SPAC transaction amounting to S$1,238,000 recognized by HKAC as at 30 June 2024 upon completion of the De-SPAC Transaction.

(b) Assuming the De-SPAC Transaction had been completed on 1 January 2023 (at the exchange rate of HK$1.00 to S$0.1713)

The abovementioned professional fees and expenses are translated to S$11,480,000. Such expenses are assumed to be fully settled on 1 January 2023, and together with settlement of deferred underwriting commission payable of S$2,448,000 resulting in a decrease of cash and cash equivalent amounting to S$13,928,000.

The adjustment also represents the reversal of the remaining deferred underwriting commission payable of S$2,511,000 upon completion of De-SPAC as other gains in accordance to the waiver provided by the counterparty.

Under Scenario I, S$10,190,000 is expected to be additionally charged to the unaudited pro forma consolidated statement of profit or loss and other comprehensive income, and S$1,290,000 is expected to be accounted for as a deduction from equity upon the consummation of the De-SPAC Transaction.

Under Scenario II, S$9,893,000 is expected to be charged to the unaudited pro forma consolidated statement of profit or loss and other comprehensive income, and S$1,587,000 is expected to be accounted for as a deduction from equity upon the consummation of the De-SPAC Transaction.

The De-SPAC Transaction expenses are the latest practicable estimate for reference only, and the actual amount may differ from this estimate.

Note 5: The adjustment represents the gross proceeds of HK$551,240,000 (equivalent to S$95,916,000 as at 30 June 2024 or S$94,427,000 as at 1 January 2023) from PIPE Investors and the transaction cost amounting to HK$104,736,000 (equivalent to S$18,224,000 as at 30 June 2024 or S$17,941,000 as at 1 January 2023) in connection with the PIPE Investment. The PIPE Investors would be issued 55,124,000 shares of the Successor Company at HK$10 per share.

It is assumed that there is no Permitted Equity Financing that can be fulfilled under Scenario I. Under Scenario II, Successor Company would conduct the Permitted Equity Financing to the extent required so as to ensure the Successor Company can satisfy (i) the requirement under Rule 8.08 of the Listing Rules that at least 25% of its total number of issued shares at all times will be held by the public; (ii) the requirement under Rule 8.08(3) that not more than 50% of the Successor Shares in public hands at the time of the listing of the Successor Company can be beneficially owned by the three largest public Shareholders; and (iii) the requirement under Rule 18B.65 of the Listing Rules that the Successor Company will have a minimum number of 100 Professional Investors at the time of its listing. Additional gross proceeds of HK$15,000,000 (equivalent to S$2,610,000 as at 30 June 2024 or S$2,570,000 as at 1 January 2023) from Permitted Equity Financing Investors are assumed. It is assumed that the Permitted Equity Financing Investors would be issued 1,500,000 shares of the Successor Company at HK$10 per share. For the year ended 31 December 2023, the foreign exchange gain arising from the net proceeds from the PIPE Investors and Permitted Equity Financing Investors is assumed to be insignificant.

Note 6: The adjustment is to illustrate (i) the deemed expenses incurred by the Target Company, which is the difference between the fair value of the shares issued by the Target Company in excess of the fair value of the adjusted net assets of HKAC; (ii) the warrant liabilities; and (iii) the earn-out liabilities.

Pursuant to the Business Combination Agreement (as defined in this Circular), each Class B ordinary share of HKAC ("**Promoter Share**") will be converted into one fully paid Successor Share and each HKAC Promoter Warrant would be transferred to one Successor Promoter Warrant. For the Successor Promoter Warrants issued, those warrant holders will not be serving as employees of the Successor Group nor will they provide services to the Successor Group after the De-SPAC Transaction. Therefore, the HKAC Promoter Warrants are assumed by the Successor Company and the Successor Promoter Warrants are regarded as part of the De-SPAC Transactions and IAS 32 is applied in accounting for them, which results in additional De-SPAC Transaction expense.

The Promoter Earn-out Right (as defined in this Circular) is triggered only if the volume weighted average price of the Successor Shares (calculated based on the daily quotation sheets of the Stock Exchange) equals or exceeds HK$15 per share for a period of not less than 20 trading days within a 30 consecutive trading day period commencing six months after, and ending on the fifth anniversary of the date of, the completion of the De-SPAC Transaction. No service conditions for the Promoters was stipulated. Therefore, the earn-out arrangement is regarded as part of the De-SPAC Transaction instead of as post-acquisition remuneration and IAS 32 is applied in accounting for this agreement. Fair value of the earn-out liabilities arising from the Promoter Earn-out Right would adjust the consideration transferred for the De-SPAC Transaction which in turn affects the amount of De-SPAC Transaction expense recognized. A maximum Promoter Earn-out Shares (as defined in this Circular) of 10,005,000 shares of Successor Company would be issued through the exercise of the Promoter Earn-out Right.

The Founder Earn-out Right (as defined in this Circular) is triggered only if the volume weighted average price of the Successor Shares (calculated based on the daily quotation sheets of the Stock Exchange) equals or exceeds a price representing a: (a) 20% increase; (b) 30% increase; or (c) 50% increase, respectively, of the closing price of the Successor Shares on the closing date of the De-SPAC Transaction for any 20 trading days within a 30 consecutive trading day period commencing twelve months after, and ending on the fifth anniversary of the date of, the completion of the De-SPAC Transaction. A maximum Founder Earn-out Shares (as defined in this Circular) of equal to 12.00% of the total Successor Shares at closing date of the De-SPAC Transaction would be issued through the exercise of the Founder Earn-out Right. The Founder Earn-out Right holders will be serving as employees of the Successor Group after the De-SPAC Transaction. Therefore, the Founder Earn-out Right are assumed by the Successor Company as equity-settled share-based payment under IFRS 2.

A valuation assessment was performed by the directors of the Company with the assistance from an independence qualified valuer for the purpose of determining the fair value of the promoter warrant liabilities and earn-out liabilities arising from the De-SPAC Transaction at 30 June 2024 and 1 January 2023 using binomial option pricing model with key assumptions for: volatility based on peer company data; risk-free rate and spot share price of the Successor Company at HK$10 assumed according to the Business Combination Agreement, the PIPE Investment Agreements and the offer price of HKAC SPAC Shares.

(a) Assuming the De-SPAC Transaction had been completed on 30 June 2024 (at the exchange rate of HK$1.00 to S$0.1740)

The fair value of the successor promoter warrant liabilities and promoter earn-out liabilities are estimated to be HK$126,865,000 (equivalent to S$22,075,000) and HK$91,298,000 (equivalent to S$15,886,000), respectively, as at 30 June 2024, which would be recognized as financial

liabilities at FVTPL. Such expenses are subject to changes based on valuation. Such warrant liabilities should be classified into non-current liability because the Successor Promoter Warrants are not exercisable until 12 months after the date of Closing as required by the Listing Rules.

Under Scenario I, as no HKAC SPAC Shares is redeemed, all of the restricted cash amounted to HK$1,011,121,000 (equivalent to S$175,935,000) as at 30 June 2024 would be reclassified as cash and cash equivalents of the Successor Group, while under Scenario II, as all of the HKAC SPAC Shares with redemption rights are redeemed, all of the restricted cash would be repaid to these HKAC SPAC Shareholders.

(b) Assuming the De-SPAC Transaction had been completed on 1 January 2023 (at the exchange rate of HK$1.00 to S$0.1713)

Upon the consummation of the De-SPAC Transaction, the conversion right attached to the Promoter Shares and Promoter Warrants, which were classified as share-based payments of HKAC, would meet the vesting condition, which would result in an additional share-based payment expense of HK$191,354,000 (equivalent to S$32,779,000) as at 1 January 2023 due to an acceleration vesting in accordance with IFRS 2, and reversal of S$13,582,000 share-based payments expense recognized by HKAC for the year ended 31 December 2023.

The Founder Earn-out Right, which were classified as share-based payments and the vesting condition of which is assumed to be met within 12 months after the completion of the De-SPAC Transaction for pro forma purpose, would result in an additional share-based payment expense of S$99,479,000 and S$80,706,000 under scenario I and II, respectively for the year ended 31 December 2023 in accordance with IFRS 2. For avoidance of doubt, assuming the De-SPAC Transaction had been completed on 30 June 2024, the share-based payments in respect of the conversion right attached to the Promoter Shares and Promoter Warrants and the Founder Earn-out Right are recognized in share options reserve and accumulated losses which are shown, with net impact of S$nil, as "reserves" under equity attributable to owners the Successor Company. Therefore, no relevant adjustment is shown in the unaudited Pro Forma Consolidated Statement of Financial Position of the Successor Group as at 30 June 2024.

As detailed in Appendix IX Statutory And General Information under heading "Awards and options granted under the Share Option and Award Scheme", the Target Company would grant share awards in respect of an aggregate of 53,926,868 Target Company Shares and options in respect of an aggregate of 33,850,000 Target Company Shares to its founders and employees which would be vested on completion of De-SPAC Transaction and result in an share-based payment expense of S$46,400,000 in accordance with IFRS 2 for the year ended 31 December 2023. Such expenses and fair value changes are subject to changes based on valuation.

The fair value of the successor promoter warrant liabilities and the promoter earn-out liabilities are estimated to be HK$125,440,000 (equivalent to S$21,488,000) and HK$88,834,000 (equivalent to S$15,217,000), respectively, as at 1 January 2023, which would be recognized as additional De-SPAC Transaction expense. Fair value loss arising from the fair value change of the successor promoter warrant liabilities and the earn-out liabilities of S$1,724,000 is recognized by the Successor Group in 2023. Such expenses and fair value changes are subject to changes based on valuation.

Under Scenario I, as no HKAC SPAC Shares are redeemed, all of the restricted cash amounted to HK$1,000,500,000 (equivalent to S$171,386,000) as at 1 January 2023 would be reclassified as cash and cash equivalents of the Successor Group, while under Scenario II, as all of the HKAC SPAC Shares with redemption rights are redeemed, all of the restricted cash would be repaid to those HKAC SPAC Shareholders. For the year ended 31 December 2023, under Scenario I, the foreign exchange differences arising from the translation of such cash and cash equivalents is assumed to be insignificant.

The calculation of the additional De-SPAC Transaction expense as disclosed in the unaudited pro forma consolidated statement of profit or loss and other comprehensive income of the Successor Group for the year ended 31 December 2023 under Scenario I and Scenario II are set out below:

Under Scenario I

		Assuming No Redemptions			
	Fair value per share of the Successor Company (at 1 January 2023)	**HKAC Shares**	**Conversion into Successor Company Shares per conversion ratio as set out in the Circular**	**Aggregated Fair Value**	**Aggregated Fair Value**
		'000	*'000*	*HK$'000*	*S$'000*
New Successor Company Shares to be issued in exchange of:					
HKAC SPAC Shares	HK$10	100,050	100,050	1,000,500	171,386
HKAC Promoter Shares	HK$10	25,013	25,013	250,125	42,846
Total consideration				1,250,625	214,232
Less: Adjusted net assets of HKAC				(814,109)	(139,457)
Excess of adjusted net assets				436,516	74,775
Add: Warrant liabilities arising from the conversion into Successor Promoter Warrants				125,440	21,488
Add: Promoter earn-out liabilities				88,834	15,217
				650,790	111,480

The adjusted net asset of HKAC as at 1 January 2023 in the amount of HK$814,109,000, which is assumed to be approximated to fair value, as set out in the table represents the total of the audited net liabilities of HKAC of HK$186,391,000 as of 31 December 2022 as set out in the annual report of HKAC for the year ended 31 December 2022 which was published on 22 February 2023, and the gross proceeds of the redeemable SPAC Shares of HKAC of HK$1,000,500,000. Fair value per share of the Successor Company is

determined in accordance with the Business Combination Agreement, the PIPE Investment Agreements and the offer price of HKAC SPAC Shares. The carrying amount of the adjusted net assets of HKAC approximates the fair value of the adjusted net assets of HKAC.

Under Scenario II

		Assuming All Redemptions			
	Fair value per share of the Successor Company (at 1 January 2023)	**HKAC Shares**	**Conversion into Successor Company Shares per conversion ratio as set out in the Circular**	**Aggregated Fair Value**	**Aggregated Fair Value**
		'000	*'000*	*HK$'000*	*S$'000*
New Successor Company Shares to be issued in exchange of:					
HKAC Promoter Shares. . .	HK$10	25,013	25,013	250,125	42,846
Total consideration				250,125	42,846
Add: Net liabilities of HKAC				186,391	31,929
Excess of net liabilities . . .				436,516	74,775
Add: Warrant liabilities arising from the conversion into Successor Promoter Warrants				125,440	21,488
Add: Promoter earn-out liabilities				88,834	15,217
				650,790	111,480

The net liabilities of HKAC as at 1 January 2023 in the amount of HK$186,391,000, which is assumed to be approximated to fair value, as set out in the table represents the total of the audited net liabilities of HKAC of HK$186,391,000 as of 31 December 2022 as set out in the annual report of HKAC for the year ended 31 December 2022 which was published on 22 February 2023. Fair value per share of the Successor Company is determined in accordance with the Business Combination Agreement, the PIPE Investment Agreements and the offer price of HKAC SPAC Shares. The carrying amount of the adjusted net liabilities of HKAC approximates the fair value of the adjusted net liabilities of HKAC.

Note 7: The adjustment is to illustrate the exchange of shares of HKAC and the Target Company for Successor Shares.

Each share of HKAC SPAC Shares at par value HK$10 per share, each share of HKAC Promoter Shares at par value HK$10 per share and each share of the Target Company at par value S$0.1 per share would convert into corresponding number of shares of the Successor Company at par value HK$0.0001 per share. Under Scenario I, as no HKAC SPAC Shares is redeemed, an additional aggregate of 100,050,000 Successor Shares were taken into account. Under Scenario II, as all of the HKAC SPAC Shares are redeemed, no additional Successor Shares is converted.

The share structure of the Successor Company immediately after Closing in calculating of the adjustment on share capital of the Successor Company as disclosed in the unaudited pro forma consolidated statement of financial position of the Successor Group as at 30 June 2024 under Scenario I and Scenario II are set out below:

	As at 30 June 2024	
	Scenario I	**Scenario II**
	'000	*'000*
Successor Company Shares to be issued in exchange of:		
Target Company Ordinary Shares (as set out in Appendix I to this Circular)	228,572	228,572
Target Company Preferred Shares (as set out in Appendix I to this Circular)	518,220	518,220
Target Company Ordinary Shares expected to be issued under the Target Company's Existing ESOP (as defined in this Circular) *(note a)*	87,777	87,777
	834,569	834,569
Effect of exchange of shares of HKAC and the Target Company for Successor Shares	(484,569)	(484,569)
	350,000	350,000
PIPE Shares	55,124	55,124
Permitted Equity Financing Investors	—	1,500
HKAC Promoter Shares	25,013	25,013
HKAC SPAC shares	100,050	—
Successor Company Shares *(note b)*	530,187	431,637
	S$'000	*S$'000*
Share capital of Successor Company (at par value HK$0.0001 per share)	9	7

Note a: The number of ordinary shares represents 87,776,868 ordinary shares of the Target Company expected to be issued to the employees of the Target Group and the Target Company Founders under the Target Company Existing ESOP upon the completion of the De-Spac transaction as disclosed under "M. Effect of the De-Spac Transaction on the Shareholdings in the Successor Company" in section headed "Letter From the Board" of the Circular.

Note b: For illustrative purposes, the impact of the number of Successor Company Shares immediately after Closing with the maximum number of Successor Company Shares to be issued for Founder Earn-out Right ("**Founder Earn-out Shares**") is set out below:

	As at 30 June 2024	
	Scenario I	**Scenario II**
	'000	*'000*
Number of Successor Company Shares immediately after Closing as illustrated above	530,187	431,637
Maximum number of Founder Earn-out Shares	63,622	51,796
Number of Successor Company Shares immediately after Closing with Founder Earn-out Shares issued	593,809	483,433

Note 8: Foreign currency of the adjustments in respect of the De-SPAC Transaction in the unaudited pro forma financial information is translated based on the exchange rates announced by the Monetary Authority of Singapore at HK$1.00 to S$0.1713 at 1 January 2023 and HK$1.00 to S$0.1740 at 30 June 2024 assuming the De-SPAC Transaction had taken place. No representation is made that HK$ or US$ amounts have been, could have been or may be converted to S$, or vice versa, at those rates or at all.

Note 9: The Successor Company Warrants and promoter earn-out liabilities are expected to be accounted for as financial liabilities measured at FVTPL and the changes in fair value of the liabilities, and the share based payments expenses of Founder Earn-out Right will be recorded in the profit or loss. Apart from the foregoing, other adjustments are not expected to have a continuing effect on the Successor Group.

Note 10: Saved as disclosed above, no adjustment has been made to the unaudited pro forma consolidated statement of financial position, the unaudited pro forma consolidated statement of profit or loss and other comprehensive income and the unaudited pro forma consolidated statement of cash flows of the Successor Group to reflect any other transactions of the Successor Group entered into subsequent to 30 June 2024.

D. UNAUDITED PRO FORMA STATEMENT OF ADJUSTED CONSOLIDATED NET TANGIBLE ASSETS (LIABILITIES) OF THE SUCCESSOR GROUP AS AT 30 JUNE 2024

	Unaudited pro forma adjusted consolidated net tangible assets (liabilities) of the Successor Group	**Unaudited pro forma adjusted consolidated net tangible assets (liabilities) of the Successor Group per share**	**Unaudited pro forma adjusted consolidated net tangible assets (liabilities) of the Successor Group per share**
	S$'000	*S$*	*HK$*
	(Note i)	*(Note ii)*	*(Note iii)*
Consolidated net tangible assets (liabilities) attributable to owners of the Successor Company			
Scenario I	157,791	0.30	1.71
Scenario II	(15,534)	(0.04)	(0.21)

Note i: The unaudited pro forma adjusted consolidated net tangible assets (liabilities) of the Successor Group as at 30 June 2024 is based on the amount of the unaudited pro forma adjusted consolidated net tangible assets (liabilities) attributable to the owners of the Successor Company as at 30 June 2024, which is calculated using the total equity attributed to the owners of the Successor Company of S$212,321,000 and S$38,996,000 under Scenario I and Scenario II of the unaudited pro forma consolidated statement of financial position of the Successor Group as at 30 June 2024, respectively, after deducting the intangible assets (liabilities) and goodwill attributable to the owners of the Successor Company as derived from the Historical Financial Information of the Target Group as set out in Appendix I of this Circular, amounting to approximately S$5,198,000 and S$49,332,000, respectively.

Note ii: The number of shares used for the calculation of the unaudited pro forma adjusted consolidated net tangible assets (liabilities) of the Successor Group per share under Scenario I and Scenario II is 530,187,000 and 431,637,000 respectively after completion of the De-SPAC Transaction as at 30 June 2024, with details set out in note 7 in section C "**Notes to the Unaudited Pro Forma Financial Information of the Successor Group**" of Appendix III.

Note iii: For the purpose of this unaudited pro forma financial information, the unaudited pro forma adjusted consolidated net tangible assets (liabilities) of the Successor Group attributable to the owners of the Successor Company per share as at 30 June 2024 is converted from S$ to HK$ at an exchange rate of S$0.1740 to HK$1.00, which was the exchange rate prevailing on 30 June 2024 with reference to the exchange rate published by the Monetary Authority of Singapore. No representation is made that S$ amounts have been, could have been or may be converted to HK$, or vice versa, at that rate or at all.

The following is the text of an independent reporting accountants' assurance report, set out on pages III-18 to III-21, received from the independent reporting accountants, Deloitte Touche Tohmatsu, Certified Public Accountants, Hong Kong, for the purpose of incorporation in this circular.

Deloitte. 德勤

INDEPENDENT REPORTING ACCOUNTANTS' ASSURANCE REPORT ON THE COMPILATION OF UNAUDITED PRO FORMA FINANCIAL INFORMATION OF THE SUCCESSOR GROUP

TO THE DIRECTORS OF HK ACQUISITION CORPORATION AND SYNAGISTICS PTE. LTD.

We have completed our assurance engagement to report on the compilation of pro forma financial information of the Successor Group (as defined in the circular issued by HK Acquisition Corporation ("**HKAC**") dated 3 October 2024 (the "**Circular**")) by the directors of HKAC and Synagistics Pte. Ltd. (the "**Target Company**") for illustrative purposes only. The unaudited pro forma financial information consists of the unaudited pro forma consolidated statement of financial position as at 30 June 2024, the unaudited pro forma consolidated statement of profit or loss and other comprehensive income for the year ended 31 December 2023, the unaudited pro forma consolidated statement of cash flows for the year ended 31 December 2023, the unaudited pro forma statement of adjusted consolidated net tangible assets (liabilities) of the Successor Group as at 30 June 2024 and related notes as set out on pages III-1 to III-17 of the Circular in connection with the De-SPAC Transaction (as defined in the Circular). The applicable criteria on the basis of which the directors of HKAC and the Target Company have compiled the unaudited pro forma financial information are described on pages III-1 to III-17 of the Circular.

The unaudited pro forma financial information has been compiled by the directors of HKAC and the Target Company to illustrate the impact of the proposed De-SPAC Transaction pursuant to the terms and conditions under business combination agreement as signed by HKAC and the Target Company and its subsidiaries (hereinafter collectively referred to as the "**Target Group**") on 28 June 2024, constituting a De-SPAC Transaction result in the business combination of HKAC and the Target Group and the listing of the Target Company as the Successor Group on the Stock Exchange. As part of this process, information about HKAC's financial position as at 30 June 2024 has been extracted by the directors of HKAC and the Target Company from HKAC's unaudited condensed financial statements for the six months ended 30 June 2024, on which a review report has been published, information about HKAC's financial performance and cash flow has been

extracted by the directors of HKAC and the Target Company from HKAC's financial statements for the year ended 31 December 2023, on which an audit report has been published. Information about the Target Group's consolidated financial position, consolidated financial performance and consolidated cash flows has been extracted by the directors of HKAC and the Target Company from the accountants' report as set out in the Appendix I to the Circular.

Directors' Responsibilities for the Unaudited Pro Forma Financial Information

The directors of HKAC and the Target Company are responsible for compiling the unaudited pro forma financial information in accordance with paragraph 4.29 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") and with reference to Accounting Guideline 7 "Preparation of Pro Forma Financial Information for Inclusion in Investment Circulars" ("**AG 7**") issued by the Hong Kong Institute of Certified Public Accountants (the "**HKICPA**").

Our Independence and Quality Management

We have complied with the independence and other ethical requirements of the "Code of Ethics for Professional Accountants" issued by the HKICPA, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior.

Our firm applies Hong Kong Standard on Quality Management (HKSQM) 1 "Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements" issued by the HKICPA, which requires the firm to design, implement and operate a system of quality management including policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting Accountants' Responsibilities

Our responsibility is to express an opinion, as required by paragraph 4.29(7) of the Listing Rules, on the unaudited pro forma financial information and to report our opinion to you. We do not accept any responsibility for any reports previously given by us on any financial information used in the compilation of the unaudited pro forma financial information beyond that owed to those to whom those reports were addressed by us at the dates of their issue.

We conducted our engagement in accordance with Hong Kong Standard on Assurance Engagements ("**HKSAE**") 3420 "Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus" issued by the HKICPA. This standard requires that the reporting accountants plan and perform procedures to obtain reasonable assurance about whether the directors of HKAC and the Target Company have compiled the unaudited pro forma financial information in accordance with paragraph 4.29 of the Listing Rules and with reference to AG 7 issued by the HKICPA.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the unaudited pro forma financial information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the unaudited pro forma financial information.

The purpose of unaudited pro forma financial information included in an investment circular is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the Successor Group as if the events had occurred or these transactions had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the events or transactions at 30 June 2024 or 1 January 2023 would have been as presented.

A reasonable assurance engagement to report on whether the unaudited pro forma financial information has been properly compiled on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by the directors of HKAC and the Target Company in the compilation of the unaudited pro forma financial information provide a reasonable basis for presenting the significant effects directly attributable to the event or transaction, and to obtain sufficient appropriate evidence about whether:

- The related pro forma adjustments give appropriate effect to those criteria; and

- The unaudited pro forma financial information reflects the proper application of those adjustments to the unadjusted financial information.

The procedures selected depend on the reporting accountants' judgment, having regard to the reporting accountants' understanding of the nature of the Successor Group, the event or transaction in respect of which the unaudited pro forma financial information has been compiled, and other relevant engagement circumstances.

The engagement also involves evaluating the overall presentation of the unaudited pro forma financial information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion:

a. the unaudited pro forma financial information has been properly compiled on the basis stated;

b. such basis is consistent with the accounting policies of the Target Group; and

c. the adjustments are appropriate for the purposes of the unaudited pro forma financial information as disclosed pursuant to paragraph 4.29(1) of the Listing Rules.

Deloitte Touche Tohmatsu
Certified Public Accountants
Hong Kong
3 October 2024

Jones Lang LaSalle Corporate Appraisal and Advisory Limited
7/F One Taikoo Place 979 King's Road Hong Kong
Tel +852 2846 5000 Fax +852 2169 6001
Company Licence No.: C-030171

3 October 2024

The Board of Directors
HK Acquisition Corporation
Suites 4310-11, Tower One, Time Square, 1 Matheson Street, Causeway Bay, Hong Kong

Dear Sirs,

In accordance with the instructions from HK Acquisition Corporation (the "**Company**"), Jones Lang LaSalle Corporate Appraisal and Advisory Limited ("**JLL**") has undertaken a valuation exercise which requires us to express an independent opinion on the market value of 100% equity interest in Synagistics Pte. Ltd. (the "**Target Company**") as at 31 May 2024 (the "**Valuation Date**") for the Company's internal reference. The report which follows is dated 3 October 2024 (the "**Report Date**").

Our valuation was carried out on a market value basis. According to the International Valuation Standards ("**IVS**") issued by the International Valuation Standards Council ("**IVSC**"), market value is defined as "the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

BACKGROUND

The Target Company, incorporated in Singapore, is a limited liability company. The Target Company and its subsidiaries (together, the "**Target Group**"), are a data-driven digital solutions platform in Southeast Asia.

The Subject of this valuation is being 100% equity interest in the Target Company (the "**Subject**").

FINANCIAL PERFORMANCE OF THE TARGET GROUP

Key financial information of the Target Group for the latest three financial years ended 31 December is set out as below:

Year ended	**31 December 2021**	**31 December 2022**	**31 December 2023**
In Singapore Dollars *("SGD") ('000)*	**(From Accountants' Report)**	**(From Accountants' Report)**	**(From Accountants' Report)**
Revenue	85,933	112,647	126,595
Loss for the year	(11,012)	(13,127)	(17,310)
Inventory	4,483	3,172	861
Cash and cash equivalents	7,132	13,306	13,418

Revenue

The Target Group's total revenue was SGD85,933,000, SGD112,647,000 and SGD126,595,000 for the years ended on 31 December 2021, 31 December 2022 and 31 December 2023 respectively. According to the Target Group, it has captured market opportunities in the digital solutions industry in Southeast Asia and has grown rapidly in the past few years. Its revenue increased 31% and 12% for the years ended 31 December 2022 and 31 December 2023 respectively.

SOURCES OF INFORMATION

In conducting our valuation of the Subject, we have reviewed information including, but not limited to:

- Background of the Target Group;
- Historical financial information of the Target Group for the fiscal year 2021, 2022 and 2023; and
- Other operation and market information in relation to the business of the Target Group.

We have held discussions with management of the Company and conducted market research from public sources to assess the reasonableness and fairness of information provided. We assumed such information to be reliable and legitimate, and we have relied to a considerable extent on the information provided in arriving at our conclusion of value.

BASIS OF OPINION

We have conducted our valuation in accordance with the IVS. The valuation procedures employed include a review of legal status and economic condition of the Target Group and an assessment of key assumptions, estimates and representations made by the proprietor or the operator of the Target Group. All matters we consider essential to the proper understanding of the valuation are disclosed in this valuation report.

The following factors form an integral part of our basis of opinion:

- The economic outlook in general;
- The nature of business and history of the operation concerned;
- The financial condition of the Subject;
- Market-driven investment returns of companies engaged in similar lines of business;
- Financial and business risk of the business;
- Consideration and analysis on the micro and macro economy affecting the business of the Subject;
- Analysis on tactical planning, management standard and synergy of the Subject; and
- Assessment of the leverage of the Subject.

We planned and performed our valuation so as to obtain all the information and explanations that we considered necessary in order to provide us with sufficient evidence to express our opinion on the valuation of the Subject.

VALUATION METHODOLOGY

In arriving at our assessed value, we have considered three generally accepted approaches, namely market approach, cost approach and income approach.

Market Approach considers prices recently paid for similar assets, with adjustments made to market prices to reflect condition and utility of the appraised assets relative to the market comparative. Assets for which there is an established secondary market may be valued by this approach. Benefits of using this approach include its simplicity, clarity, speed and the need for few

or no assumptions. It also introduces objectivity in application as publicly available inputs are used. However, one has to be wary of the hidden assumptions in those inputs as there are inherent assumptions on the value of those comparable assets. It is also difficult to find comparable assets. Furthermore, this approach relies exclusively on the efficient market hypothesis.

Cost Approach (sometimes referred to as asset-based approach) considers the cost to reproduce or replace in new condition the assets appraised in accordance with current market prices for similar assets, with allowance for accrued depreciation or obsolescence present, whether arising from physical, functional or economic causes. The cost approach generally furnishes the most reliable indication of value for assets without a known secondary market. Despite the simplicity and transparency of this approach, it does not directly incorporate information about the economic benefits contributed by the subject assets.

Income Approach is the conversion of expected periodic benefits of ownership into an indication of value. It is based on the principle that an informed buyer would pay no more for the project than an amount equal to the present worth of anticipated future benefits (income) from the same or a substantially similar project with a similar risk profile. This approach allows for the prospective valuation of future profits and there are numerous empirical and theoretical justifications for the present value of expected future cash flows. However, this approach relies on numerous assumptions over a long-time horizon and the result may be very sensitive to certain inputs. It also presents a single scenario only.

To select the most appropriate approach, we have considered the purpose of the valuation and the resulting basis of value as well as the availability and reliability of information provided to us to perform an analysis. We have also considered the relative advantages and disadvantages of each approach to the nature and circumstances of this Subject. In our opinion, the cost approach is inappropriate for valuing the Subject, as it does not directly incorporate information about the economic benefits contributed by the Subject. The income approach is inappropriate as this approach requires detailed operational information and long-term financial projection of the Target Group but such information with substantial objective supporting data is not available. The market approach relies on comparable data from similar assets or companies in establishing a benchmark for valuation. Such approach captures the market sentiment and dynamics at a given point of time by taking into account factors such as market supply and demand, investor sentiment and market trends, and at the same time without relying on subjective inputs and assumptions. Hence, the market approach allows for an assessment of opinion of value of the subject asset that is responsive to changes in market conditions and provides a more relevant and objective valuation. Hence, the market approach is adopted in this valuation.

There are two common methods under market approach, namely, guideline public company method and guideline transaction method. Guideline public companies method requires identifying suitable guideline public companies and selection of appropriate trading multiples, while guideline transaction method takes reference to recent mergers and acquisitions transaction between unrelated parties and ratio of transaction price to target company's financial parameters.

In this valuation exercise, the market value of the 100% equity interest of the Target Company was developed through the guideline public company method. The guideline transaction method is not adopted due to lack of recent market transactions with similar nature as the Target Company. The guideline public company method requires the research of comparable companies' benchmark multiples and selection of an appropriate multiple.

BENCHMARK MULTIPLES

In this valuation, we have considered the following commonly used benchmark multiples:

- Price-to-earnings multiple (the "**P/E Multiple**"), which is computed as share price dividend by earning per share, is the most commonly used multiple since investors want to know how profitable a company is, hence earnings are important for valuing a company's stock. This multiple has the limitations that it cannot be used to value loss-making companies, and fail to overcome the distortions caused by different accounting policies and capital structures.

- Price-to-book multiple (the "**P/B Multiple**"), which is computed as the proportion of share price to book value per share, is common to value companies within asset intensive industries. However, since book value captures only the tangible assets of a company, a company's intangible assets as well as company-specific competencies and advantages are not captured in the P/B Multiple.

- Price-to-sales multiple (the "**P/S Multiple**"), which is estimated by dividing share price by sales per shares, is commonly used to value early-stage or loss-making companies. A shortcoming of this multiple is that it ignores the cost structure and hence the profitability of a company.

- A firm's enterprise value is equal to its equity value plus its debt less any cash. Enterprise value to EBITDA multiple (the "**EV/EBITDA Multiple**"), which is estimated by dividing enterprise value by EBITDA, allows direct comparison of firms regardless of their difference in capital structure. Compared to the P/E Multiple, the EV/EBITDA Multiple is considered to be less affected by difference in accounting treatment. Yet,

since the EV/EBITDA Multiple excludes depreciation and amortization expenses, which measure how much the company needs to spend on capital expenditure to maintain its business growth, the multiple does not account for cost of debt capital or its tax effect.

- Enterprise value-to-sales multiple (the "**EV/Sales Multiple**") is considered to be less affected by difference in accounting treatment as other price multiples. Similar to the price-to-sales ratio, it is commonly used to value early-stage or loss-making companies. Yet, EV/Sales Multiple has the benefits over price-to-sales ratio that it takes into account a company's debt load.

The following benchmark multiples are not adopted due to the following consideration:

- P/E Multiple, P/B Multiple and P/S Multiple are not adopted as they are more likely to be distorted when companies are having different capital structures.

- EV/EBITDA Multiple is not adopted as the Target Group is in loss making position.

It is considered that the EV/Sales Multiple is the most appropriate multiple and hence it is being adopted in this valuation.

MAJOR ASSUMPTIONS

Assumptions considered to have significant sensitivity effects in this valuation have been evaluated in order to provide a more accurate and reasonable basis for arriving at our assessed value. The following key assumptions in determining the market value of the Subject have been made:

- We have assumed that continuation of prudent and effective management policies over whatever period of time that is considered to be necessary in order to maintain the character and integrity of the assets valued;

- We have assumed that there will be no material change in the existing political, legal, technological, fiscal or economic conditions, which might adversely affect the business of the Subject;

- We have assumed that the operational and contractual terms stipulated in the relevant contracts and agreements will be honored;

- We have assumed that the Target Group possess all the operating licenses if required;

- We have assumed the accuracy of the financial and operational information such as management accounts and contractual agreements, provided to us by the Company and relied to a considerable extent on such information in arriving at our opinion of value; and

- We have assumed that there are no hidden or unexpected conditions associated with the assets valued that might adversely affect the reported value. Further, we assume no responsibility for changes in market conditions after the Valuation Date.

MARKET MULTIPLE

In determining the market multiple, we have considered the following factors to determine the selection criteria for the comparable companies:

- The Target Company provides an integrated platform to serve both direct-to-business ("**D2B**") and direct-to-consumer ("**D2C**") customers simultaneously. The Target Company's model is that its major D2C suppliers are D2B customers themselves. This is not the most common for e-commerce solution platforms, which typically see a segregation between D2B and D2C operations.

- The Target Company is running the business under inventory-light approach. The Target Company adopts on-demand inventory model in serving its D2C segment since 2022. This enables the Target Company to more easily reduce the inventory risk, improve inventory management, and drive revenue growth without the need for massive upfront capital investment. While most D2C e-commerce companies grapple with the burden of maintaining large inventories, the Target Company's approach provides it with an advantage as it does not need to manage substantial inventory levels. Therefore, an "inventory-heavy" e-commerce company (including D2C companies with high inventory levels) may not be comparable.

- The Target Company anticipated a market capitalization of HKD3.5 billion (approximately USD450 million) under current De-SPAC arrangements. We incorporated a range of market capitalization of USD100 million to USD1 billion as one of the searching criteria, so the comparable companies are similar to the Target Company in terms of their size and scale while not excessively filtering out potential comparable companies.

- The geographic location and revenue concentration of an e-commerce company can significantly impact the valuation. For companies with revenue streams spread across a variety of industries or geographies, their valuation multiples may be distorted and may not be considered as comparable companies.

Based on the aforesaid factors stated above, a list of comparable companies was identified. The selection criteria are summarized as follows:

- The comparable companies are publicly listed;
- The comparable companies are searchable in Capital IQ;
- The principal business locations of the comparable companies are in Asia;
- The comparable companies with market capitalization between USD100 million and USD1 billion;
- The comparable companies derive over 90% of their revenues from the same industry of the Target Group, i.e. provision of digital solutions for e-commerce business;
- The comparable companies with inventory turnover (inventory to sales ratio) lower than 8% (approximately 1 month of sales); and
- Sufficient data, including the EV/Sales Multiples as at the Valuation Date of the comparable companies, is available.

As sourced from Capital IQ, an exhaustive list of comparable companies satisfying the above criteria was obtained on a best effort basis. The business and geographic description of the comparable companies are listed below:

Company Name	Listing Location	Principal Business Location	Company Description
Hangzhou Raycloud Technology Co., Ltd.	China	China	Hangzhou Raycloud Technology Co., Ltd. operates as an e-commerce software and service technology company in China and internationally. It offers various products and services that help e-commerce merchants to do business. The company provides e-commerce SaaS products and supporting hardware, as well as CRM SMS and operation services. Its e-commerce SaaS products include super store manager, super express, and other software. The company was founded in 2009 and is based in Hangzhou, China.
Weimob Inc.	China	China	Weimob Inc., an investment holding company, provides digital commerce and media services in the People's Republic of China. It operates through Subscription Solutions and Merchant Solutions segments. The Subscription Solutions segment provides cloud-hosted commerce and marketing software as a service products; customized software; customization services; applications developed by third-party vendors on the WOS; and other software related services; as well as ERP solutions, including WeiMall, Smart Retail, Smart Hotel, Heading ERP, and others. The Merchant Solutions segment offers value-added services for merchants to meet merchants' online digital commerce, marketing, and financing needs, including assisting merchants to purchase online advertising traffic in various media platforms. It also provides online marketing support services; and in-depth operation and marketing services. The company was founded in 2013 and is based in Shanghai, China.

Company Name	Listing Location	Principal Business Location	Company Description
91APP, Inc.	Taiwan	Taiwan	91APP, Inc., a Software-as-a-Service company, provides offline-merge-online retail software cloud solutions in Taiwan, Hong Kong, and Malaysia. It offers eCom + App Premium, a solution to improve the growth of online store performance; OMO Essential, a store assistant solution for small and medium-sized retail outlets; and OMO Enterprise, a solution with ecommerce, APP, store assistant, OMO solutions, and retail AI capabilities. The company also provides 360 TP Operation, a digital agency for brand management activities, such as official website operation, commodity management, marketing activities, e-commerce platform operation, advertisement/video, order processing/customer service, data analysis, and brand OMO consultation. It serves ecommerce stores, brick-and-mortar business owners, and mega-chain store enterprises. The company was incorporated in 2013 and is headquartered in Taipei City, Taiwan.
Appier Group, Inc. . .	Japan	Japan	Appier Group, Inc., a software-as-a-service company, provides artificial intelligence (AI) platforms for enterprises to make data-driven decisions in Japan and internationally. The company offers CrossX, a prediction-driven advertising platform, and AIXPERT, a platform that provides to run ads on autopilot for user acquisition; and AiDeal, an AI-based analytics solution for making purchase decisions for on-site conversion. It also provides AIQUA, a personalization AI platform for customer engagement, and BotBonnie, a no-code instant messaging solution for engagement application; and AIXON, a prediction platform for unparalleled audience intelligence, and AIRIS, an AI-powered customer data platform for audience intelligence. In addition, the company serves E-commerce, retail, finance and insurance, gaming, and automobile industries. Appier Group, Inc. was incorporated in 2018 and is headquartered in Tokyo, Japan.

As sourced from Capital IQ, the key financial information and market multiples of the comparable companies is listed below, as presented in millions of United States dollar ("**USD**"):

Company Name	Market Capitalization as at the Valuation Date	Total Revenue in 2023	Relevant Revenue	Inventory/ Sales	EV/Sales Multiple
	(in USD Million)	*(in USD Million)*			
Hangzhou Raycloud Technology Co., Ltd	406.95	65.50	99.91%	2.1%	5.86
Weimob Inc.	578.48	307.00	100.00%	0.0%	2.38
91APP, Inc.	334.38	42.88	92.21%	0.0%	5.93
Appier Group, Inc.	810.99	167.90	100.00%	0.0%	4.17
			Median		**5.01**

CALCULATION OF VALUATION RESULT

Under the guideline public company method, the market value of the Subject is estimated based on the financial information of the Target Company and the market multiples of the comparable companies derived from Capital IQ database as at the Valuation Date.

The calculation of the market value of 100% equity interest of the Target Company as at the Valuation Date is as follows:

Parameter	Unit	Input
Revenue of Target Company for the Year of 2023	*SGD'000*	126,595
Median EV/Sales Multiple of the Comparable Companies		5.01
Enterprise Value of the Target Company	*SGD'000*	634,416
Add: Cash[1]	*SGD'000*	13,418
Deduct: Debt[1]	*SGD'000*	(3,843)
Deduct: Convertible loan notes[1]	*SGD'000*	(12,318)
Deduct: Non-controlling interest[1]	*SGD'000*	(19)
Equity Value of the Target Company	*SGD'000*	631,654
Exchange rate of SGD to HKD		5.7846
Equity Value of the Target Company as at the Valuation Date (Rounded)	*HKD'000*	**3,654,000**

Note:

1. Figures as at 31 December 2023 based on Accountants' Report are adopted, and it is assumed that the figures as at 31 December 2023 have no material difference from that as at the Valuation Date.

VALUATION COMMENT

The conclusion of value is based on accepted valuation procedures and practices that rely substantially on the use of numerous assumptions and the consideration of many uncertainties, not all of which can be easily quantified or ascertained. Further, while the assumptions and other relevant factors are considered by us to be reasonable, they are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond the control of the Target Company, the Company and JLL.

We do not intend to express any opinion on matters which require legal or other specialized expertise or knowledge, beyond what is customarily employed by valuers. Our conclusions assume continuation of prudent management of the Target Company over whatever period of time that is reasonable and necessary to maintain the character and integrity of the assets valued.

This report is issued subject to our Limiting Conditions as attached.

INDEPENDENCE DECLARATION

We confirm that to the best of our knowledge and belief, we are independent of the Company and the Target Company, and have not contravened any independence requirements stipulated as per our professional memberships. Our fee is not contingent upon our conclusion of value.

OPINION OF VALUE

Based on the results of our investigations and analyses, we are of the opinion that the market value of 100% equity interest in Synagistics Pte. Ltd. as at the Valuation Date are reasonably stated at the amount of **HKD3,654,000,000**.

Yours faithfully,
For and on behalf of
Jones Lang LaSalle Corporate Appraisal and Advisory Limited
Simon M.K. Chan
Executive Director

Note: Mr. Simon M.K. Chan is a fellow (FCPA) of the Hong Kong Institute of Certified Public Accountants (HKICPA) and CPA Australia. He is also fellow of the Royal Institution of Chartered Surveyors (FRICS). He is an International Certified Valuation Specialist (ICVS) and a Chartered Valuer and Appraiser (Singapore). He oversees the business valuation services of JLL and has over 20 years of accounting, auditing, corporate advisory and valuation experiences. He has provided a wide range of valuation services to numerous listed and listing companies of different industries in the PRC, Hong Kong, Singapore and the United States.

LIMITING CONDITIONS

1. In the preparation of this Report, we relied on the accuracy, completeness and reasonableness of the financial information, forecast, assumptions and other data provided to us by the Client/Target Company and/or its representatives. We did not carry out any work in the nature of an audit and neither are we required to express an audit or viability opinion. We take no responsibility for the accuracy of such information. Our Report was used as part of the analysis of the Client/Target Company in reaching their conclusion of value and due to the above reasons, the ultimate responsibility of the derived value of the Subject rests solely with the Client.

2. We have explained as part of our service engagement procedure that it is the director's responsibility to ensure proper books of accounts are maintained, and the financial information and forecast give a true and fair view and have been prepared in accordance with the relevant standards and companies ordinance.

3. Public information and industry and statistical information have been obtained from sources we deem to be reputable; however, we make no representation as to the accuracy or completeness of such information, and have accepted the information without any verification.

4. The board of directors and the management of Client/Target Company have reviewed this Report and agreed and confirmed that the basis, assumptions, calculations and results are appropriate and reasonable.

5. Jones Lang LaSalle Corporate Appraisal and Advisory Limited shall not be required to give testimony or attendance in court or to any government agency by reason of this exercise, with reference to the project described herein. Should there be any kind of subsequent services required, the corresponding expenses and time costs will be reimbursed from you. Such kind of additional work may incur without prior notification to you.

6. No opinion is intended to be expressed for matters which require legal or other specialised expertise, which is out of valuers' capacity.

7. The use of and/or the validity of the Report is subject to the terms of the Agreement and the full settlement of the fees and all the expenses.

8. Our conclusions assume continuation of prudent and effective management policies over whatever period of time that is considered to be necessary in order to maintain the character and integrity of the Subject.

9. We assume that there are no hidden or unexpected conditions associated with the subject matter under review that might adversely affect the reported review result. Further, we assume no responsibility for changes in market conditions, government policy or other conditions after the Valuation Date. We cannot provide assurance on the achievability of the results forecasted by the Client/Target Company because events and circumstances frequently do not occur as expected; difference between actual and expected results may be material; and achievement of the forecasted results is dependent on actions, plans and assumptions of management.

10. This Report has been prepared solely for internal use purpose. The Report should not be otherwise referred to, in whole or in part, or quoted in any document, circular or statement in any manner, or distributed in whole or in part or copied to any third party without our prior written consent. Even with our prior written consent for such, we are not liable to any third party except for our client for this report. Our client should remind of any third party who will receive this report and the client will need to undertake any consequences resulted from the use of this report by the third party. We shall not under any circumstances whatsoever be liable to any third party.

11. This Report is confidential to the Client and the calculation of values expressed herein is valid only for the purpose stated in the Agreement as at the Valuation Date. In accordance with our standard practice, we must state that this Report and exercise is for the use only by the party to whom it is addressed to and no responsibility is accepted with respect to any third party for the whole or any part of its contents.

12. Where a distinct and definite representation has been made to us by parties interested in the Subject, we are entitled to rely on that representation without further investigation into the veracity of the representation.

13. The Client/Target Company agrees to indemnify and hold us and our personnel harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, to which we may become subjects in connection with this engagement. Our maximum liability relating to services rendered under this engagement (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the fee paid to us for the portion of its services or work products giving rise to liability. In no event shall we be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.), even if it has been advised of their possible existence.

14. We are not environmental, structural or engineering consultants or auditors, and we take no responsibility for any related actual or potential liabilities exist, and the effect on the value of the asset is encouraged to obtain a professional assessment. We do not conduct or provide such kind of assessments and have not considered the potential impact to the subject property.

15. This exercise is premised in part on the historical financial information and future forecast provided by the management of the Client/Target Company and/or its representatives. We have assumed the accuracy and reasonableness of the information provided and relied to a considerable extent on such information in our calculation of value. Since projections relate to the future, there will usually be differences between projections and actual results and in some cases, those variances may be material. Accordingly, to the extent any of the above mentioned information requires adjustments, the resulting value may differ significantly.

16. This Report and the conclusion of values arrived at herein are for the exclusive use of our client for the sole and specific purposes as noted herein. Furthermore, the Report and conclusion of values are not intended by the author, and should not be construed by any reader, to be investment advice or as financing or transaction reference in any manner whatsoever. The conclusion of values represents the consideration based on the information furnished by the Client/Target Company and other sources. Actual transactions involving the Subject might be concluded at a higher or lower value, depending upon the circumstances of the transaction and the knowledge and motivation of the buyers and sellers at that time. The transaction amount does not need to be close to the result as estimated in this report.

17. The board of directors, management, staff, and representatives of the Client/Target Company have confirmed to us that they are independent to JLL in this Valuation or calculation exercise. Should there be any conflict of interest or potential independence issue that may affect our independence in our work, the Client/Target Company and/or its representatives should inform us immediately and we may need to discontinue our work and we may charge our fee to the extent of our work performed or our manpower withheld or engaged.

SUMMARY OF THE CONSTITUTION OF THE COMPANY

1 Successor Memorandum of Association

The Successor Memorandum will be conditionally adopted on 25 October 2024 and states, inter alia, that the liability of the members of the Company is limited, that the objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Act or any other law of the Cayman Islands.

The Successor Memorandum is on display on the websites of the Stock Exchange and the Company as specified in Appendix X in the section headed "Documents on display".

2 Successor Articles of Association

The Successor Articles will be conditionally adopted on 25 October 2024 and include provisions to the following effect:

2.1 Directors

(a) Power to allot and issue Shares

Subject to the provisions in the Successor Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing shares, the Directors may allot, issue, grant options over or otherwise dispose of shares with or without preferred, deferred or other rights or restrictions, whether in regard to dividend or other distribution, voting, return of capital or otherwise and to such persons, at such times and on such other terms as the Directors think proper.

(b) Power to dispose of the assets of the Company or any subsidiary

Subject to the provisions of the Companies Act, the Successor Memorandum and Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Successor Memorandum and Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.

(c) Compensation or payment for loss of office

There are no provisions in the Successor Articles relating to compensation or payment for loss of office of a Director.

(d) Loans to Directors

There are no provisions in the Successor Articles relating to making of loans to Directors.

(e) Financial assistance to purchase Shares

There are no provisions in the Successor Articles relating to the giving of financial assistance by the Company to purchase shares in the Company or its subsidiaries.

(f) Disclosure of interest in contracts with the Company or any of its subsidiaries

No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or alternate Director holding office or of the fiduciary relationship thereby established, provided that the nature of the interest of any Director or any alternate Director in any such contract or transaction shall be disclosed by them at or prior to its consideration and any vote thereon.

A Director shall not be entitled to vote on (nor shall the Director be counted in the quorum in relation to) any resolution of the Directors in respect of any contract or arrangement or any other proposal in which the Director or any of his close associates has any material interest, and if he shall do so his vote shall not be counted (nor shall he be counted in the quorum for the resolution), but this prohibition shall not apply to any of the following matters, namely:

(i) the giving to such Director or any of his close associates of any security or indemnity in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries;

(ii) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director or any of his close associates has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;

(iii) any proposal concerning an offer of shares, debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or any of his close associates is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;

(iv) any proposal or arrangement concerning the benefit of employees of the Company or any of its subsidiaries including:

(A) the adoption, modification or operation of any employees' share scheme or any share incentive scheme or share option scheme under which the Director or any of his close associates may benefit; or

(B) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to the Director, his close associates and employees of the Company or any of its subsidiaries and does not provide in respect of any Director or any of his close associates, as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and

(v) any contract or arrangement in which the Director or any of his close associates is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of their interest in shares or debentures or other securities of the Company.

(g) Remuneration

The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

The Directors may approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond that Director's ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to their remuneration as a Director.

(h) Retirement, appointment and removal

The Company may by ordinary resolution appoint any person to be a Director, either to fill a vacancy or as an additional Director.

The Company may by ordinary resolution remove any Director (including a managing or other executive Director) before the expiration of such Director's term of office, notwithstanding anything in the Successor Articles or in any agreement between the Company and such Director, and may by ordinary resolution elect another person in their stead. Nothing shall be taken as depriving a Director so removed of compensation or damages payable to such Director in respect of the termination of his appointment as Director or of any other appointment or office as a result of the termination of his appointment as Director.

The Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Successor Articles as the maximum number of Directors. Any Director so appointed shall hold office only until the first annual general meeting of the Company after such Director's appointment and shall then be eligible for re-election at that meeting.

There is no shareholding qualification for Directors nor is there any specified age limit for Directors.

The office of a Director shall be vacated if:

(i) the Director gives notice in writing to the Company that he resigns the office of Director;

(ii) the Director is absent (for the avoidance of doubt, without being represented by proxy or an alternate Director appointed by him) for a continuous period of 12 months without special leave of absence from the Directors, and the Directors pass a resolution that he has by reason of such absence vacated office;

(iii) the Director dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(iv) the Director is found to be or becomes of unsound mind; or

(v) the Director is removed from office by notice in writing served upon such Director signed by not less than three-fourths in number (or, if that is not a round number, the nearest lower round number) of the Directors then in office (including such Director).

At every annual general meeting of the Company one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to, but not less than, one-third, shall retire from office by rotation, provided that every Director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years. A retiring Director shall retain office until the close of the meeting at which he retires and shall be eligible for re-election at such meeting. The Company at any annual general meeting at which any Directors retire may fill the vacated office by electing a like number of persons to be Directors.

(i) Borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

2.2 Alteration to constitutional documents

No alteration or amendment to the Successor Memorandum or Articles may be made except by special resolution.

2.3 Variation of rights of existing shares or classes of shares

If at any time the share capital of the Company is divided into different classes of shares, all or any of the rights attached to any class for the time being issued (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied only with the consent in writing of the holders of not less than three-fourths of the voting rights of the issued shares of that class, or with the approval of a resolution passed by a majority of not less than three-fourths of the votes cast at a separate meeting of the holders of the

shares of that class. To any such meeting all the provisions of the Successor Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one or more persons holding or representing by proxy or duly authorised representative at least one-third of the voting rights of the issued shares of that class.

The rights conferred upon the holders of shares of any class shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

2.4 Alteration of capital

The Company may by ordinary resolution:

(a) increase its share capital by such sum as the ordinary resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. On any consolidation of fully paid shares and division into shares of larger amount, the Directors may settle any difficulty which may arise as they think expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be consolidated determine which particular shares are to be consolidated into each consolidated share, and if it shall happen that any person shall become entitled to fractions of a consolidated share or shares, such fractions may be sold by some person appointed by the Directors for that purpose and the person so appointed may transfer the shares so sold to the purchasers thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated share or shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit;

(c) by subdivision of its existing shares or any of them divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Successor Memorandum or into shares without par value; and

(d) cancel any shares that at the date of the passing of the ordinary resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

The Company may by special resolution reduce its share capital or any capital redemption reserve fund, subject to the provisions of the Companies Act.

2.5 Special resolution — majority required

A "special resolution" is defined in the Successor Articles to have the same meaning as in the Companies Act, for which purpose, the requisite majority shall be not less than three-fourths of the votes of such members of the Company as, being entitled to do so, vote in person or, in the case of corporations, by their duly authorised representatives or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given and includes a special resolution approved in writing by all of the members of the Company entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of such members, and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments (if more than one) is executed.

In contrast, an "ordinary resolution" is defined in the Successor Articles to mean a resolution passed by a simple majority of the votes of such members of the Company as, being entitled to do so, vote in person or, in the case of corporations, by their duly authorised representatives or, where proxies are allowed, by proxy at a general meeting held in accordance with the Successor Articles and includes an ordinary resolution approved in writing by all the members of the Company aforesaid.

2.6 Voting rights

Subject to any rights or restrictions attached to any shares, at any general meeting every member of the Company present in person (or, in the case of a member being a corporation, by its duly authorised representative) or by proxy shall have (a) the right to speak; (b) one vote on a show of hands; and (c) one vote for every share of which he is the holder on a poll.

Where any member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such member in contravention of such requirement or restriction shall not be counted.

In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members of the Company.

A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by their committee, receiver, curator bonis, or other person on such member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

No person shall be counted in a quorum or be entitled to vote at any general meeting unless he is registered as a member on the record date for such meeting, nor unless all calls or other monies then payable by him in respect of shares have been paid.

At any general meeting a resolution put to the vote of the meeting shall be decided by way of a poll save that the chairperson of the meeting may allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands.

Any corporation or other non-natural person which is a member of the Company may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members, and the person so authorised shall be entitled to exercise the same powers as the corporation could exercise if it were an individual member.

If a recognised clearing house (or its nominee(s)) is a member of the Company it may authorise such person or persons as it thinks fit to act as its representative(s) at any general meeting of the Company or at any general meeting of any class of members of the Company, provided that, if more than one person is so authorised, the authorisation shall specify the number and class of shares in respect of which each such person is so authorised. A person authorised pursuant to this provision shall be entitled to exercise the same rights and powers on behalf of the recognised clearing house (or its nominee(s)) which that person represents as that recognised clearing house (or its nominee(s)) could exercise as if such person were an individual member of the Company holding the number and class of shares specified in such authorisation, including the right to speak and, where a show of hands is allowed, the right to vote individually on a show of hands.

2.7 Annual general meetings and extraordinary general meetings

The Company shall hold a general meeting as its annual general meeting for each financial year within six months (or such other period as may be permitted by the Listing Rules or the Stock Exchange) after the end of such financial year. An annual general meeting shall be specified as such in the notices calling it.

The Directors may call general meetings, and they shall on a members' requisition forthwith proceed to convene an extraordinary general meeting of the Company. A members' requisition is a requisition of one or more members holding at the date of deposit of the requisition not less than 10% of the voting rights, on a one vote per share basis, of the issued shares which as at that date carry the right to vote at general meetings of the Company. The members' requisition must state the objects and the resolutions to be added to the agenda of the meeting and must be signed by the requisitionists and deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the registered office of the Company, and may consist of several documents in like form each signed by one or more requisitionists. If there are no Directors as at the date of the deposit of the members' requisition or if the Directors do not within 21 days from the date of the deposit of the members' requisition duly proceed to convene a general meeting to be held within a further 21 days, the requisitionists, or any of them representing more than one-half of the total voting rights of all the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said 21 day period. A general meeting convened by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

2.8 Accounts and audit

The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Such books of account must be retained for a minimum period of five years from the date on which they are prepared. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members of the Company not being Directors, and no member (not

being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Companies Act or authorised by the Directors or by the Company in general meeting.

The Directors shall cause to be prepared and to be laid before the Company at every annual general meeting a profit and loss account for the period since the preceding account, together with a balance sheet as at the date to which the profit and loss account is made up, a Directors' report with respect to the profit or loss of the Company for the period covered by the profit and loss account and the state of the Company's affairs as at the end of such period, an auditors' report on such accounts and such other reports and accounts as may be required by law.

2.9 Auditors

The Company shall at every annual general meeting by ordinary resolution appoint an auditor or auditors of the Company who shall hold office until the next annual general meeting. The Company may by ordinary resolution remove an auditor before the expiration of his period of office. No person may be appointed as an auditor of the Company unless such person is independent of the Company. The remuneration of the auditors shall be fixed by the Company at the annual general meeting at which they are appointed by ordinary resolution, or in the manner specified in such resolution.

2.10 Notice of meetings and business to be conducted thereat

An annual general meeting shall be called by not less than 21 days' notice and any extraordinary general meeting shall be called by not less than 14 days' notice, which shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution. Every notice shall specify the place, the day and the hour of the meeting, particulars of the resolutions and the general nature of the business to be conducted at the meeting. Notwithstanding the foregoing, a general meeting of the Company shall, whether or not the notice specified has been given and whether or not the provisions of the Successor Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all members of the Company entitled to attend and vote at the meeting; and

(b) in the case of an extraordinary general meeting, by a majority in number of the members having a right to attend and vote at the meeting, together holding not less than 95% in par value of the shares giving that right.

If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time and place specified in the notice calling such meeting, they may change or postpone the meeting to another date, time and place.

The Directors also have the power to provide in every notice calling a general meeting that in the event of a gale warning or a black rainstorm warning is in force at any time on the day of the general meeting (unless such warning is cancelled at least a minimum period of time prior to the general meeting as the Directors may specify in the relevant notice), the meeting shall be postponed without further notice to be reconvened on a later date.

Where a general meeting is postponed:

(a) the Company shall endeavour to cause a notice of such postponement, which shall set out the reason for the postponement in accordance with the Listing Rules, to be placed on the Company's website and published on the Stock Exchange's website as soon as practicable, provided that failure to place or publish such notice shall not affect the automatic postponement of a general meeting due to a gale warning or black rainstorm warning being in force on the day of the general meeting;

(b) the Directors shall fix the date, time and place for the reconvened meeting and at least seven clear days' notice shall be given for the reconvened meeting; and such notice shall specify the date, time and place at which the postponed meeting will be reconvened and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and

(c) only the business set out in the notice of the original meeting shall be transacted at the reconvened meeting, and notice given for the reconvened meeting does not need to specify the business to be transacted at the reconvened meeting, nor shall any accompanying documents be required to be recirculated. Where any new business is to be transacted at such reconvened meeting, the Company shall give a fresh notice for such reconvened meeting in accordance with the Successor Articles.

2.11 Transfer of shares

Transfers of shares may be effected by an instrument of transfer, which shall be in writing and in any standard form of transfer as prescribed by the Stock Exchange or such other form as the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and, unless the Directors otherwise determine, the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company.

The Directors may decline to register any transfer of any share which is not fully paid up or on which the Company has a lien. The Directors may also decline to register any transfer of any shares unless:

(a) the instrument of transfer is lodged with the Company accompanied by the certificate for the shares to which it relates (which shall upon the registration of the transfer be cancelled) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) the instrument of transfer is in respect of only one class of shares;

(c) the instrument of transfer is properly stamped (in circumstances where stamping is required);

(d) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four;

(e) the shares concerned are free of any lien in favour of the Company; and

(f) a fee of such amount not exceeding the maximum amount as the Stock Exchange may from time to time determine to be payable (or such lesser sum as the Directors may from time to time require) is paid to the Company in respect thereof.

If the Directors refuse to register a transfer of any share they shall notify the transferor and the transferee within two months of such refusal.

The registration of transfers shall be suspended during such periods as the register of members of the Company is closed. The Directors may, on at least 10 business days' notice (or on at least 6 business days' notice in the case of a rights issue) being given by advertisement published on the Stock Exchange's website, or, subject to the Listing Rules, in the manner in which notices may be served by the Company by electronic means as provided in the Successor Articles or by advertisement published in the newspapers, close the register of members at such times and for such periods as the Directors may from time to time determine, provided that the register of members shall not be closed for more than 30 days in any year (or such longer period as the members of the Company may by ordinary resolution determine, provided that such period shall not be extended beyond 60 days in any year).

2.12 Power of the Company to purchase its own shares

Subject to the provisions of the Companies Act, the Company may purchase its own shares provided that (a) the manner of purchase has first been authorised by the members of the Company by ordinary resolution, and (b) any such purchase shall only be made in accordance with any relevant code, rules or regulations issued by the Stock Exchange or the Securities and Futures Commission of Hong Kong from time to time in force.

2.13 Power of any subsidiary of the Company to own shares

There are no provisions in the Successor Articles relating to the ownership of shares by a subsidiary.

2.14 Dividends and other methods of distribution

Subject to the Companies Act and the Articles of Association, the Company may by ordinary resolution resolve to pay dividends and other distributions on shares in issue and authorise payment of the dividends or other distributions out of the funds of the Company lawfully available therefor, provided no dividends shall exceed the amount recommended by the Directors. No dividend or other distribution shall be paid except out of the realised or unreleased profits of the Company, out of the share premium account or as otherwise permitted by law.

The Directors may from time to time pay to the members of the Company such interim dividends as appear to the Directors to be justified by the profits of the Company. The Directors may in addition from time to time declare and pay special dividends on shares of such amounts and on such dates as they think fit.

Except as otherwise provided by the rights attached to any shares, all dividends and other distributions shall be paid according to the amounts paid up on the shares that a member holds during any portion or portions of the period in respect of which the dividend is paid. For this purpose no amount paid up on a share in advance of calls shall be treated as paid up on the share.

The Directors may deduct from any dividends or other distribution payable to any member of the Company all sums of money (if any) then payable by the member to the Company on account of calls or otherwise. The Directors may retain any dividends or other monies payable on or in respect of a share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

No dividend shall carry interest against the Company. Except as otherwise provided by the rights attached to any shares, dividends and other distributions may be paid in any currency.

Whenever the Directors or the Company in general meeting have resolved that a dividend be paid or declared on the share capital of the Company, the Directors may further resolve: (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up on the basis that the shares so allotted are to be of the same class as the class already held by the allottee, provided that the members of the Company entitled thereto will be entitled to elect to receive such dividend (or part thereof) in cash in lieu of such allotment; or (b) that the members of the Company entitled to such dividend will be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Directors may think fit on the basis that the shares so allotted are to be of the same class as the class already held by the allottee. The Company may upon the recommendation of the Directors by ordinary resolution resolve in respect of any one particular dividend of the Company that notwithstanding the foregoing a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid without offering any right to members of the Company to elect to receive such dividend in cash in lieu of such allotment.

Any dividend, interest or other monies payable in cash in respect of shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the register of members of the Company or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, other distributions, bonuses, or other monies payable in respect of the shares held by them as joint holders.

Any dividend or other distribution which remains unclaimed after a period of six years from the date on which such dividend or distribution becomes payable shall be forfeited and shall revert to the Company.

The Directors, with the sanction of the members of the Company by ordinary resolution, may resolve that any dividend or other distribution be paid wholly or partly by the distribution of specific assets, and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways, and where any difficulty arises in regard to such distribution, the Directors may settle it as they think expedient, and in particular may disregard fractional entitlements, round the same up or down or provide that the same shall accrue to the benefit of the Company, and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members of the Company upon the basis of the value so fixed in order to adjust the rights of all members, and may vest any such specific assets in trustees as may seem expedient to the Directors.

2.15 Proxies

A member of the Company entitled to attend and vote at a general meeting of the Company shall be entitled to appoint another person who must be an individual as his proxy to attend and vote instead of him and a proxy so appointed shall have the same right as the member to speak at the meeting. Votes may be given either personally or by proxy. A proxy need not be a member of the Company. A member may appoint any number of proxies to attend in his stead at any one general meeting or at any one class meeting.

The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation or other non-natural person, under the hand of its duly authorised representative.

The Directors shall, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner (including by electronic means) by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited.

The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked.

2.16 Calls on shares and forfeiture of shares

Subject to the terms of the allotment and issue of any shares, the Directors may make calls upon the members of the Company in respect of any monies unpaid on their shares (whether in respect of par value or premium), and each member of the Company shall (subject to receiving at least 14 clear days' notice specifying the times or times of payment) pay to the Company at the time or times so specified the amount called on his shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him, notwithstanding the subsequent transfer of the shares in respect of which the call was made.

A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect of such share.

If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

If any call or instalment of a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

If such notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all dividends, other distributions or other monies payable in respect of the forfeited shares and not paid before the forfeiture.

A forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit.

A person any of whose shares have been forfeited shall cease to be a member of the Company in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate for the shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of the shares, together with interest at such rate as the Directors may determine, but that person's liability shall cease if and when the Company shall have received payment in full of all monies due and payable by them in respect of those shares.

2.17 Inspection of register of members

The Company shall maintain or cause to be maintained the register of members of the Company in accordance with the Companies Act. The Directors may, on giving 10 business days' notice (or 6 business days' notice in the case of a rights issue) by advertisement published on the Stock Exchange's website or, subject to the Listing Rules, in the manner in which notices may be served by the Company by electronic means as provided in the Successor Articles or by advertisement published in the newspapers, close the register of members at such times and for such periods as the Directors may determine, either generally or in respect of any class of shares, provided that the register shall not be closed for more than 30 days in any year (or such longer period as the members of the Company may by ordinary resolution determine, provided that such period shall not be extended beyond 60 days in any year).

Except when the register is closed, the register of members shall during business hours be kept open for inspection by any member of the Company without charge.

2.18 Quorum for meetings and separate class meetings

No business shall be transacted at any general meeting unless a quorum is present. Two members of the Company present in person or by proxy, or if a corporation or other non-natural person by its duly authorised representative or proxy, shall be a quorum unless the Company has only one member entitled to vote at such general meeting in which case the quorum shall be that one member present in person or by proxy, or in the case of a corporation or other non-natural person by its duly authorised representative or proxy.

The quorum for a separate general meeting of the holders of a separate class of shares of the Company is described in paragraph 2.3 above.

2.19 Rights of minorities in relation to fraud or oppression

There are no provisions in the Successor Articles concerning the rights of minority shareholders in relation to fraud or oppression.

2.20 Procedure on liquidation

Subject to the Companies Act, the Company may by special resolution resolve that the Company be wound up voluntarily.

Subject to the rights attaching to any shares, in a winding up:

(a) if the assets available for distribution amongst the members of the Company shall be insufficient to repay the whole of the Company's paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members of the Company in proportion to the capital paid up, or which ought to have been paid up, on the shares held by them at the commencement of the winding up;

(b) if the assets available for distribution amongst the members of the Company shall be more than sufficient to repay the whole of the Company's paid up capital at the commencement of the winding up, the surplus shall be distributed amongst the members of the Company in proportion to the capital paid up on the shares held by them at the commencement of the winding up.

If the Company shall be wound up, the liquidator may with the approval of a special resolution of the Company and any other approval required by the Companies Act, divide amongst the members of the Company in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members of the Company. The liquidator may, with the like approval, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the members of the Company as the liquidator, with the like approval, shall think fit, but so that no member of the Company shall be compelled to accept any assets, shares or other securities in respect of which there is a liability.

2.21 Untraceable members

The Company shall be entitled to sell any shares of a member of the Company or the shares to which a person is entitled by virtue of transmission on death or bankruptcy or operation of law if: (a) all cheques or warrants, not being less than three in number, for any sums payable in cash to the holder of such shares have remained uncashed for a period of 12 years; (b) the Company has not during that time or before the expiry of the three month period referred to in (d) below received any indication of the whereabouts or existence of the member; (c) during the 12-year period, at least three dividends in respect of the shares in question have become payable and no dividend during that period has been claimed by the member; and (d) upon expiry of the 12-year period, the Company has caused an advertisement to be published in the newspapers or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by electronic means as provided in the Successor Articles, giving notice of its intention to sell such shares and a period of three months has elapsed since such advertisement and the Stock Exchange has been notified of such intention. The net proceeds of any such sale shall belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former member for an amount equal to such net proceeds.

SUMMARY OF CAYMAN ISLANDS COMPANY LAW AND TAXATION

1 Introduction

The Companies Act is derived, to a large extent, from the older Companies Acts of England, although there are significant differences between the Companies Act and the current Companies Act of England. Set out below is a summary of certain provisions of the Companies Act, although this does not purport to contain all applicable qualifications and exceptions or to be a complete review of all matters of corporate law and taxation which may differ from equivalent provisions in jurisdictions with which interested parties may be more familiar.

2 Incorporation

The Company was incorporated in the Cayman Islands as an exempted company with limited liability on 26 January 2022 under the Companies Act. As such, its operations must be conducted mainly outside the Cayman Islands. The Company is required to file an annual return each year with the Registrar of Companies of the Cayman Islands and pay a fee which is based on the size of its authorised share capital.

3 Share Capital

The Companies Act permits a company to issue ordinary shares, preference shares, redeemable shares or any combination thereof.

The Companies Act provides that where a company issues shares at a premium, whether for cash or otherwise, a sum equal to the aggregate amount of the value of the premia on those shares shall be transferred to an account called the "share premium account". At the option of a company, these provisions may not apply to premia on shares of that company allotted pursuant to any arrangement in consideration of the acquisition or cancellation of shares in any other company and issued at a premium. The Companies Act provides that the share premium account may be applied by a company, subject to the provisions, if any, of its memorandum and articles of association, in such manner as the company may from time to time determine including, but without limitation:

(a) paying distributions or dividends to members;

(b) paying up unissued shares of the company to be issued to members as fully paid bonus shares;

(c) in the redemption and repurchase of shares (subject to the provisions of section 37 of the Companies Act);

(d) writing-off the preliminary expenses of the company;

(e) writing-off the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the company; and

(f) providing for the premium payable on redemption or purchase of any shares or debentures of the company.

No distribution or dividend may be paid to members out of the share premium account unless immediately following the date on which the distribution or dividend is proposed to be paid the company will be able to pay its debts as they fall due in the ordinary course of business.

The Companies Act provides that, subject to confirmation by the Grand Court of the Cayman Islands, a company limited by shares or a company limited by guarantee and having a share capital may, if so authorised by its articles of association, by special resolution reduce its share capital in any way.

Subject to the detailed provisions of the Companies Act, a company limited by shares or a company limited by guarantee and having a share capital may, if so authorised by its articles of association, issue shares which are to be redeemed or are liable to be redeemed at the option of the company or a shareholder. In addition, such a company may, if authorised to do so by its articles of association, purchase its own shares, including any redeemable shares. The manner of such a purchase must be authorised either by the articles of association or by an ordinary resolution of the company. The articles of association may provide that the manner of purchase may be determined by the directors of the company. At no time may a company redeem or purchase its shares unless they are fully paid. A company may not redeem or purchase any of its shares if, as a result of the redemption or purchase, there would no longer be any member of the company holding shares. A payment out of capital by a company for the redemption or purchase of its own shares is not lawful unless immediately following the date on which the payment is proposed to be made, the company shall be able to pay its debts as they fall due in the ordinary course of business.

There is no statutory restriction in the Cayman Islands on the provision of financial assistance by a company for the purchase of, or subscription for, its own or its holding company's shares. Accordingly, a company may provide financial assistance if the directors of the company consider, in discharging their duties of care and to act in good faith, for a proper purpose and in the interests of the company, that such assistance can properly be given. Such assistance should be on an arm's-length basis.

4 Dividends and Distributions

With the exception of section 34 of the Companies Act, there are no statutory provisions relating to the payment of dividends. Based upon English case law which is likely to be persuasive in the Cayman Islands in this area, dividends may be paid only out of profits. In addition, section 34 of the Companies Act permits, subject to a solvency test and the provisions, if any, of the company's memorandum and articles of association, the payment of dividends and distributions out of the share premium account (see paragraph 3 above for details).

5 Shareholders' Suits

The Cayman Islands courts can be expected to follow English case law precedents. The rule in *Foss v. Harbottle* (and the exceptions thereto which permit a minority shareholder to commence a class action against or derivative actions in the name of the company to challenge (a) an act which is *ultra vires* the company or illegal, (b) an act which constitutes a fraud against the minority where the wrongdoers are themselves in control of the company, and (c) an action which requires a resolution with a qualified (or special) majority which has not been obtained) has been applied and followed by the courts in the Cayman Islands.

6 Protection of Minorities

In the case of a company (not being a bank) having a share capital divided into shares, the Grand Court of the Cayman Islands may, on the application of members holding not less than one-fifth of the shares of the company in issue, appoint an inspector to examine into the affairs of the company and to report thereon in such manner as the Grand Court shall direct.

Any shareholder of a company may petition the Grand Court of the Cayman Islands which may make a winding up order if the court is of the opinion that it is just and equitable that the company should be wound up.

Claims against a company by its shareholders must, as a general rule, be based on the general laws of contract or tort applicable in the Cayman Islands or their individual rights as shareholders as established by the company's memorandum and articles of association.

The English common law rule that the majority will not be permitted to commit a fraud on the minority has been applied and followed by the courts of the Cayman Islands.

7 Disposal of Assets

The Companies Act contains no specific restrictions on the powers of directors to dispose of assets of a company. As a matter of general law, in the exercise of those powers, the directors must discharge their duties of care and to act in good faith, for a proper purpose and in the interests of the company.

8 Accounting and Auditing Requirements

The Companies Act requires that a company shall cause to be kept proper books of account with respect to:

(a) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;

(b) all sales and purchases of goods by the company; and

(c) the assets and liabilities of the company.

Proper books of account shall not be deemed to be kept if there are not kept such books as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

9 Register of Members

An exempted company may, subject to the provisions of its articles of association, maintain its principal register of members and any branch registers at such locations, whether within or without the Cayman Islands, as its directors may from time to time think fit. There is no requirement under the Companies Act for an exempted company to make any returns of members to the Registrar of Companies of the Cayman Islands. The names and addresses of the members are, accordingly, not a matter of public record and are not available for public inspection.

10 Inspection of Books and Records

Members of a company will have no general right under the Companies Act to inspect or obtain copies of the register of members or corporate records of the company. They will, however, have such rights as may be set out in the company's articles of association.

11 Special Resolutions

The Companies Act provides that a resolution is a special resolution when it has been passed by a majority of at least two-thirds of such members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given, except that a company may in its articles of association specify that the required majority shall be a number greater than two-thirds, and may additionally so provide that such majority (being not less than two-thirds) may

differ as between matters required to be approved by a special resolution. Written resolutions signed by all the members entitled to vote for the time being of the company may take effect as special resolutions if this is authorised by the articles of association of the company.

12 Subsidiary Owning Shares in Parent

The Companies Act does not prohibit a Cayman Islands company acquiring and holding shares in its parent company provided its objects so permit. The directors of any subsidiary making such acquisition must discharge their duties of care and to act in good faith, for a proper purpose and in the interests of the subsidiary.

13 Mergers and Consolidations

The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) "merger" means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company, and (b) "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorised by (a) a special resolution of each constituent company and (b) such other authorisation, if any, as may be specified in such constituent company's articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) if they follow the required procedures, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

14 Reconstructions

There are statutory provisions which facilitate reconstructions and amalgamations approved by (a) 75% in value of shareholders, or (b) a majority in number representing 75% in value of creditors, depending on the circumstances, as are present at a meeting called for such purpose and thereafter sanctioned by the Grand Court of the Cayman Islands. Whilst a dissenting shareholder would have the right to express to the Grand Court his view that the transaction for which approval is sought would not provide the shareholders with a fair value for their shares, the Grand Court is unlikely to disapprove the transaction on that ground alone in the absence of evidence of fraud or bad faith on behalf of management and if the transaction were approved and consummated the dissenting shareholder would have no rights comparable to the appraisal rights (i.e. the right to receive payment in cash for the judicially determined value of his shares) ordinarily available, for example, to dissenting shareholders of United States corporations.

15 Take-overs

Where an offer is made by a company for the shares of another company and, within four months of the offer, the holders of not less than 90% of the shares which are the subject of the offer accept, the offeror may at any time within two months after the expiration of the said four months, by notice require the dissenting shareholders to transfer their shares on the terms of the offer. A dissenting shareholder may apply to the Grand Court of the Cayman Islands within one month of the notice objecting to the transfer. The burden is on the dissenting shareholder to show that the Grand Court should exercise its discretion, which it will be unlikely to do unless there is evidence of fraud or bad faith or collusion as between the offeror and the holders of the shares who have accepted the offer as a means of unfairly forcing out minority shareholders.

16 Indemnification

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy (e.g. for purporting to provide indemnification against the consequences of committing a crime).

17 Restructuring

A company may present a petition to the Grand Court of the Cayman Islands for the appointment of a restructuring officer on the grounds that the company:

(a) is or is likely to become unable to pay its debts; and

(b) intends to present a compromise or arrangement to its creditors (or classes thereof) either pursuant to the Companies Act, the law of a foreign country or by way of a consensual restructuring.

The Grand Court may, among other things, make an order appointing a restructuring officer upon hearing of such petition, with such powers and to carry out such functions as the court may order. At any time (i) after the presentation of a petition for the appointment of a restructuring officer but before an order for the appointment of a restructuring officer has been made, and (ii) when an order for the appointment of a restructuring officer is made, until such order has been discharged, no suit, action or other proceedings (other than criminal proceedings) shall be proceeded with or commenced against the company, no resolution to wind up the company shall be passed, and no winding up petition may be presented against the company, except with the leave of the court. However, notwithstanding the presentation of a petition for the appointment of a restructuring officer or the appointment of a restructuring officer, a creditor who has security over the whole or part of the assets of the company is entitled to enforce the security without the leave of the court and without reference to the restructuring officer appointed.

18 Liquidation

A company may be placed in liquidation compulsorily by an order of the court, or voluntarily (a) by a special resolution of its members if the company is solvent, or (b) by an ordinary resolution of its members if the company is insolvent. The liquidator's duties are to collect the assets of the company (including the amount (if any) due from the contributories (shareholders)), settle the list of creditors and discharge the company's liability to them, rateably if insufficient assets exist to discharge the liabilities in full, and to settle the list of contributories and divide the surplus assets (if any) amongst them in accordance with the rights attaching to the shares.

19 Stamp Duty on Transfers

No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands.

20 Taxation

Pursuant to section 6 of the Tax Concessions Act (As Revised) of the Cayman Islands, the Company has obtained an undertaking from the Financial Secretary of the Cayman Islands:

(a) that no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and

(b) in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:

(i) on or in respect of the shares, debentures or other obligations of the Company; or

(ii) by way of the withholding in whole or in part of any relevant payment as defined in section 6(3) of the Tax Concessions Act (As Revised).

The undertaking is for a period of twenty years from 28 January 2022.

The Cayman Islands currently levy no taxes on individuals or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to the Company levied by the Government of the Cayman Islands save certain stamp duties which may be applicable, from time to time, on certain instruments executed in or brought within the jurisdiction of the Cayman Islands. The Cayman Islands are not party to any double tax treaties that are applicable to any payments made by or to the Company.

21 Exchange Control

There are no exchange control regulations or currency restrictions in the Cayman Islands.

22 General

Maples and Calder (Hong Kong) LLP, the Company's legal advisers on Cayman Islands law, have sent to the Company a letter of advice summarising aspects of Cayman Islands company law. This letter, together with a copy of the Companies Act, is on display on the websites as referred to in the section headed "Documents on display" in Appendix X. Any person wishing to have a detailed summary of Cayman Islands company law or advice on the differences between it and the laws of any jurisdiction with which he/she is more familiar is recommended to seek independent legal advice.

The following sets out the Successor Memorandum and Articles proposed to be adopted at the EGM (showing changes to the relevant provisions of the Memorandum and Articles).

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED
MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

~~HK ACQUISITION CORPORATION~~
~~香港匯德收購公司~~
Synagistics Limited
獅騰控股有限公司

(~~as~~conditionally adopted by special resolution passed on ~~18 May 2022~~[•] 2024
and effective on ~~15 August 2022~~[•] 2024)

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION

OF

~~HK ACQUISITION CORPORATION~~
~~香港匯德收購公司~~
Synagistics Limited
獅騰控股有限公司

(~~as~~conditionally adopted by special resolution passed on ~~18 May 2022~~[•] 2024 and effective on ~~15 August 2022~~[•] 2024)

1 The name of the Company is ~~HK Acquisition Corporation 香港匯德收購公司~~Synagistics Limited 獅騰控股有限公司.

2 The Registered Office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or at such other place within the Cayman Islands as the Directors may decide.

3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.

4 The liability of each Member is limited to the amount unpaid on such Member's shares.

5 The share capital of the Company is HK~~D~~$[110,000] divided into ~~1,000,000,000 Class A ordinary~~[1,100,000,000] shares of a par value of HK~~D~~$[0.0001~~ each and 100,000,000 Class B ordinary shares of a par value of HKD$0.0001~~] each.

6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

7 Capitalised terms that are not defined in this Second Amended and Restated Memorandum of Association bear the respective meanings given to them in the Second Amended and Restated Articles of Association of the Company.

THE COMPANIES ACT (AS REVISED) OF THE CAYMAN ISLANDS COMPANY LIMITED BY SHARES

SECOND AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

~~HK ACQUISITION CORPORATION~~ ~~香港匯德收購公司~~ Synagistics Limited 獅騰控股有限公司

(~~as~~conditionally adopted by special resolution passed on ~~18 May 2022~~[•] 2024 and effective on ~~15 August 2022~~[•] 2024)

1 INTERPRETATION

1.1 In the Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

~~"Applicable Law"~~	~~means, with respect to any person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any governmental authority applicable to such person.~~
"Articles"	means these second amended and restated articles of association of the Company.
~~"Audit Committee"~~	~~means the audit committee of the board of directors of the Company established pursuant to the Articles, or any successor committee.~~
"Auditor"	means the person or persons for the time being performing the duties of auditor of the Company.

"Black Rainstorm Warning"	has the same meaning as in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong.
"Business Day"	means a day on which the Exchange generally is open for the business of dealing in securities in Hong Kong. Notwithstanding the foregoing, where the Exchange is closed for the business of dealing in securities in Hong Kong on a day by reason of a Gale Warning, Black Rainstorm Warning or other similar event, such day shall for the purpose of any notice sent under the Articles be counted as a Business Day.
"Chairperson"	means the chairperson of the board of Directors of the Company elected pursuant to Article ~~29.7~~28.7.
~~"Class A Share"~~	~~means a Class A ordinary share of a par value of HKD$0.0001 in the share capital of the Company.~~
~~"Class B Share"~~	~~means a Class B ordinary share of a par value of HKD$0.0001 in the share capital of the Company.~~
"Close Associate"	has the same meaning as in the Listing Rules.
"Communication Facilities"	shall mean video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communication, internet or online means of which all Persons participating in a meeting are capable of hearing and being heard by each other.
"Company"	means ~~HK Acquisition Corporation 香港匯德收購公司~~ Synagistics Limited 獅騰控股有限公司.
"Company's Website"	means the website of the Company, the address or domain name of which has been notified to the Members.

"~~De-SPAC Transaction~~Corporate Communication"	~~means a merger, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving the Company, with one or more businesses or entities (the "**target business**"), which De-SPAC Transaction: (a) as long as the securities of the Company are listed on the Exchange, must occur with a target business that has a fair market value of at least 80% of the Offering Proceeds, provided that in the event the De-SPAC Transaction involves more than one target business, each target business must have a fair market value of at least 80% of the Offering Proceeds; and (b) must not be solely effectuated with another blank cheque company or a similar company with nominal operations.~~has the same meaning as in the Listing Rules.
"Directors"	means the directors for the time being of the Company.
"Dividend"	means any dividend (whether interim or final) resolved to be paid on Shares pursuant to the Articles.
~~"Earn-out Shares"~~	~~means the additional Successor Shares that the Promoters may, subject to approval by the Members and the compliance with the Listing Rules, receive after the completion of the De-SPAC Transaction.~~
"Electronic Means"	means sending or otherwise making the communication available to the intended recipients in electronic format.
"Electronic Record"	has the same meaning as in the Electronic Transactions Act.
"Electronic Transactions Act"	means the Electronic Transactions Act (As Revised) of the Cayman Islands.
~~"Equity-linked Securities"~~	~~means any debt or equity securities that are convertible, exercisable or exchangeable for Class A Shares issued in a financing transaction in connection with a De-SPAC Transaction, including but not limited to a private placement of equity or debt.~~

~~"Escrow Account"~~	~~means the escrow account established by the Company upon the completion of the Offering and into which the Offering Proceeds will be deposited.~~
"Exchange"	means The Stock Exchange of Hong Kong Limited.
~~"Extra Shine"~~	~~means Extra Shine Limited, a company incorporated in the British Virgin Islands with limited liability that is wholly owned by Mr. Chan Tak Lam Norman, who is acting as one of the promoters of the Company.~~
"Gale Warning"	has the same meaning as in the Interpretation and General Clauses Ordinance (Cap. 1 of the Laws of Hong Kong.
~~"Listing Document"~~	~~means the listing document to be issued pursuant to the Offering as may be amended, supplemented or revised from time to time.~~
"Listing Rules"	means the Rules Governing the Listing of Securities on the Exchange.
"Member"	has the same meaning as in the Statute.
"Memorandum"	means the second amended and restated memorandum of association of the Company.
~~"Max Giant"~~	~~means Max Giant Limited (巨溢有限公司), a company incorporated in Hong Kong that is acting as one of the promoters of the Company.~~
~~"Nomination Committee"~~	~~means the nomination committee of the board of directors of the Company established pursuant to the Articles, or any successor committee.~~
~~"Offering"~~	~~means the Company's initial offering of securities.~~
~~"Offering Proceeds"~~	~~means the gross proceeds of the initial offering of the Class A Shares and the Equity-linked Securities pursuant to the Offering.~~
~~"Officer"~~	~~means a person appointed to hold an office in the Company.~~

"Ordinary Resolution"	means a resolution passed by a simple majority of votes of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution passed pursuant to Article ~~20.2~~19.2. In computing the majority on a poll regard shall be had to the number of votes to which each Member is entitled by the Articles.
"Person"	shall mean any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having a separate legal personality) or any of them as the context so requires.
"Present"	shall means, in respect of any Person, such Person's presence at a general meeting of members, which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorised representative (or, in the case of any member, a proxy which has been validly appointed by such member in accordance with these Articles), being: a) physically present at the meeting; or b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting, connected by means of the use of such Communication Facilities.
~~"Pride Vision"~~	~~means Pride Vision Group Limited, a company incorporated in the British Virgin Islands with limited liability that is wholly owned by Ms. Tsang King Suen Katherine, who is acting as one of the promoters of the Company.~~
~~"Promoters"~~	~~means Max Giant, Mr. Chan Tak Lam Norman and Ms. Tsang King Suen Katherine.~~

~~"Promoter HoldCo"~~	~~means Hong Kong Acquisition Company Limited, a company incorporated in the British Virgin Islands that is owned as to 51% by Extra Shine, 32% by Pride Vision and 17% by Max Giant.~~
~~"Promoter Warrants"~~	~~means any warrants to be issued by the Company to the Promoters or their nominee(s) who will hold such warrants on their behalf.~~
"Recognised Clearing House"	has the same meaning as in Part I of Schedule 1 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).
"Register of Members"	means the register of Members maintained in accordance with the Statute and includes (except where otherwise stated) any branch or duplicate register of Members.
"Registered Office"	means the registered office for the time being of the Company.
~~"Remuneration Committee"~~	~~means the remuneration committee of the board of directors of the Company established pursuant to the Articles, or any successor committee.~~
"Rights Issue"	means an offer by way of rights to existing holders of securities of the Company which enables those holders to subscribe for securities in proportion to their existing holdings.
"Seal"	means the common seal of the Company and includes every duplicate seal.
"Secretary"	means the person or persons appointed as company secretary by the Directors from time to time.
~~"SFC"~~	~~means the Securities and Futures Commission.~~
"Share"	means a ~~Class A Share or a Class B Share~~share in the Company and includes a fraction of a share in the Company.

"Special Resolution"	has the same meaning as in the Statute and for this purpose, the requisite majority shall ~~subject to Articles 16.3(b), 16.3(c), 27.5 and 43.1~~ be not less than ~~two-thirds~~three-fourths of the votes of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given, and includes a unanimous written resolution passed pursuant to Article ~~20.2~~19.2. In computing the majority on a poll regard shall be had to the number of votes to which each Member is entitled by the Articles.
"Statute"	means the Companies Act (As Revised) of the Cayman Islands.
"Subsidiary"	has the same meaning as in the Listing Rules.
"Virtual Meeting"	shall mean any general meeting of the members at which the members (and any other permitted participants of such meeting, including, without limitation, the Chairperson of such meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities.
~~"Successor Company"~~	~~means the listed issuer resulting from the completion of a De-SPAC Transaction.~~
~~"Successor Share"~~	~~means a share of the Successor Company upon completion of a De-SPAC Transaction.~~

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender;

(c) words importing persons include corporations as well as any other legal or natural person;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) "shall" shall be construed as imperative and "may" shall be construed as permissive;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

(g) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(h) the term "and/or" is used to mean both "and" as well as "or". The use of "and/or" in certain contexts in no respects qualifies or modifies the use of the terms "and" or "or" in others. The term "or" shall not be interpreted to be exclusive and the term "and" shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

(i) headings are inserted for reference only and shall be ignored in construing the Articles;

(j) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;

(k) any requirements as to execution or signature under the Articles including the execution of the Articles themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act;

(l) sections 8 and 19(3) of the Electronic Transactions Act shall not apply;

(m) the term "clear days" in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect;

(n) the term "holder" in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share;

(o) the term "published in the newspapers" means published as a paid advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper, being in each case a newspaper published daily and circulating generally in Hong Kong in accordance with the Listing Rules; and

(p) the term "published on the Exchange's website" means published in English and Chinese on the Exchange's website in accordance with the Listing Rules.

2 COMMENCEMENT OF BUSINESS

2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.

2.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

3 ISSUE OF SHARES ~~AND OTHER SECURITIES~~

3.1 Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and ~~where applicable, the Listing Rules and Applicable Law, and~~ without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to ~~Dividends~~Dividend or other ~~distributions~~distribution, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper~~, and may also (subject to the Statute and the Articles) vary such rights, save that the Directors shall not allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) to the extent that it may affect the ability of the Company to carry out a Class B Ordinary Share Conversion set out in the Articles~~.

~~3.2 The Company may issue rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company on such terms as the Directors may from time to time determine.~~

~~3.3 The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine.~~

3.2 ~~3.4~~ The Company shall not issue Shares to bearer.

4 REGISTER OF MEMBERS

4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

4.2 The Directors may determine that the Company shall maintain one or more branch registers of Members in accordance with the Statute. The Directors may also determine which register of Members shall constitute the principal register and which shall constitute the branch register or registers, and to vary such determination from time to time. The principal register and the branch register or registers shall together be treated as the Register of Members for the purposes of the Articles.

4.3 The Directors may, in their absolute discretion, at any time transfer any share on the principal register to any branch register or any share on any branch register to the principal register or any other branch register.

4.4 For so long as any Shares are listed on the Exchange, title to such listed Shares may be evidenced and transferred in accordance with the Listing Rules that are or shall be applicable to such listed Shares. The Register of Members maintained by the Company in respect of such listed Shares (whether the principal register or a branch register) may be kept by recording the particulars required by section 40 of the Statute in a form otherwise than legible (provided it is capable of being reproduced in a legible form) if such recording otherwise complies with the Listing Rules that are or shall be applicable to such listed Shares.

4.5 Except when a register is closed and, if applicable, subject to the additional provisions of Article 5.1, the principal register and any branch register shall during business hours be kept open for inspection by any Member without charge. The reference to business hours in this Article is subject to such reasonable restrictions as the Company in general meeting may impose, but so that not less than two hours in each Business Day is to be allowed for inspections.

5 CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose, the Directors may, on giving at least 10 Business Days' notice (or at least 6 Business Days' notice in the case of a Rights Issue) by advertisement published on the Exchange's website or, subject to the Listing Rules, in the manner in which notices may be

served by the Company by Electronic Means as provided in the Articles or by advertisement published in the newspapers, close the Register of Members at such times and for such periods as the Directors may determine, either generally or in respect of any class of Shares, provided that the Register of Members shall not be closed for more than 30 days in any year (or such longer period as the Members may by ordinary resolution determine, provided that such period shall not be extended beyond 60 days in any year). The Company shall, on demand, furnish any person seeking to inspect the Register of Members or any part thereof which is closed by virtue of this Article with a certificate signed by the Secretary stating the period for which, and by whose authority, it is closed. In the event that there is an alteration of book closure dates, the Company shall give at least 5 Business Days' notice in accordance with the procedures set out in this Article and the Listing Rules.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend or other distribution, the date on which notice of the meeting is sent or the date on which the resolution of the Members or the Directors resolving to pay such Dividend or other distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

6 CERTIFICATES FOR SHARES

6.1 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors and/or affixed with the securities Seal of the Company kept in accordance with Article ~~37.3~~36.3, provided that the Directors may generally or in any particular case resolve that the securities Seal or any signatures may be affixed to or imprinted on share certificates by mechanical process, or that any certificates sealed with the securities Seal need not be signed by any person. All certificates for Shares shall specify the Shares to which they relate. All certificates surrendered to the Company for

transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be ~~renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence,~~replaced on payment of such fee, if any, not exceeding such amount as may from time to time be permitted under the Listing Rules (or such lesser sum as the Directors may ~~prescribe, and (in the case of defacement or wearing out) upon delivery~~from time to time require) and on such terms and conditions, if any, as to publication of notices, evidence and indemnity, as the Directors think fit and, where it is defaced or worn out, after delivery up of the old certificate to the Company for cancellation.

6.4 Every share certificate sent in accordance with the Articles shall be sent at the risk of the Member or other person entitled to the certificate. The Company shall not be responsible for any share certificate lost or delayed in the course of delivery.

7 TRANSFER OF SHARES

~~7.1 Subject to the terms of the Articles, any Member may transfer all or any of their Shares by an instrument of transfer provided that such transfer complies with the Listing Rules and Applicable Law. If the Shares in question were issued in conjunction with rights, options, warrants or units issued pursuant to the Articles on terms that one cannot be transferred without the other, the Directors shall refuse to register the transfer of any such Share without evidence satisfactory to them of the like transfer of such right, option, warrant or unit.~~

7.1 ~~7.2~~ Transfer of Shares may be effected by an instrument of transfer, which shall be in writing and in ~~the usual or common form consistent with the~~any standard form of transfer as prescribed by the Exchange or ~~in~~ such other form~~s~~ as the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and by or on behalf of the transferee, provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case which they think fit in their discretion to do so. The instrument of transfer of any Share shall be executed with a manual signature or a facsimile signature (which may be machine printed or otherwise) by or on behalf of the transferor and the transferee, provided that in the case of execution by facsimile signature by or on behalf of a transferor or transferee, the Directors shall have previously been provided

with a list of specimen signatures of the authorised signatories of such transferor or transferee and the Directors shall be reasonably satisfied that such facsimile signature corresponds to one of those specimen signatures.

7.2 ~~7.3~~ The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

7.3 ~~7.4~~ Notwithstanding Article 7.1, transfer of Shares which are listed on the Exchange may be effected by any method of transferring or dealing in securities permitted by the Listing Rules and which has been approved by the Directors for such purpose.

7.4 ~~7.5~~ The Directors may, in their absolute discretion, decline to register a transfer of any Share which is not fully paid up or on which the Company has a lien. If the Directors refuse to register a transfer they shall notify the transferor and the transferee within two months of such refusal.

7.5 ~~7.6~~ The Directors may also decline to register a transfer of any Share unless:

(a) the instrument of transfer is lodged with the Company accompanied by the certificate for the Shares to which it relates (which shall upon registration of the transfer be cancelled) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) the instrument of transfer is in respect of only one class of Shares;

(c) the instrument of transfer is properly stamped (in circumstances where stamping is required);

(d) in the case of a transfer to joint holders, the number of joint holders to whom the Share is transferred does not exceed four;

(e) the Shares concerned are free of any lien in favour of the Company; and

(f) a fee of such amount not exceeding the maximum amount as the Exchange may from time to time determine to be payable (or such lesser sum as the Directors may from time to time require) is paid to the Company in respect of the registration.

7.6 ~~7.7~~ The registration of transfers shall be suspended during such periods as the Register of Members is closed in accordance with Article 5.1.

8 REDEMPTION, REPURCHASE AND SURRENDER OF SHARES

8.1 Subject to the provisions of the Statute~~, and, where applicable, the Listing Rules and Applicable Law,~~ the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares~~, except Class A Shares,~~ shall be effected in such manner and upon such other terms as the Company may, by Special Resolution, determine before the issue of ~~such Shares. The Company will provide Members who hold Class A Shares the right to request the redemption of such Class A Shares in the circumstances described in the Listing Rules and upon such terms as set out under the Listing Document and the Articles.~~the Shares.

8.2 Subject to the provisions of the Statute, ~~and, where applicable, the Listing Rules, Applicable Law and~~the Company may purchase its own Shares (including any redeemable Shares) provided that (a) the manner of purchase has first been authorised by an Ordinary Resolution, and (b) any such purchase shall only be made in accordance with any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force~~, the Company may purchase its own Shares (including any redeemable Shares). For the avoidance of doubt, unless otherwise required by the Listing Rules, Applicable Law and any relevant code, rules or regulations issued by the Exchange or the Securities and Futures Commission of Hong Kong from time to time in force, redemptions, repurchases and surrenders of Shares in the circumstances described in the Article above shall not require further approval of the Members~~.

8.3 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

8.4 The Directors may accept the surrender for no consideration of any fully paid Share.

9 VARIATION OF RIGHTS OF SHARES

9.1 If at any time the share capital of the Company is divided into different classes of Shares, all or any of the rights attached to any class ~~of Shares~~ for the time being issued (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied only with the consent in writing of the holders of not less than three-fourths ~~in nominal value~~of the voting rights of the issued Shares of that class, or with the approval of a resolution passed by a majority of not less than three-fourths of the votes cast at a separate meeting of the holders of the Shares of that class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis*

mutandis, except that the necessary quorum shall be one or more persons holding or representing by proxy or duly authorised representative at least one-third of the voting rights of the issued Shares of that class.

9.2 ~~For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.~~

9.2 ~~9.3~~ The rights conferred upon the holders of the Shares of any class shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

10 COMMISSION ON SALE OF SHARES

The Company may, in so far as the Statute permits, pay a commission to any person in consideration of that person subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

11 LIEN ON SHARES

11.1 The Company shall have a first and paramount lien on every Share (not being a fully paid up Share) registered in the name of a Member (whether solely or jointly with others) for all monies, whether presently payable or not, called or payable at a fixed time, in respect of such Share, but the Directors may at any time resolve that any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon.

11.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within 14 clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

11.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or their nominee shall be registered as the holder of the Shares comprised in any such transfer, and they shall not be bound to see to the application of the purchase money, nor shall their title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under the Articles.

11.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

12 CALL ON SHARES

12.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Member shall (subject to receiving at least 14 clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon them notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

12.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

12.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of such Share.

12.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

12.5 An amount payable in respect of a Share on issue or allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

12.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

12.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by that Member, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

12.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a Dividend or other distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

13 FORFEITURE OF SHARES

13.1 If a call or instalment of a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

13.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Dividends, other distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

13.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

13.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by that person to the Company in respect of those Shares together with interest at such rate as the Directors may determine, but that person's liability shall cease if and when the Company shall have received payment in full of all monies due and payable by them in respect of those Shares.

13.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall their title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

13.6 The provisions of the Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.

14 TRANSMISSION OF SHARES

14.1 If a Member dies the survivor or survivors (where they were a joint holder) or their legal personal representatives (where they were a sole holder), shall be the only persons recognised by the Company as having any title to the deceased Member's Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which the Member was a joint or sole holder.

14.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by that person to the Company, either to become the holder of such Share or to have some person nominated by them registered as the holder of such Share. If they elect to have another person registered as the holder of such Share they shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before their death or bankruptcy or liquidation or dissolution, as the case may be.

14.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Dividends, other distributions and other advantages to which they would be entitled if they were the holder of such Share. However, they shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered or to have some person nominated by them registered as the holder of the Share (but the Directors shall, in either case, have the

same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before their death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within 90 days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Dividends, other distributions, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

~~**15 CLASS B ORDINARY SHARE CONVERSION**~~

~~15.1 The rights attaching to the Class A Shares and Class B Shares shall rank *pari passu* in all respects, and the Class A Shares and Class B Shares shall vote together as a single class on all matters (subject to the Variation of Rights of Shares Article and the Appointment and Removal of Directors Article hereof) with the exception that the holder of a Class B Share shall have the conversion rights referred to in this Article.~~

~~15.2 Class B Shares shall convert into Successor Shares on a one-for-one basis (the "**Initial Conversion Ratio**") at the completion of a De-SPAC Transaction.~~

~~15.3 Subject to Article 15.4, the number of Class B Shares issued and outstanding shall not, in the aggregate, exceed 20% of the total number of Shares issued and outstanding as at the date of the Offering.~~

~~15.4 Notwithstanding any other provision of these Articles, in the event of any sub-division or consolidation of Shares, the number of Successor Shares into which the Class B Shares are convertible on a one-for-one ratio will be correspondingly adjusted in proportion to the increase or decrease, as applicable, and shall not result in the Promoters being entitled to more than or less than 20% (or 28%, in the case of anti-dilution adjustments for the number of Earn-out Shares) of the total number of Shares in issue on the date of the Offering, as adjusted by such sub-division or consolidation of Shares.~~

~~15.5 Each Class B Share shall convert into its pro rata number of Successor Shares pursuant to this Article. The pro rata share for each holder of Class B Shares will be determined as follows: each Class B Share shall convert into such number of Successor Shares as is equal to the product of 1 multiplied by a fraction, the numerator of which shall be the total number of Successor Shares into which all of the Class B Shares in issue shall be converted pursuant to this Article and the denominator of which shall be the total number of Class B Shares in issue at the time of conversion.~~

~~15.6 References in this Article to "converted", "conversion" or "exchange" shall mean the compulsory redemption without notice of Class B Shares of any Member and, on behalf of such Members, automatic application of such redemption proceeds in paying for such new Successor Shares into which the Class B Shares have been converted or exchanged at a price per Class B Share necessary to give effect to a conversion or exchange calculated on the basis that the Successor Shares to be issued as part of the conversion or exchange will be issued at par. The Successor Shares to be issued on an exchange or conversion shall be registered in the name of such Member or in such name as the Member may direct.~~

~~15.7 Notwithstanding anything to the contrary in this Article, in no event may any Class B Share convert into Successor Shares at a ratio that is less than one-for-one.~~

15 ~~16~~ AMENDMENTS OF MEMORANDUM AND ARTICLES OF ASSOCIATION AND ALTERATION OF CAPITAL

15.1 ~~16.1~~ The Company may by Ordinary Resolution:

(a) increase its share capital by such sum as the Ordinary Resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

(b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares. On any consolidation of fully paid Shares and division into Shares of larger amount, the Directors may settle any difficulty which may arise as they think expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of Shares to be consolidated determine which particular Shares are to be consolidated into each consolidated Share, and if it shall happen that any person shall become entitled to fractions of a consolidated Share or Shares, such fractions may be sold by some person appointed by the Directors for that purpose and the person so appointed may transfer the Shares so sold to the purchasers thereof and the validity of such transfer shall not be questioned, and so that the net proceeds of such sale (after deduction of the expenses of such sale) may either be distributed among the persons who would otherwise be entitled to a fraction or fractions of a consolidated Share or Shares rateably in accordance with their rights and interests or may be paid to the Company for the Company's benefit;

~~(c) convert all or any of its paid-up Shares into stock, and reconvert that stock into paid-up Shares of any denomination;~~

(c) ~~(d)~~ by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and

(d) ~~(e)~~ cancel any Shares that at the date of the passing of the Ordinary Resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.

15.2 ~~16.2~~ All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital.

15.3 ~~16.3~~ Subject to the provisions of the Statute and the provisions of the Articles as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

(a) change its name;

(b) alter or add to the Articles ~~except that the required majority for the purposes of approving any Special Resolution to alter or add to the Articles shall be three-fourths instead of two-thirds of the votes of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given~~;

(c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein ~~except that the required majority for the purposes of approving any Special Resolution to alter or add to the Memorandum shall be three-fourths instead of two-thirds of the votes of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given~~; and

(d) reduce its share capital or any capital redemption reserve fund.

16 ~~17~~ OFFICES AND PLACES OF BUSINESS

Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

17 ~~18~~ GENERAL MEETINGS

17.1 ~~18.1~~ The Company shall hold a general meeting as its annual general meeting ~~in~~for each financial year~~, subject to~~ within six months (or such other period as may be permitted by the Listing Rules~~. The~~ or the Exchange) after the end of such financial year. An annual general meeting shall be specified as such in the notices calling it, and shall be held at such time and place as the Directors shall appoint.

17.2 ~~18.2~~ All general meetings other than annual general meetings shall be called extraordinary general meetings.

17.3 ~~18.3~~ The Directors may call general meetings, and they shall on a Members' requisition forthwith proceed to convene an extraordinary general meeting of the Company.

17.4 ~~18.4~~ A Members' requisition is a requisition of one or more Members holding at the date of deposit of the requisition not less than 10% of the voting rights, on a one vote per share basis, of the issued Shares which as at that date carry the right to vote at general meetings of the Company.

17.5 ~~18.5~~ The Members' requisition must state the objects and the resolutions to be added to the agenda of the meeting and must be signed by the requisitionists and deposited at the principal office of the Company in Hong Kong or, in the event the Company ceases to have such a principal office, the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

17.6 ~~18.6~~ If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within 21 days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further 21 days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said 21 day period.

17.7 ~~18.7~~ A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

17.8 The Directors may make Communication Facilities available for a specific general meeting or all general meetings of the Company so that members and other participants may attend and participate at such general meetings by means of such Communication Facilities. Without limiting the generality of the foregoing, the Directors may determine that any general meeting may be held as a Virtual Meeting.

18 ~~19~~ NOTICE OF GENERAL MEETINGS

18.1 ~~19.1~~ At least 21 clear days' notice shall be given of any annual general meeting, and at least 14 clear days' notice shall be given of any extraordinary general meeting. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a ~~Special Resolution~~special resolution shall specify the intention to propose the resolution as a ~~Special Resolution~~special resolution. The notice of any general meeting (including a postponed or reconvened meeting held pursuant to Article 18.5) at which Communication Facilities will be utilised (including any Virtual Meeting) must disclose the Communication Facilities that will be utilised, including the procedures to be followed by any member or other participants of the general meeting who wishes to utilise such Communication Facilities for the purpose of attending, participating and voting at such meeting. Every notice shall specify the place, the day and the hour of the meeting, particulars of the resolutions and the general nature of the business to be conducted at the general meeting, and shall be given in the manner set out in Article 42.1, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of an annual general meeting, by all of the Members entitled to attend and vote at the meeting; and

(b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than 95% in par value of the Shares giving that right.

18.2 ~~19.2~~ The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive such notice shall not invalidate the proceedings of that general meeting.

18.3 ~~19.3~~ If, after the notice of a general meeting has been sent but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Directors, in their absolute discretion,

consider that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time and place specified in the notice calling such meeting, they may change or postpone the meeting to another date, time and place in accordance with Article ~~19.5~~18.5.

18.4 ~~19.4~~ The Directors shall also have the power to provide in every notice calling a general meeting that in the event of a Gale Warning or a Black Rainstorm Warning (or the equivalent in the location of the relevant meeting) is in force at any time on the day of the general meeting (unless such warning has been cancelled at least a minimum period of time prior to the general meeting as the Directors may specify in the relevant notice), the meeting shall be postponed without further notice to be reconvened on a later date in accordance with Article ~~19.5~~18.5.

18.5 ~~19.5~~ Where a general meeting is postponed in accordance with Article ~~19.3~~18.3 or Article ~~19.4~~18.4:

(a) the Company shall endeavour to cause a notice of such postponement, which shall set out the reason for the postponement in accordance with the Listing Rules, to be placed on the Company's Website and published on the Exchange's website as soon as practicable, provided that failure to place or publish such notice shall not affect the automatic postponement of a general meeting pursuant to Article ~~19.4~~18.4;

(b) the Directors shall fix the date, time and place for the reconvened meeting and at least seven clear days' notice shall be given for the reconvened meeting in the manner specified in Article 42.1, and such notice shall specify the date, time and place at which the postponed meeting will be reconvened, and the date and time by which proxies shall be submitted in order to be valid at such reconvened meeting (provided that any proxy submitted for the original meeting shall continue to be valid for the reconvened meeting unless revoked or replaced by a new proxy); and

(c) only the business set out in the notice of the original meeting shall be transacted at the reconvened meeting, and notice given for the reconvened meeting does not need to specify the business to be transacted at the reconvened meeting, nor shall any accompanying documents be required to be recirculated. Where any new business is to be transacted at such reconvened meeting, the Company shall give a fresh notice for such reconvened meeting in accordance with Article ~~19.1~~18.1.

19 ~~20~~ PROCEEDINGS AT GENERAL MEETINGS

19.1 ~~20.1~~ No business shall be transacted at any general meeting ~~of the Company~~ unless a quorum is ~~present~~Present. Two Members ~~holding not less than 10% of the voting rights, on a one vote per share basis, of the issued Shares which as at that date carry the right to vote at general meetings of the Company and~~ being individuals ~~present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy~~Present shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member ~~present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy~~Present.

19.2 ~~20.2~~ A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by or on behalf of all of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations or other non-natural persons, signed by their duly authorised representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.

19.3 ~~20.3~~ If a quorum is not ~~present~~Present within 15 minutes from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be ~~present~~Present, the meeting, if convened upon a Members' requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the Directors may determine, and if at the adjourned meeting a quorum is not ~~present~~Present within 15 minutes from the time appointed for the meeting to commence, the Members ~~present~~Present shall be a quorum.

19.4 ~~20.4~~ The Chairperson shall preside as chairperson at every general meeting. If there is no such Chairperson, or if the Chairperson is not ~~present~~Present within 15 minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors ~~present~~Present shall elect one of their number to be chairperson of the meeting. If no Director is willing to act as chairperson or if no Director is ~~present~~Present within 15 minutes after the time appointed for the meeting to commence, the Members ~~present~~Present shall choose one of their number to be chairperson of the meeting.

19.5 The Chairperson of any general meeting shall be entitled to attend and participate at such general meeting by means of Communication Facilities, and to act as the Chairperson, in which event:

(a) the Chairperson shall be deemed to be Present at the meeting; and

(b) if the Communication Facilities are interrupted or fail for any reason to enable the Chairperson to hear and be heard by all other Persons attending and participating at the meeting, then the other Directors Present at the meeting shall choose another Director Present to act as Chairperson of the meeting for the remainder of the meeting; provided that (i) if no other Director is Present at the meeting, or (ii) if all Directors Present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week and at such time and place as shall be decided by the Board.

19.6 ~~20.5~~ The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19.7 ~~20.6~~ When a general meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.

19.8 ~~20.7~~ A resolution put to the vote of the meeting shall be decided on poll, save that the chairperson may, in good faith, allow a resolution which relates purely to a procedural or administrative matter as prescribed under the Listing Rules to be voted on by a show of hands.

19.9 ~~20.8~~ Where a resolution is voted on by a show of hands as permitted under the Listing Rules, a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

19.10 ~~20.9~~ A poll shall, subject to Article ~~20.10~~19.10, be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was taken as the chairperson directs. No notice needs to be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.

19.11 ~~20.10~~ A poll on the election of a chairperson of the meeting or on a question of adjournment shall be taken at the meeting and without adjournment.

19.12 ~~20.11~~ In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote.

20 ~~21~~ VOTES OF MEMBERS

20.1 ~~21.1~~ Subject to the Articles and to any rights or restrictions attached to any Shares, at any general meeting ~~of the Company (a)~~ every Member ~~present in person (or, in the case of a Member being a corporation, by its duly authorised representative) or by proxy~~Present shall have (a) the right to speak; (b) one vote on a show of hands ~~every Member present in any such manner shall have one vote~~; and (c) ~~on a poll every Member present in any such manner shall have~~ one vote for every Share of which they are the holder on a poll.

20.2 ~~21.2~~ Where any Member is, under the Listing Rules, required to abstain from voting on any particular resolution or restricted to voting only for or only against any particular resolution, any votes cast by or on behalf of such Member in contravention of such requirement or restriction shall not be counted.

20.3 ~~21.3~~ In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

20.4 ~~21.4~~ A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by their committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

20.5 ~~21.5~~ No person shall be counted in a quorum or be entitled to vote at any general meeting ~~of the Company~~ unless they are registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by them in respect of Shares have been paid.

20.6 ~~21.6~~ No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairperson whose decision shall be final and conclusive.

20.7 ~~21.7~~ On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy

the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

20.8 ~~21.8~~ On a poll, a Member holding more than one Share need not cast the votes in respect of their Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing the proxy, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which they are appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which they are appointed.

21 ~~22~~ PROXIES

21.1 ~~22.1~~ A Member entitled to attend and vote at a general meeting of the Company shall be entitled to appoint another person (who must be an individual) as their proxy to attend and vote instead of them and a proxy so appointed shall have the same right as the Member to speak at the meeting. Votes may be given either personally or by proxy. A proxy need not be a Member. A Member may appoint any number of proxies to attend in their stead at any one general meeting or at any one class meeting.

21.2 ~~22.2~~ The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of their attorney duly authorised in writing, or, if the appointor is a corporation or other non-natural person, under the hand of its duly authorised representative.

21.3 ~~22.3~~ The Directors shall, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner (including by Electronic Means) by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited.

21.4 ~~22.4~~ The chairperson may in any event at their discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairperson, shall be invalid.

21.5 ~~22.5~~ The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) ~~(provided that this shall not preclude the use of the two-way form)~~ and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked.

21.6 ~~22.6~~ Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

22 ~~23~~ CORPORATE MEMBERS

22.1 ~~23.1~~ Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which they represent as the corporation could exercise if it were an individual Member.

22.2 ~~23.2~~ If a Recognised Clearing House (or its nominee(s)) is a Member it may authorise such person or persons as it thinks fit to act as its representative(s) at any meeting of the Company or of any class of Members, provided that, if more than one person is so authorised, the authorisation shall specify the number and class of Shares in respect of which each such person is so authorised. The person so authorised will be deemed to have been duly authorised without the need to produce any documents of title, notarised authorisation and/or further evidence to substantiate that that person is so authorised. A person so authorised pursuant to this Article shall be entitled to exercise the same rights and powers on behalf of the Recognised Clearing House (or its nominee(s)) which that person represents as that Recognised Clearing House (or its nominee(s)) could exercise as if such person were an individual Member holding the number and class of Shares specified in such authorisation, including the right to speak and, where a show of hands is allowed, the right to vote individually on a show of hands, notwithstanding any contrary provision contained in the Articles.

23 ~~24~~ SHARES THAT MAY NOT BE VOTED

Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

24 ~~25~~ DIRECTORS

~~25.1~~ There shall be a board of Directors consisting of not less than two persons (exclusive of alternate Directors) provided however that the Company may by Ordinary Resolution increase or reduce the limits in the number of Directors but so that the number of Directors shall not be less than two.

25 ~~26~~ POWERS OF DIRECTORS

25.1 ~~26.1~~ Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

25.2 ~~26.2~~ All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

25.3 ~~26.3~~ The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to their surviving spouse, civil partner or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

25.4 ~~26.4~~ The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

26 ~~27~~ APPOINTMENT AND REMOVAL OF DIRECTORS

~~27.1 Prior to the completion of a De-SPAC Transaction, the Company may by Ordinary Resolution of the holders of the Class B Shares appoint any person to be a Director or may by Ordinary Resolution of the holders of the Shares remove any Director.~~

26.1 The Company may by Ordinary Resolution appoint any person to be a Director, either to fill a vacancy or as an additional Director.

26.2 ~~27.2 After the completion of a De-SPAC Transaction, the~~The Company may by Ordinary Resolution remove any Director (including a managing or other executive Director) before the expiration of such Director's term of office, notwithstanding anything in the Articles or in any agreement between the Company and such Director and may by Ordinary Resolution elect another person in their stead. Nothing in this Article shall be taken as depriving a Director removed under this Article of compensation or damages payable to such Director in respect of the termination of their appointment as Director or of any other appointment or office as a result of the termination of their appointment as Director.

26.3 ~~27.3~~ The Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. Any Director so appointed shall hold office only until the first annual general meeting of the Company after such Director's appointment and shall then be eligible for re-election at that meeting.

26.4 ~~27.4~~ At every annual general meeting of the Company one-third of the Directors for the time being (or, if their number is not three or multiple of three, then the number nearest to, but not less than, one-third) shall retire from office by rotation provided that every Director (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years. Any Director required to stand for re-election pursuant to Article ~~27.3~~26.3 shall not be taken into account in determining the number of Directors and which Directors are to retire by rotation. A retiring Director shall retain office until the close of the meeting at which such Director retires and shall be eligible for re-election at such meeting. The Company at any annual general meeting at which any Directors retire may fill the vacated office by electing a like number of persons to be Directors.

~~27.5 Prior to the completion of a De-SPAC Transaction, Article 27.1 may only be amended by a Special Resolution passed by the holders of at least 90% of the Class B Shares as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been given, or by way of unanimous written resolution.~~

27 ~~28~~ VACATION OF OFFICE OF DIRECTOR

The office of a Director shall be vacated if:

(a) the Director gives notice in writing to the Company that they resign the office of Director; or

(b) the Director is absent (for the avoidance of doubt, without being represented by proxy or an alternate Director appointed by them) for a continuous period of 12 months without special leave of absence from the Directors, and the Directors pass a resolution that they have by reason of such absence vacated office; or

(c) the Director dies, becomes bankrupt or makes any arrangement or composition with their creditors generally; or

(d) the Director is found to be or becomes of unsound mind; or

(e) the Director is removed from office by notice in writing served upon such Director signed by not less than three-fourths in number (or, if that is not a round number, the nearest lower round number) of the Directors then in office (including such Director).

28 ~~29~~ PROCEEDINGS OF DIRECTORS

28.1 ~~29.1~~ The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two Directors. A person who holds office as an alternate Director shall, if their appointor is not present, be counted in the quorum. A Director who also acts as an alternate Director shall, if their appointor is not present, count twice towards the quorum.

28.2 ~~29.2~~ Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairperson shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of their appointor to a separate vote on behalf of their appointor in addition to their own vote.

28.3 ~~29.3~~ A person may participate in a meeting of the Directors or any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairperson is located at the start of the meeting.

28.4 ~~29.4~~ Unless required otherwise by the Listing Rules, a resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of the Directors (an alternate Director being entitled to sign such a resolution on behalf of their appointor and if such alternate Director is also a Director, being entitled to sign such resolution both on behalf of their appointor and in their capacity as a Director) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held. Notwithstanding the foregoing, a resolution which relates to any matter or business in which a substantial shareholder of the Company (as defined in the Listing Rules) or a Director has an interest conflicting with that of the Company, which the Directors determine to be material prior to the passing of such resolution, shall not be passed by a resolution in writing and shall only be passed at a meeting of the Directors held in accordance with the Articles.

28.5 ~~29.5~~ A Director or alternate Director may, or the Secretary on the direction of a Director or alternate Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis*.

28.6 ~~29.6~~ The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.

28.7 ~~29.7~~ The Directors may elect a chairperson of their board (the "**Chairperson**") and determine the period for which they are to hold office; but if no Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairperson of the meeting.

28.8 ~~29.8~~ All acts done by any meeting of the Directors or of a committee of the Directors (including any person acting as an alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or alternate Director, and/or that they or any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director or alternate Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

28.9 ~~29.9~~ A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by that Director. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

29 ~~30~~ PRESUMPTION OF ASSENT

A Director or alternate Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting or unless they shall file their written dissent from such action with the person acting as the chairperson or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director or alternate Director who voted in favour of such action.

30 ~~31~~ DIRECTORS' INTERESTS

30.1 ~~31.1~~ A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with their office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

30.2 ~~31.2~~ A Director or alternate Director may act on their own or by, through or on behalf of their firm in a professional capacity for the Company and they or their firm shall be entitled to remuneration for professional services as if they were not a Director or alternate Director.

30.3 ~~31.3~~ A Director or alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by them as a director or officer of, or from their interest in, such other company.

30.4 ~~31.4~~ No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or alternate Director holding office or of the fiduciary relationship thereby established, provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by them at or prior to its consideration and any vote thereon.

30.5 ~~31.5~~ A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of Article ~~31.4~~30.4, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

30.6 ~~31.6~~ A Director shall not be entitled to vote on (nor shall such Director be counted in the quorum in relation to) any resolution of the Directors in respect of any contract or arrangement or any other proposal in which such Director or any of their Close Associates has any material interest, and if they shall do so their vote shall not be counted (nor ~~is~~shall such Director ~~to~~ be counted in the quorum for the resolution), but this prohibition shall not apply to any of the following matters:

(a) the giving of any security or indemnity either:

(i) to the Director or any of their Close Associates in respect of money lent or obligations incurred or undertaken by the Director or any of them at the request of or for the benefit of the Company or any of its Subsidiaries; or

(ii) to a third party in respect of a debt or obligation of the Company or any of its Subsidiaries for which either the Director or their Close Associates has themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;

(b) any proposal concerning an offer of shares, debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or their Close Associates are or are to be interested as a participant in the underwriting or sub-underwriting of the offer;

(c) any proposal or arrangement concerning the benefit of employees of the Company or its Subsidiaries including:

(i) the adoption, modification or operation of any employees' share scheme or any share incentive or share option scheme under which the Director or their Close Associates may benefit; or

(ii) the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates to the Director, their Close Associates and employees of the Company or any of its Subsidiaries and does not provide in respect of any Director, or their Close Associates, as such any privilege or advantage not generally accorded to the class of persons to which such scheme or fund relates; and

(d) any contract or arrangement in which the Director or their Close Associates are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue only of their interest in shares or debentures or other securities of the Company.

30.7 ~~31.7~~ If any question shall arise at any meeting of the Directors as to the materiality of a Director's interest or the significance of a contract, arrangement or transaction or proposed contract, arrangement or transaction or as to the entitlement of any Director to vote or form part of a quorum and such question is not resolved by such Director voluntarily agreeing to abstain from voting or not to be counted in the quorum, such question shall be referred to the chairperson of the meeting (or, where such question relates to the interest of the chairperson, to the other Directors at the meeting) and the chairperson's ruling (or, as appropriate, the ruling of the other Directors) in relation to any other Director (or, as appropriate, the chairperson) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned (or, as appropriate, the chairperson) as known to such Director (or, as appropriate, the chairperson) has not be fairly disclosed to the Directors.

31 ~~32~~ MINUTES

The Directors shall cause minutes to be made in books kept for the purpose of recording all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors or alternate Directors present at each meeting.

32 ~~33~~ DELEGATION OF DIRECTORS' POWERS

32.1 ~~33.1~~ The Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors ~~(including, without limitation, the Audit Committee, the Remuneration Committee and Nomination Committee)~~. They may also delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by that Director, provided that an alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if they cease to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

32.2 ~~33.2~~ The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

~~33.3 The Directors may adopt formal written charters for committees. Each of these committees shall be empowered to do all things necessary to exercise the rights of such committee set forth in the Articles and shall have such powers as the Directors may delegate pursuant to the Articles and as required by the Listing Rules and Applicable Law. Each of the Audit Committee, the Remuneration Committee and the Nomination Committee, if established, shall consist of such number of Directors as the Directors shall from time to time determine (or such minimum number as may be required from time to time by the Listing Rules and Applicable Law).~~

32.3 ~~33.4~~ The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

32.4 ~~33.5~~ The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in them.

32.5 ~~33.6~~ The Directors may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any Secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of their appointment an officer of the Company may be removed by resolution of the Directors or Members. An officer of the Company may vacate their office at any time if they give notice in writing to the Company that they resign their office.

33 ~~34~~ ALTERNATE DIRECTORS

33.1 ~~34.1~~ Any Director (but not an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by them.

33.2 ~~34.2~~ An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which their appointor is a member, to attend and vote at every such meeting at which the Director appointing them is not personally present, to sign any written resolution of the Directors, and generally to perform all the functions of their appointor as a Director in their absence.

33.3 ~~34.3~~ An alternate Director shall cease to be an alternate Director if their appointor ceases to be a Director.

33.4 ~~34.4~~ Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

33.5 ~~34.5~~ Subject to the provisions of the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for their own acts and defaults and shall not be deemed to be the agent of the Director appointing them.

34 ~~35~~ NO MINIMUM SHAREHOLDING

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

35 ~~36~~ REMUNERATION OF DIRECTORS

35.1 ~~36.1~~ The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of ~~the~~ Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

35.2 ~~36.2~~ The Directors may by resolution approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond that Director's ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to their remuneration as a Director.

36 ~~37~~ SEAL

36.1 ~~37.1~~ The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer of the Company or other person appointed by the Directors for the purpose.

36.2 ~~37.2~~ The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

36.3 ~~37.3~~ The Company may have a securities Seal, which shall be a facsimile of the common Seal with the word "Securities" engraved thereon and shall be used exclusively for sealing securities issued by the Company and for sealing documents creating or evidencing securities so issued.

36.4 ~~37.4~~ A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over their signature alone to any document of the Company required to be authenticated by them under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

37 ~~38~~ DIVIDENDS, DISTRIBUTIONS AND RESERVE

37.1 ~~38.1~~ Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Company may by Ordinary Resolution resolve to pay Dividends and other distributions on Shares in issue and authorise payment of the Dividends or other distributions out of the funds of the Company lawfully available therefor, provided no Dividends shall exceed the amount recommended by the Directors. No Dividend or other distribution shall be paid except out of the realised or unrealised profits of the Company, out of the share premium account or as otherwise permitted by law.

37.2 ~~38.2~~ The Directors may from time to time pay to the Members such interim Dividends as appear to the Directors to be justified by the profits of the Company and, in particular (but without prejudice to the generality of the foregoing), if at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those Shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those Shares which confer on the holders thereof preferential rights with regard to Dividends and provided that the Directors act bona fide, the Directors shall not incur any responsibility to the holders of Shares conferring preferential rights.

37.3 ~~38.3~~ The Directors may in addition from time to time declare and pay special Dividends on Shares of any class of such amounts and on such dates as they think fit, and the provisions of Article ~~38.2~~37.2 as regards the powers and the exemption from liability of the Directors as relate to declaration and payment of interim Dividends shall apply, *mutatis mutandis*, to the declaration and payment of any such special Dividends.

37.4 ~~38.4~~ Except as otherwise provided by the rights attached to any Shares, all Dividends and other distributions shall be paid according to the amounts paid up on the Shares that a Member holds during any portion or portions of the period in respect of which the Dividend

is paid. For the purpose of this Article no amount paid up on a Share in advance of calls shall be treated as paid up on the Share. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.

37.5 ~~38.5~~ The Directors may deduct from any Dividend or other distribution payable to any Member all sums of money (if any) then payable by the Member to the Company on account of calls or otherwise. The Directors may retain any Dividends or other monies payable on or in respect of a Share upon which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

37.6 ~~38.6~~ Whenever the Directors or the Company in general meeting have resolved that a Dividend be paid or declared on the share capital of the Company, the Directors may further resolve:

(a) that such Dividend be satisfied wholly or in part in the form of an allotment of Shares credited as fully paid up, provided that the Members entitled thereto will be entitled to elect to receive such Dividend (or part thereof) in cash in lieu of such allotment. In such case, the following provisions shall apply:

(i) the basis of any such allotment shall be determined by the Directors;

(ii) the Directors, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the Members of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

(iii) the right of election may be exercised in respect of the whole or part of that portion of the Dividend in respect of which the right of election has been accorded;

(iv) the Dividend (or that part of the Dividend to be satisfied by the allotment of Shares as aforesaid) shall not be payable in cash on Shares in respect whereof the cash election has not been duly exercised (the "**non-elected shares**") and in satisfaction thereof Shares shall be allotted and credited as fully paid to the holders of the non-elected Shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, share premium account and capital redemption reserve (if there is any such reserve)) or profit and loss account or

amounts otherwise available for distribution as the Directors may determine, a sum equal to the aggregate nominal amount of the Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of Shares for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

(b) that Members entitled to such Dividend shall be entitled to elect to receive an allotment of Shares credited as fully paid in lieu of the whole or such part of the Dividend as the Directors may think fit. In such case, the following provisions shall apply:

(i) the basis of any such allotment shall be determined by the Directors;

(ii) the Directors, after determining the basis of allotment, shall give not less than two weeks' notice in writing to the Members of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;

(iii) the right of election may be exercised in respect of the whole or part of that portion of the Dividend in respect of which the right of election has been accorded; and

(iv) the Dividend (or that part of the Dividend in respect of which a right of election has been accorded) shall not be payable on Shares in respect whereof the share election has been duly exercised (the "**elected shares**") and in lieu thereof Shares shall be allotted credited as fully paid to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Directors shall capitalise and apply out of any part of the undivided profits of the Company or any part of any of the Company's reserve accounts (including any special account, share premium account and capital redemption reserve (if there is any such reserve)) or profit and loss account or amounts otherwise available for distribution as the Directors may determine, a sum equal to the aggregate nominal amount of the Shares to be allotted on such basis and apply the same in paying up in full the appropriate number of Shares for allotment and distribution to and amongst the holders of the elected shares on such basis.

37.7 ~~38.7~~ The Shares allotted pursuant to the provisions of Article ~~38.6~~37.6 shall be of the same class as the class of, and shall rank pari passu in all respects with, the Shares then held by the respective allottees save only as regards participation:

(a) in the relevant Dividend (or Share or cash election in lieu thereof as aforesaid); or

(b) in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant Dividend, unless contemporaneously with the announcement by the Directors of their proposal to apply the provisions of Article ~~38.6(a)~~37.6(a) or ~~38.6(b)~~37.6(b) in relation to the relevant Dividend or contemporaneously with the announcement of the distribution, bonus or rights in question, the Directors shall specify that the Shares to be allotted pursuant to the provisions of Article ~~38.6~~37.6 shall rank for participation in such distributions, bonuses or rights.

37.8 ~~38.8~~ The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of Article ~~38.6~~37.6, with full power to the Directors to make such provisions as they think fit in the case of Shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Directors may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.

37.9 ~~38.9~~ The Company may, upon the recommendation of the Directors, by Ordinary Resolution resolve in respect of any one particular Dividend that notwithstanding the provisions of Article ~~38.6~~37.6, a Dividend may be satisfied wholly in the form of an allotment of Shares credited as fully paid without offering any right to Members to elect to receive such Dividend in cash in lieu of such allotment.

37.10 ~~38.10~~ The Directors may on any occasion determine that rights of election and the allotment of Shares under Article ~~38.6~~37.6 shall not be made available or made to any Members with registered addresses in any territory where:

(a) the circulation of an offer of such rights of election or the allotment of Shares would or might be unlawful in the absence of a registration statement or other special formalities; or

(b) the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable to such offer or the acceptance of such offer are, in the Directors' opinion, out of proportion to the benefits of the Company,

and in any such case the provisions aforesaid shall be read and construed subject to such determination.

37.11 ~~38.11~~ The Directors shall establish an account called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share in the Company. The Company may apply the share premium account in any manner permitted by the Statute. The Company shall at all times comply with the provisions of the Statute in relation to the share premium account.

37.12 ~~38.12~~ The Directors, with the sanction of the Members by Ordinary Resolution, may resolve that any Dividend or other distribution be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may disregard fractional entitlements, round the same up or down or provide that the same shall accrue to the benefit of the Company, and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

37.13 ~~38.13~~ Except as otherwise provided by the rights attached to any Shares, Dividends and other distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

37.14 ~~38.14~~ The Directors may, before recommending any Dividend or other distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

37.15 ~~38.15~~ Any Dividend, other distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, other distributions, bonuses, or other monies payable in respect of the Shares held by them as joint holders.

37.16 ~~38.16~~ No Dividend or other distribution shall bear interest against the Company.

37.17 ~~38.17~~ Any Dividend or other distribution which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Dividend or other distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend or other distribution shall remain as a debt due to the Member. Any Dividend or other distribution which remains unclaimed after a period of six years from the date on which such Dividend or other distribution becomes payable shall be forfeited and shall revert to the Company.

38 ~~39~~ CAPITALISATION

38.1 ~~39.1~~ The Company in general meeting may upon the recommendation of the Directors by Ordinary Resolution at any time resolve to capitalise any sum standing to the credit of any of the Company's reserve accounts or funds (including the share premium account and capital redemption reserve fund ~~but excluding the Escrow Account~~) or any sum standing to the credit of the profit and loss account or otherwise available for distribution; appropriate such sum to Members in the proportions in which such sum would have been divisible amongst such Members had the same been a distribution of profits by way of Dividend or other distribution; and apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid.

38.2 ~~39.2~~ Where a resolution referred to in Article ~~39.1~~38.1 has been passed, the Directors shall make all appropriations and applications of the funds resolved to be capitalised thereby, and all allotment and issues of fully paid Shares, and generally shall do all acts and things required to give effect thereto, with full power given to the Directors to:

(a) make such provision by the issue of fractional Shares or by payment in cash or otherwise (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned) as they think fit in cases where Shares become distributable in fractions;

(b) exclude the right of participation or entitlement of any Member with a registered address in any territory where:

(i) the circulation of an offer of such right or entitlement would or might be unlawful in the absence of a registration statement or other special formalities; or

(ii) the costs, expenses or possible delays in ascertaining the existence or extent of the legal and other requirements applicable to such offer or the acceptance of such offer are, in the opinion on the Directors, out of proportion to the benefits to the Company; and

(c) authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the funds resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.

38.3 ~~39.3~~ The Directors may, in relation to any capitalisation sanctioned under Article ~~39.1~~38.1 in their absolute discretion specify that, and in such circumstances and if directed to do so by a Member or Members entitled to an allotment and distribution credited as fully paid up of unissued Shares pursuant to such capitalisation, the unissued Shares to which that Member is entitled shall be allotted and distributed credited as fully paid up to such person or persons as that Member may nominate by notice in writing to the Company, such notice to be received not later than the day for which the general meeting of the Company to sanction the capitalisation is convened.

39 UNTRACEABLE MEMBERS

39.1 The Company shall be entitled to sell any Shares of a Member or the Shares to which a person is entitled by virtue of transmission on death or bankruptcy or operation of law if and provided that:

(a) all cheques or warrants, not being less than three in number, for any sums payable in cash to the holder of such Shares have remained uncashed for a period of 12 years;

(b) the Company has not during that time or before the expiry of the three-month period referred to Article 39.1(d) received any indication of the whereabouts or existence of the Member or person entitled to such Shares by death, bankruptcy or operation of law;

(c) during the 12-year period, at least three Dividends in respect of the Shares in question have become payable and no Dividend during that period has been claimed by the Member; and

(d) upon expiry of the 12-year period, the Company has caused an advertisement to be published in the newspapers or, subject to the Listing Rules, by electronic communication in the manner in which notices may be served by the Company by Electronic Means as provided in the Articles, giving notice of its intention to sell such Shares, and a period of three months has elapsed since such advertisement and the Exchange has been notified of such intention.

The net proceeds of any such sale shall belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds.

39.2 To give effect to any sale contemplated by Article 39.1, the Company may appoint any person to execute as transferor an instrument of transfer of the said Shares and such other documents as are necessary to effect the transfer, and such documents shall be as effective as if they had been executed by the registered holder of or person entitled by transmission to such Shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares or other securities in or of the Company or its holding company if any) or as the Directors may from time to time think fit.

40 BOOKS OF ACCOUNT

40.1 The Directors shall cause proper books of account (including, where applicable, material underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Such books of account must be retained for a minimum period of five years from the date on which they are prepared. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

40.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

40.3 The Directors shall cause to be prepared and to be laid before the Company at every annual general meeting a profit and loss account for the period since the preceding account, together with a balance sheet as at the date to which the profit and loss account is made up, a Directors' report with respect to the profit or loss of the Company for the period covered by the profit and loss account and the state of the Company's affairs as at the end of such period, an Auditors' report on such accounts prepared in accordance with Article 41, and such other reports and accounts as may be required by law.

41 AUDIT

41.1 The Company shall at every annual general meeting by Ordinary Resolution appoint an Auditor of the Company who shall hold office until the next annual general meeting of the Company. The Company may by Ordinary Resolution remove an Auditor before the expiration of such Auditor's term of office. No person may be appointed as an Auditor unless such person is independent of the Company. The remuneration of the Auditors shall be fixed by the Company at the annual general meeting at which they are appointed by Ordinary Resolution, ~~provided that in respect of any particular year the Company in general meeting may delegate the fixing of such remuneration to the Directors~~or in the manner specified in such resolution.

41.2 If the office of Auditor becomes vacant by the resignation or death of the Auditor, or by the Auditor becoming incapable of acting by reason of illness or other disability, the Directors may fill the casual vacancy in the office of Auditor ~~and fix the remuneration of the~~. The Auditor so appointed shall hold office until the next annual general meeting of the Company.

41.3 The Auditors of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.

41.4 The Auditors shall audit the profit and loss account and balance sheet of the Company in each year and shall prepare a report thereon to be annexed thereto. Such report shall be laid before the Company at its annual general meeting in each year and shall be open to

inspection by any Member. The Auditors shall at the next annual general meeting following their appointment and at any other time during their term of office, upon request of the Directors or any general meeting of the Members, make a report on the accounts of the Company during their term of office.

42 NOTICES

42.1 Except as otherwise provided in the Articles, any notice or document, including any Corporate Communication, may be served by the Company on any Member ~~either personally or by~~in any of the following manner to the extent permitted by, and in compliance with the requirements of, the Listing Rules:

(a) personally by leaving it at the registered address of such Member as appearing in the Register of Members;

(b) by sending it through the post in a prepaid letter addressed to such Member at their registered address as appearing in the Register of Members ~~or, to the extent permitted~~ (which shall be sent by airmail where the notice or document is posted from one country to another);

(c) ~~by the Listing Rules and all applicable laws and regulations,~~ by Electronic Means by transmitting it to any electronic number or address or website supplied by the Member to the Company~~, or~~;

(d) by placing it on the Company's Website ~~or~~and the Exchange's website ~~provided that the Company has obtained either (a) the Member~~'s prior express positive confirmation in ~~writing~~; or

(e) ~~(b) the Member~~'s deemed consent in the manner specified in the Listing Rules to ~~receive or otherwise have made available to such Member notices and documents to be given or issued to them by the Company by such Electronic Means, or~~ (in the case of notice) by advertisement published in the manner prescribed in the Listing Rules.

In the case of joint holders of a Share, all notices shall be given to that holder for the time being whose name stands first in the Register of Members and notice so given shall be sufficient notice to all the joint holders.

42.2 Any notice or document, including any Corporate Communication:

(a) delivered personally or left at a registered address otherwise than by post shall be deemed to have been served on the day it was so delivered or left;

(b) ~~(a)~~ sent by post shall be deemed to have been served on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into a post office; and in proving such service it shall be sufficient to prove that the envelope containing the notice or document was properly prepaid, addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Directors that the envelope containing the notice or document was so addressed and put into such post office shall be conclusive evidence thereof;

~~(b) delivered personally or left at a registered address otherwise than by post shall be deemed to have been served on the day it was so delivered or left;~~

~~(c) served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspapers in which the advertisement is published (or on the last day of issue if the publication and/or newspapers are published on different dates);~~

(c) ~~(d)~~ given by Electronic Means as provided in the Articles shall be deemed to have been served and delivered on the day following that on which it is successfully transmitted or at such later time as may be prescribed by the Listing Rules or any applicable laws or regulations, and it shall not be necessary for the receipt of the electronic transmission to be acknowledged by the recipient; ~~and~~

(d) ~~(e)~~ served by being placed on the Company's Website ~~or~~and the Exchange's website shall be deemed to be served ~~at such~~on the day the notice first appears on the Company's Website and the Exchange's website, or such later time as may be prescribed by the Listing Rules~~.~~; and

(e) served by advertisement shall be deemed to have been served on the day of issue of the official publication and/or newspapers in which the advertisement is published (or on the last day of issue if the publication and/or newspapers are published on different dates).

42.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for

that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

42.4 Notice of every general meeting shall be given in any manner authorised by the Articles to:

(a) every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members;

(b) every person upon whom the ownership of a Share devolves because they are a legal personal representative or a trustee in bankruptcy of a Member where the Member but for their death or bankruptcy would be entitled to receive notice of the meeting;

(c) the Auditors;

(d) each Director and alternate Director;

(e) the Exchange; and

(f) such other person to whom such notice is required to be given in accordance with the Listing Rules,

and no other person shall be entitled to receive notices of general meetings.

43 WINDING UP

43.1 Subject to the Statute, the Company may by Special Resolution resolve that the Company be wound up voluntarily ~~except that the required majority for the purposes of approving any Special Resolution to resolve that the Company be wound up voluntarily shall be three-fourths instead of two-thirds of the votes of such Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given~~.

43.2 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, in a winding up:

(a) if the assets available for distribution amongst the Members shall be insufficient to repay the whole of the Company's paid up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, on the Shares held by them at the commencement of the winding up; or

(b) if the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the Company's paid up capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the capital paid up on the Shares held by them at the commencement of the winding up, subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise.

43.3 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and with the approval of a Special Resolution of the Company and any other approval required by the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like approval, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like approval, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

44 INDEMNITY AND INSURANCE

44.1 Every Director and officer of the Company (which for the avoidance of doubt, shall not include auditors of the Company), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company ~~(except for funds held in the Escrow Account)~~ against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

44.2 The Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

44.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

45 FINANCIAL YEAR

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

46 TRANSFER BY WAY OF CONTINUATION

If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

47 MERGERS AND CONSOLIDATIONS

The Company shall have the power to merge or consolidate with one or more other constituent companies (as defined in the Statute) upon such terms as the Directors may determine and (to the extent required by the Statute) with the approval of a Special Resolution.

~~48 DE-SPAC TRANSACTION~~

~~48.1 Notwithstanding any other provision of the Articles, this Article 48 shall apply during the period commencing upon the adoption of the Articles and terminating upon the first to occur of the completion of a De-SPAC Transaction and the full distribution of the Escrow Account pursuant to this Article 48. In the event of a conflict between this Article 48 and any other Articles, the provisions of this Article 48 shall prevail.~~

~~48.2 Notwithstanding any other provision of the Articles, the Company shall procure that the monies held in the Escrow Account must not be released to any person other than to:~~

~~(a) meet redemption requests of Members holding Class A Shares in accordance with this Article 48, Rule 18B.59 of the Listing Rules and the Listing Document;~~

~~(b) complete a De-SPAC Transaction;~~

~~(c) return funds to Members holding Class A Shares by redeeming such Class A Shares pursuant to this Article 48 within one month after the date that trading in the Class A Shares is suspended by the Exchange if the Company: (1) fails to obtain the requisite approvals in respect of the continuation of the Company following (i) a material change referred to in Rule 18B.32 of the Listing Rules or (ii) the departure of Ms. Tsang King Suen Katherine as one of the Promoters; or (2) fails to meet any of the deadlines (extended or otherwise) to: (A) publish an announcement of the terms of a De-SPAC Transaction within 24 months of the date of the Offering; or (B) complete a De-SPAC Transaction within 36 months of the date of the Offering; or~~

~~(d) return funds to the Members holding Class A Shares by redeeming such Class A Shares prior to the liquidation or winding up of the Company.~~

~~In no other circumstances shall any person have any right or interest of any kind in the Escrow Account, including each of the Promoters who irrevocably waives, to the fullest extent permitted by Applicable Law, any rights it may have on any monies held in the Escrow Account with respect to any Class B Shares and Promoter Warrants held by it.~~

~~48.3 In the event that the Company: (1) fails to obtain the requisite approvals in respect of the continuation of the Company following (a) a material change referred to in Listing Rule 18B.32 of the Listing Rules or (b) the departure of Ms. Tsang King Suen Katherine as one of the Promoters; or (2) fails to meet any of the deadlines (extended or otherwise) to: (A)~~

~~publish an announcement of the terms of a De-SPAC Transaction within 24 months of the date of the Offering; or (B) complete a De-SPAC Transaction within 36 months of the date of the Offering, the Company shall:~~

~~(a) cease all operations except for the purpose of winding up;~~

~~(b) as promptly as reasonably possible but not more than one month after the date that trading in the Class A Shares is suspended by the Exchange, redeem the Class A Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account (including interest and other income earned on the funds held in the Escrow Account which have not been previously authorised for release to pay the expenses and taxes of the Company), divided by the number of then Class A Shares in issue, provided always that the redemption price per Class A Share for such Class A Shares shall not be lower than the offer price under the Offering which redemption will completely extinguish Class A Members' rights as Members (including the right to receive further liquidation distributions, if any); and~~

~~(c) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve,~~

~~subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and other requirements of Applicable Law.~~

~~49 BUSINESS OPPORTUNITIES~~

~~49.1 To the fullest extent permitted by the Listing Rules and the Applicable Law, no individual serving as a Director or an Officer ("**Management**") shall have any duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Company. Except to the extent expressly assumed by contract, to the fullest extent permitted by the Listing Rules and Applicable Law, Management shall have no duty to communicate or offer any corporate opportunity to the Company and shall not be liable to the Company or its Members for breach of any fiduciary duty as a Member, Director and/or Officer solely by reason of the fact that such party pursues or acquires such corporate opportunity for itself or themselves, directs such corporate opportunity to another person, or does not communicate information regarding such corporate opportunity to the Company.~~

~~49.2 To the extent a court might hold that the conduct of any activity related to a corporate opportunity to be a breach of duty to the Company or its Members, the Company hereby waives, to the fullest extent permitted by the Listing Rules and Applicable Law, any and all~~

~~claims and causes of action that the Company may have for such activities. To the fullest extent permitted by Applicable Law, the provisions of this Article apply equally to activities conducted in the future and that have been conducted in the past.~~

~~50 PROMOTERS~~

50.1 ~~Notwithstanding any other provision of the Articles, this Article 50 shall apply during the period commencing upon the adoption of the Articles and terminating upon the first to occur of the completion of a De-SPAC Transaction and the full distribution of the Escrow Account pursuant to Article 48.~~

50.2 ~~For so long as the Promoter HoldCo, Extra Shine and Pride Vision have any direct or indirect interest in any Class B Shares and/or Promoter Warrants, the Promoter HoldCo, Extra Shine and Pride Vision must comply with the Listing Rules and Applicable Law which apply to the Promoters including but not limited to Rule 18B.32 of the Listing Rules, which requires that in the event of:~~

(a) ~~a material change in:~~

(i) ~~any Promoter who, alone or together with its close associates, controls or is entitled to control 50% or more of the Class B Shares in issue (or where no Promoter controls or is entitled to control 50% or more of the Class B Shares in issue, the single largest Promoter);~~

(ii) ~~any Promoter referred to in Rule 18B.10(1) of the Listing Rules;~~

(iii) ~~the eligibility and/or suitability of a Promoter referred to in (i) or (ii) of this Article 50.2(a);~~

(iv) ~~a Director referred to in Rule 18B.13 of the Listing Rules; or~~

(b) ~~the departure of Ms. Tsang King Suen Katherine as one of the Promoters,~~

~~then the ongoing continuation of the Company following such a material change must be approved by: (1) a Special Resolution of the Members at a general meeting (at which the Promoter(s) and their respective close associates as defined in the Listing Rules must abstain from voting) within one month from the date of the material change; and (2) the Exchange.~~

~~50.3 In the event that a Promoter departs from the Company or where there is a change in beneficial ownership contrary to Rule 18B.26 of the Listing Rules, unless a waiver is granted by the Exchange and the transfer is approved by an Ordinary Resolution by the Members at a general meeting (on which the Promoters and their Close Associates must abstain from voting), the Promoter HoldCo shall procure that the relevant Shares and Promoter Warrants held by the Promoter HoldCo for the account of such Promoter shall be surrendered to the Company for cancellation for no consideration and the shares in the Promoter HoldCo held by Max Giant, Extra Shine or Pride Vision (as the case may be) for the account of such Promoter shall also be surrendered to the Promoter HoldCo for cancellation for no consideration.~~

The following sets forth the proposed amendments to the terms of the Warrants.

1. The following clause 7A shall be added to the Warrant Instrument:

"7A. SPAC WARRANT REDEMPTION

7A.1 The holders of the SPAC Warrants shall have the right to request the Company to, subject to the completion of the De-SPAC Transaction, redeem all or part of their holdings of SPAC Warrants on the Completion Date by giving notice for redemption to the Company at any time during the SPAC Warrant Redemption Election Period (as defined in Clause 7A.2) at a redemption price (the "**SPAC Warrant Redemption Price**") to be fixed by the Company (the "**SPAC Warrant Redemption**").

7A.2 The right of holders of the SPAC Warrants to request for the SPAC Warrant Redemption may be exercised during the period commencing on the date of the notice of the extraordinary general meeting of the Company for approving a De-SPAC Transaction (the "**EGM**") and ending at 5:00 p.m. on the Business Day immediately before the date of the EGM (the "**SPAC Warrant Redemption Election Period**"). After expiry of the SPAC Warrant Redemption Election Period, any right to request for the SPAC Warrant Redemption represented by the SPAC Warrants which have not been exercised will lapse.

7A.3 The Company shall fix the SPAC Warrant Redemption Price prior to the commencement of the SPAC Warrant Redemption Election Period and cause the SPAC Warrant Redemption Price to be published by announcement on the websites of the Stock Exchange and the Company or inclusion in the circular to be despatched to its shareholders for the purpose of the EGM.

7A.4 The Company shall cause a form for exercising the right for SPAC Warrant Redemption (the "**SPAC Warrant Redemption Election Form**") to be published on the websites of the Stock Exchange and the Company at the same time when the notice of the EGM is despatched to the shareholders of the Company. In order to exercise in whole or in part the right to request for the SPAC Warrant Redemption represented by the SPAC Warrants, a Warrantholder must duly complete and sign the SPAC Warrant Redemption Election Form (which shall be irrevocable after expiry of the SPAC Warrant Redemption Election Period), in which the names of such Warrantholders as registered in the Warrant Register (if applicable) and the number of SPAC Warrants of which the SPAC Warrant Redemption Rights are to be exercised shall be included, and deliver the same and

the Warrant Certificate on any Business Day during the SPAC Warrant Redemption Election Period (by 4:30 p.m. Hong Kong time on any Business Day prior to the end date of the SPAC Warrant Redemption Election Period and before 5:00 p.m. Hong Kong time on the end date of the SPAC Warrant Redemption Election Period) to the Hong Kong Share Registrar. In the event a Warrantholder exercises in whole or in part the SPAC Warrant Redemption Rights represented by more than one Warrant Certificate, a Warrantholder may complete and sign the consolidated SPAC Warrant Redemption Election Form (which shall be irrevocable after expiry of the SPAC Warrant Redemption Election Period) which may be obtained from the specified office of the Hong Kong Share Registrar in accordance with the same exercise and delivery requirements stipulated under this Clause.

7A.5 A Warrantholder (except in the case of Hong Kong Securities Clearing Company Limited or HKSCC Nominees Limited) exercising any right for SPAC Warrant Redemption represented by the SPAC Warrants shall be deemed to have represented and warranted to the Company that:

(a) it has full title to the SPAC Warrants and there is no encumbrance or agreement, arrangement or obligation to create or give an encumbrance in relation to any of the SPAC Warrants; and

(b) the exercise is permitted in the jurisdiction of the relevant Warrantholder.

7A.6 Any SPAC Warrant of which the right to request for SPAC Warrant Redemption has been duly exercised during the SPAC Warrant Redemption Election Period shall, subject to the completion of the De-SPAC Transaction, be redeemed by the Company at the SPAC Warrant Redemption Price on the Completion Date. Any SPAC Warrant so redeemed shall be deemed to be cancelled and lapsed and shall thereafter represent only the right to be paid the SPAC Warrant Redemption Price. Payment of the SPAC Warrant Redemption Price will be made to the holders of any SPAC Warrants as registered in the Warrant Register so redeemed via bank transfer to the bank account specified in the relevant completed SPAC Warrant Redemption Election Form as soon as practicable after the Completion Date (and, in any event, not later than five Business Days after the Completion Date).

7A.7 In the event that any holder of the SPAC Warrants has exercised the right to request for SPAC Warrant Redemption in respect to only part of its holding of the SPAC Warrants, as soon as practicable after the Completion Date (and, in any event, not later than five Business Days after the Completion Date), there will be issued to such Warrantholder(s) a balancing Warrant Certificate in registered form in the name(s) of such Warrantholder(s) in respect of any right to request for SPAC Warrant Redemption remaining unexercised. The balancing Warrant Certificate will

be made available for collection at the specified office of the Hong Kong Share Registrar or, if so requested in the relevant SPAC Warrant Redemption Election Form, cause the Hong Kong Share Registrar to despatch (at the risk of the holder of such SPAC Warrants) by ordinary post the balancing Warrant Certificate to the person and at the place specified in the SPAC Warrant Redemption Election Form."

2. Clause 10.2 of the Warrant Instrument shall be amended as follows:

"10.2 The SPAC Warrants will be freely transferable ~~between Professional Investors~~ and will be listed on the Stock Exchange, provided that the SPAC Warrants will only be freely transferable between Professional Investors before completion of the De-SPAC Transaction."

3. The following condition 5A shall be added to the Conditions set out in Schedule 1 (*Form of SPAC Warrant Certificate*) to the Warrant Instrument:

"5A. SPAC WARRANT REDEMPTION

5A.1 The holder of this Warrant shall have the right to request the Company to, subject to the completion of the De-SPAC Transaction, redeem all or part of this Warrant on the Completion Date by giving notice for redemption to the Company at any time during the SPAC Warrant Redemption Election Period (as defined in Condition 5A.2) at a redemption price (the "**SPAC Warrant Redemption Price**") to be fixed by the Company (the "**SPAC Warrant Redemption**").

5A.2 The right of the holder of this Warrant to request for the SPAC Warrant Redemption may be exercised during the period commencing on the date of the notice of the extraordinary general meeting of the Company for approving a De-SPAC Transaction (the "**EGM**") and ending at 5:00 p.m. on the Business Day immediately before the date of the EGM (the "**SPAC Warrant Redemption Election Period**"). After 5:00 p.m. on the last day of the SPAC Warrant Redemption Election Period (the "**Expiration Date**"), any right to request for the SPAC Warrant Redemption represented by this Warrant which have not been exercised will lapse.

5A.3 The Company shall fix the SPAC Warrant Redemption Price prior to the commencement of the SPAC Warrant Redemption Election Period and cause the SPAC Warrant Redemption Price to be published by announcement on the websites of the Stock Exchange and the Company or inclusion in the circular to be despatched to its shareholders for the purpose of the EGM.

5A.4 The Company shall cause a form for exercising the right for SPAC Warrant Redemption (the "**SPAC Warrant Redemption Election Form**") to be published on the websites of the Stock Exchange and the Company at the same time when the notice of the EGM is despatched to the shareholders of the Company. In order to exercise in whole or in part the right to request for the SPAC Warrant Redemption represented by this Warrant, a Warrantholder must duly complete and sign the SPAC Warrant Redemption Election Form (which shall be irrevocable after expiry of the SPAC Warrant Redemption Election Period), in which the names of such Warrantholders as registered in the Warrant Register (if applicable) and the number of SPAC Warrants of which the SPAC Warrant Redemption Rights are to be exercised shall be included, and deliver the same and the Warrant Certificate on any Business Day during the SPAC Warrant Redemption Election Period (by 4:30 p.m. Hong Kong time on any Business Day prior to the Expiration Date and before 5:00 p.m. Hong Kong time on the Expiration Date) to the Hong Kong Share Registrar. In the event a Warrantholder exercises in whole or in part the SPAC Warrant Redemption Rights represented by more than one Warrant Certificate, a Warrantholder may complete and sign the consolidated SPAC Warrant Redemption Election Form (which shall be irrevocable after expiry of the SPAC Warrant Redemption Election Period) which may be obtained from the specified office of the Hong Kong Share Registrar in accordance with the same exercise and delivery requirements stipulated under this Clause.

5A.5 A Warrantholder (except in the case of Hong Kong Securities Clearing Company Limited or HKSCC Nominees Limited) exercising any right for SPAC Warrant Redemption represented by the SPAC Warrants shall be deemed to have represented and warranted to the Company that:

(a) it has full title to the SPAC Warrants and there is no encumbrance or agreement, arrangement or obligation to create or give an encumbrance in relation to any of the SPAC Warrants; and

(b) the exercise is permitted in the jurisdiction of the relevant Warrantholder.

5A.6 Any SPAC Warrant of which the right to request for SPAC Warrant Redemption has been duly exercised during the SPAC Warrant Redemption Election Period shall, subject to the completion of the De-SPAC Transaction, be redeemed by the Company at the SPAC Warrant Redemption Price on the Completion Date. Any SPAC Warrant so redeemed shall be deemed to be cancelled and lapsed and shall thereafter represent only the right to be paid the SPAC Warrant Redemption Price. Payment of the SPAC Warrant Redemption Price will be made to the holders of any SPAC Warrants as registered in the Warrant Register so redeemed via bank

transfer to the bank account specified in the relevant completed SPAC Warrant Redemption Election Form as soon as practicable after the Completion Date (and, in any event, not later than five Business Days after the Completion Date).

5A.7 In the event that any holder of the SPAC Warrants has exercised the right to request for SPAC Warrant Redemption in respect to only part of this Warrant, as soon as practicable after the Completion Date (and, in any event, not later than five Business Days after the Completion Date), there will be issued to such Warrantholder(s) a balancing Warrant Certificate in registered form in the name(s) of such Warrantholder(s) in respect of any right to request for SPAC Warrant Redemption remaining unexercised. The balancing Warrant Certificate will be made available for collection at the specified office of the Hong Kong Share Registrar or, if so requested in the relevant SPAC Warrant Redemption Election Form, cause the Hong Kong Share Registrar to despatch (at the risk of the holder of such SPAC Warrants) by ordinary post the balancing Warrant Certificate to the person and at the place specified in the SPAC Warrant Redemption Election Form."

4. Condition 9.2 of the Conditions set out in Schedule 1 (*Form of SPAC Warrant Certificate*) to the Warrant Instrument shall be amended as follows:

"9.2 The Warrants shall be freely transferable ~~between Professional Investors and will be listed on the Stock Exchange~~, provided that the Warrants shall be transferable between Professional Investors only before completion of the De-SPAC Transaction."

The following is a summary of the principal terms of the Share Award Scheme, under which both RSUs (as defined below) and Options (as defined below) may be granted. The terms of the Share Award Scheme will be governed by Chapter 17 of the Listing Rules.

(A) PURPOSE OF THE SHARE AWARD SCHEME

The purpose of the Share Award Scheme is to attract skilled and experienced personnel and Service Providers (as defined below), to incentivise them to remain with or to continue to provide their services to the Successor Group and to motivate them to strive for and to contribute to the future development and expansion of the Successor Group by providing them with the opportunity to acquire Successor Shares in the Successor Company and therefore aligning their interests with the Successor Group.

Both RSUs and Options may be granted under the Share Award Scheme.

(B) ELIGIBLE PARTICIPANTS

Eligible participants of the Share Award Scheme include (i) any employee or director (including executive and non-executive directors) of the Successor Group ("**Employee Participant**"); and (ii) any person who, or entity which, provides services to the Successor Group on a continuing and recurring basis in its ordinary and usual course of business which are in the interests of the long-term growth of the Successor Group including agents, advisers and independent contractors engaged to provide services including research and development, branding, distribution and last-mile logistics, fulfillment services, IT development, data storage, marketing and marketing research (but excluding any professional service providers who provide assurance or are required to perform their services with impartiality and objectivity) ("**Service Provider**") (collectively, the "**Participants**").

In determining the basis of eligibility of Employee Participants, the Successor Board will take into consideration matters including, but not limited to, (i) their individual performance; (ii) time commitment, responsibilities or employment conditions according to the prevailing market practice and industry standard; and (iii) the length of their employment or engagement with the Successor Group.

In respect of Service Providers, the categories of services provided by Service Providers are relevant to, or ancillary to, the Successor Group's principal business as a data-driven digital solutions platform. Given their experience and their understanding of the Successor Group's business, Service Providers are uniquely positioned to provide these categories of services to the Successor Group. The continuity or recurrence of these categories of services are essential in helping the Successor Group maintain or enhance its competitiveness in the industry and are

critical in the Successor Group's long-term growth. In determining the basis of eligibility of Service Providers, the Successor Board will take into consideration matters including, but not limited to, (i) the individual performance of the relevant Service Providers; (ii) the length and the materiality of the Service Provider's engagement with the Successor Group, in particular, whether they provide a core offering to the Successor Group; (iii) the scale of the Service Provider's business dealings with the Successor Group, in particular, whether the Service Provider could bring positive impact to the Successor Group's business with regard to factors such as actual or expected increase in revenue or profits or reduction in costs of the Successor Group which is or may be attributable to the Service Provider; (iv) the reputation, track record and long-term prospects of that Service Provider; and (v) whether there is a need to further incentivise and align the interests of the relevant Service Provider by providing them the opportunity to become a shareholder of the Successor Company.

The Successor Board (including the independent non-executive Directors of the Successor Company) considers that the grant of Awards to Service Providers is necessary to align the long-term interests of Service Providers with the Successor Group. Service Providers can play an important role in the long-term growth of the Successor Group's businesses and the Successor Board is of the view that it is in the Successor Company's interest to have the flexibility to grant Awards to such Service Providers in recognition of their contribution to the Successor Group. The Successor Board (including the independent non-executive Directors of the Successor Company) also considers that it is beneficial to allow for the grant of Awards to Service Providers since a sustainable and mutually beneficial relationship with them is instrumental to the development of the Successor Group. The grant of Awards to Service Providers will better align their interests with the Successor Group's, which will in turn incentivize them to further contribute to the success of the Successor Group in the longer term. Therefore, the Successor Board (including the independent non-executive Directors of the Successor Company) is of the view that (i) it is not uncommon for other industry players to engage in the use of contractors, agents, advisers and suppliers in the categories as set out in the definition of Service Providers; and (ii) the inclusion of Service Providers as eligible participants and the selection criteria of Service Providers align with the purpose of the Share Award Scheme, which is to attract and incentivise skilled and experienced personnel and Service Providers and to incentivise them to remain or to continue to provide their services to the Successor Group and to motivate them to strive for and to contribute to the future development and expansion of the Successor Group.

(C) ADMINISTRATION OF THE SHARE AWARD SCHEME

The Share Award Scheme will be subject to the administration of the Successor Board. The Successor Board's decision as to all matters arising in relation to the Share Award Scheme or its interpretation or effect shall be final and binding on all parties.

The Successor Company may appoint a professional trustee to assist with the administration, exercise and vesting of awards granted pursuant to the Share Award Scheme (the "**Awards**"). The Successor Company may to the extent permitted by the Companies Act and the Listing Rules (i) allot and issue Successor Shares to the trustee to be held by the Trustee for specific grantees pending the vesting or exercise of the Awards granted and which will be used to satisfy the Awards upon vesting or exercise; and/or (ii) direct and procure the trustee to make on-market and off-market purchases of Successor Shares to satisfy the Awards upon vesting or exercise, provided that the trustee shall abstain from voting in respect of such Successor Shares unless otherwise required by applicable laws to vote in accordance with the beneficial owner's direction and such a direction is given. The Successor Company shall to the extent permitted by the Companies Act provide sufficient funds to the trustee by whatever means as the Successor Board may in its absolute discretion determine to enable the trustee to satisfy its obligations in connection with the administration, vesting and exercise of Awards.

(D) CONDITIONS OF THE SHARE AWARD SCHEME

The Share Aware Scheme will be conditional upon:

(i) the passing of the resolution by the Shareholders to approve and adopt the Share Award Scheme at the EGM and to authorise the Successor Board or the Remuneration Committee to grant Awards pursuant to the Share Award Scheme and to allot or issue or otherwise deal with the Successor Shares in connection with the Share Award Scheme;

(ii) the Listing Committee of the Stock Exchange granting the approval of the listing of, and permission to deal in, the Successor Shares to be allotted and issued pursuant to the vesting of the Awards; and

(iii) the completion of the De-SPAC Transaction and the commencement of dealings in the Successor Shares on the Main Board of the Stock Exchange

(collectively, the "**Conditions**").

(E) TERM OF THE SHARE AWARD SCHEME

The Share Award Scheme will be valid and effective for the period commencing on the date on which all the Conditions have been satisfied and expiring on the tenth anniversary thereof, or such earlier date as the Share Award Scheme is terminated (the "**Term**"), after which no Awards shall be offered or granted but the provisions of the Share Award Scheme will remain in full force and effect in all other respects and Awards granted during the Term will continue to be valid in accordance with their terms of grant after the end of the Term.

(F) AWARDS

Subject to the terms of the Share Award Scheme and the Listing Rules, the Successor Board may make a grant of Award to any Participant, as the Successor Board may in its absolute discretion select, in the form of (i) options, which gives that Participant an option to subscribe for or acquire Successor Shares ("**Options**"); or (ii) restricted share units, which gives that Participant a contingent right to receive Successor Shares ("**RSUs**"); or (iii) any combination of Options and RSUs, subject to the satisfaction of relevant vesting conditions as provided under the Share Award Scheme and in the Notice of Grant (as defined below).

(G) MAXIMUM NUMBER OF NEW SUCCESSOR SHARES TO BE GRANTED

The scheme mandate limit (the "**Scheme Mandate Limit**") refers to the total number of new Successor Shares which may be allotted and issued under the Share Award Scheme and other share schemes of the Successor Company, being 10% of the Successor Shares in issue (excluding treasury shares) on (i) the Listing Date; or (ii) the New Approval Date (as defined below), as the case may be.

The maximum aggregate number of new Successor Shares which may be allotted and issued by the Successor Company under the Share Award Scheme shall be calculated in accordance with the following formula:

$$X = A - B - C$$

where:

X = the maximum aggregate number of new Successor Shares which may be allotted and issued by the Successor Company under the Share Award Scheme;

A = the Scheme Mandate Limit;

B = the maximum aggregate number of new Successor Shares that may be allotted and issued upon the vesting or exercise of the Awards already granted under the Share Award Scheme; and

C = the maximum aggregate number of new Successor Shares that may be allotted and issued upon the vesting or exercise of any share grants over new Successor Shares which have already been granted under any other share schemes of the Successor Company.

Successor Shares in respect of (i) Awards which have lapsed or encashed in accordance with the terms of the Share Award Scheme; and (ii) share grants that have lapsed or have been encashed under any other share schemes of the Successor Company) will not be counted for the purpose of determining the maximum aggregate number of new Successor Shares which may be allotted and issued by the Successor Company under the Share Award Scheme.

The service provider sublimit (the "**Service Provider Sublimit**") refers to the total number of new Successor Shares which may be allotted and issued under the Share Award Scheme and other share schemes of the Success Company to Service Providers, being 4% of the Successor Shares in issue on (i) the Listing Date; or (ii) the New Approval Date (as defined below), as the case may be. The basis for determining the Service Provider Sublimit included (i) the expected contribution to the development and growth of the Successor Company attributable to the Service Providers; (ii) the importance of providing sufficient incentive to Service Providers to continue to provide services to the Successor Group and contribute to the future development and growth of the Successor Group; and (iii) the expectation of the Successor Company that a majority of the Successor Shares which may be allotted and issued under the Share Award Scheme and other share schemes of the Successor Company will be granted to the Employee Participants and as such a larger portion of the Scheme Mandate Limit is reserved for grants to Employee Participants. The Successor Board (including the independent non-executive Directors of the Successor Company) is of the view that a Service Provider Sublimit of 4% is not excessive in the circumstances set out above and is therefore appropriate and reasonable.

The maximum aggregate number of new Successor Shares which may be allotted and issued by the Successor Company under the Share Award Scheme to Service Providers shall be calculated in accordance with the following formula:

$$\mathbf{X = A - B - C}$$

where:

X = the maximum aggregate number of new Successor Shares which may be allotted and issued by the Successor Company under the Share Award Scheme to Service Providers;

A = the Service Provider Sublimit;

B = the maximum aggregate number of new Successor Shares that may be allotted and issued upon the vesting or exercise of the Awards already granted under the Share Award Scheme to Service Providers; and

C = the maximum aggregate number of new Successor Shares that may be allotted and issued upon the vesting or exercise of any share grants over new Successor Shares which have already been granted to Service Providers under any other share schemes of the Successor Company.

The Scheme Mandate Limit and the Service Provider Sublimit may be renewed (a) every three years subject to prior Successor Company Shareholders' approval; or (b) within a three-year period with the relevant persons specified in the Listing Rules abstaining from voting on the relevant resolution, with the approval of the Successor Company Shareholders in general meeting, and in each case, in accordance with the requirements of the Listing Rules. In any event, the total number of new Successor Shares which may be allotted and issued under the Share Award Scheme and under any other share schemes of the Successor Company following the date of approval of the renewed limit (the "**New Approval Date**") under the limit as renewed must not exceed 10% of the Successor Shares in issue (excluding treasury shares) as at the New Approval Date. Successor Shares in respect of which Awards are granted pursuant to the Share Award Scheme and any other share schemes of the Successor Company (including those outstanding, lapsed or vested, exercised or encashed) prior to the New Approval Date will not be counted for the purpose of determining the maximum aggregate number of new Successor Shares which may be allotted and issued following the New Approval Date. For the avoidance of doubt, (a) Successor Shares issued prior to the New Approval Date pursuant to the vesting of Awards will be counted for the purpose of determining the number of Successor Shares in issue as at the New Approval Date and (b) treasury Successor Shares (if any) shall be excluded from the number of Successor Shares in issue for the purpose of determining the Scheme Mandate Limit and the Service Provider Sublimit.

(H) GRANT OF AWARDS

A grant shall be made to a Participant by a notice (the "**Notice of Grant**") specifying the terms on which the Award is to be granted, including but not limited to the type of Award to be granted (whether Options, RSUs, any other type of share incentive award or a combination of any of these), the number of Successor Shares underlying the Award, the grant date and the vesting date, the relevant performance conditions or other conditions that must be satisfied in order for the Award to vest in whole or in part, in the case of an Option the exercise price and exercise period, and any other terms which the Successor Board has determined shall apply to the Award.

The Successor Board may not grant any Award after inside information has come to its knowledge until such time (and including) the trading day after such information has ceased to constitute inside information. In particular, the Successor Board may not grant any Award during the period commencing 30 days immediately before the earlier of:

(i) the date of the meeting of the Successor Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Successor Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

(ii) the deadline for the Successor Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of actual publication of the results announcement.

Where a Grant is to a director of the Successor Company or to any Participant who, because of his office or employment in the Successor Company or any Successor Group Company, is likely to be in possession of unpublished price-sensitive information in relation to the Successor Shares, no grant may be made on any day on which the financial results of the Successor Company are published and during the period of:

(i) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and

(ii) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

(I) GRANT OF AWARDS TO CONNECTED PERSONS AND INDIVIDUALS

Any grant of Awards to any directors, chief executive or substantial shareholders of the Successor Company (or any of their respective associates) shall be subject to the prior approval of the independent non-executive directors of the Successor Company (excluding any independent non-executive director who is the proposed grantee of the grant in question).

In any 12-month period, the maximum number of new Successor Shares allotted and issued (and to be allotted and issued) upon:

(i) the vesting of all Awards granted under the Share Award Scheme; and

(ii) the vesting or exercise of all share grants made under any other share schemes of the Successor Company,

(excluding any Awards and share grants which have lapsed or have been encashed) to any individual Participant shall not exceed 1% of the Successor Shares in issue (excluding treasury shares). Where any further grant of Award over new Successor Shares to a Participant under the Share Award Scheme would result in the breach of this limit, such grant must be separately approved by Shareholders in general meeting in accordance with the Listing Rules.

Where any Award granted to a Participant who is a director or chief executive (excluding independent non-executive directors) of the Successor Company or any of their respective associates would result in the new Successor Shares allotted and issued (and to be allotted and issued) upon:

(i) the vesting of all Awards (excluding Options) granted under the Share Award Scheme; and

(ii) the vesting of all share grants (excluding share options) granted under any other share schemes of the Successor Company,

excluding any Awards and share grants (other than share options) which have lapsed or have been encashed) to such person in the 12-month period up to and including the grant date representing in aggregate over 0.1% of the Successor Shares in issue (excluding treasury shares), such further grant over new Successor Shares under the Share Award Scheme shall be subject to prior approval by the Successor Company Shareholders in general meeting in accordance with the Listing Rules.

Where any Award granted to a Participant who is a substantial shareholder or an independent non-executive director of the Successor Company or any of their respective associates would result in the new Successor Shares allotted and issued (and to be allotted and issued) upon the:

(i) vesting and exercise of all Awards granted under the Share Award Scheme; and

(ii) vesting or exercise of all share grants granted under any other share schemes of the Successor Company,

(excluding any Awards and share grants which have lapsed or have been encashed) to such Participant in the 12-month period up to and including the grant date representing in aggregate over 0.1% of the Successor Shares in issue (excluding treasury shares), such further grant of Awards over new Successor Shares under the Share Award Scheme shall be subject to prior approval by the Successor Company Shareholders in general meeting in accordance with the Listing Rules.

For the avoidance of doubt, the limitations set out above shall apply to Awards and share grants over new Successor Shares only and treasury Successor Shares (if any) shall be excluded from the number of Successor Shares in issue for the purpose of determining any of the above limitations.

(J) VESTING OF AWARDS

Subject to and in accordance with the terms of the Share Award Scheme, Awards which have vested shall be satisfied as soon as practicable on or after the date on which the Successor Shares underlying such Award shall vest as determined by the Successor Board and notified to the relevant grantee in the Notice of Grant (the "**Vesting Date**") and in any event by no later than 15 Business Days following: (i) in relation to RSUs, the Vesting Date; or (ii) in relation to Options, after receipt of the notice and the payment of the full amount of the relevant aggregate exercise price; and (iii) where appropriate, receipt of the auditors' certificate or the certificate from the independent financial adviser to the Successor Company (as the case may be) pursuant to the Share Award Scheme, at the Successor Company's absolute discretion by:

(i) the Successor Company allotting and issuing the relevant number of Successor Shares or transferring the relevant number of treasury shares to the grantee credited as fully paid; or

(ii) the Successor Company directing and procuring the trustee to transfer to the grantee the relevant number of Successor Shares; or

(iii) the Successor Company paying or procuring the payment of a cash payment.

Notwithstanding the foregoing, if the Successor Company, the trustee or any grantee would or might be prohibited by the Listing Rules or by any other applicable laws, regulations or rules (including any dealing code of the Successor Company) from dealing in the Successor Shares on the Vesting Date or within the period specified above, the date on which the Award will vest or the relevant Successor Shares under such Award shall be allotted and issued or transferred (as the case may be) to the grantee shall occur as soon as possible after the date when such dealing is permitted.

(K) VESTING PERIOD

The vesting period for Awards may not be shorter than 12 months unless otherwise determined by the Remuneration Committee in respect of Employee Participants where the grant of Awards:

(i) is made to grantees to replace the share grants or share options they forfeited when leaving the previous employer;

(ii) is made to grantees whose employment is terminated due to death, ill health, serious injury, disability or upon the occurrence of any out of control event, where the vesting of the Awards may accelerate based on the discretion of the Successor Board (or the Remuneration Committee, as the case may be);

(iii) has performance-based vesting conditions in lieu of time-based vesting conditions;

(iv) which would have been made earlier but for administrative and compliance reasons and are made in a subsequent batch, in order to put the grantees in the same position as they would have been in had the grant of Awards been made earlier; and

(v) with a mixed or accelerated vesting schedule such as where the Awards may vest evenly over a period of 12 months.

The Successor Board may, in its absolute discretion, determine whether all or any of the Successor Shares underlying any Award granted or to be granted under the Share Award Scheme shall be satisfied upon vesting by the allotment and issue or transfer of Successor Shares or by a cash payment. Any such determination may be made on a case-by-case basis or generally at any time prior to the Vesting Date of the Award in question, and the Successor Board shall notify the relevant grantees of such determination.

No grant shall be made to, nor shall any grant be capable of acceptance by, any Participant at a time when the Participant would or might be prohibited from dealing in the Successor Shares by the Listing Rules or by any other applicable laws, regulations or rules (including any dealing code of the Successor Company).

The Successor Board considers that (i) imposing a strict vesting period of not less than 12 months to the Awards under the above circumstances would not be fair and equitable to the grantees, in particular where certain circumstances (such as employment terminated due to death, ill health, serious injury, disability) are out of the control of the grantee; (ii) there is a need for the Successor Company to retain flexibility in certain cases to provide a competitive remuneration

package to attract and retain skilled and experienced personnel; and (iii) the Successor Company should be allowed to formulate its own talent recruitment and retention strategies in response to changing market conditions and industry competition, and accordingly needs to retain the discretion to tailor different vesting conditions and vesting period depending on individual circumstances. Therefore, the Successor Board (including the independent non-executive Directors of the Successor Company) is of the view that the arrangement of vesting period under the Share Award Scheme is appropriate and aligns with the purpose of the Share Award Scheme.

(L) PERFORMANCE CONDITIONS

The Successor Board may in its absolute discretion make, in individual cases, the vesting of an Award conditional on the achievement of objective performance conditions which shall be documented on the Notice of Grant. The performance conditions may include a combination of key performance indicators (such as the business performance and financial performance of the Successor Group, including but not limited to EBITDA and net growth) and individual performance based on the annual performance assessment results which may vary among the grantees. The Successor Board may vary, waive or amend any such performance condition or may impose entirely different performance conditions to those specified in the Notice of Grant, to the extent permitted under relevant law (including the Listing Rules) or regulatory restrictions.

(M) OPTIONS

The exercise price of an Option shall be determined at the grant date by the Successor Board in its absolute discretion but in any event shall not be less than the higher of (i) the closing price of the Successor Shares as stated in the daily quotations sheets issued by the Stock Exchange on the grant date, which must be a Business Day; and (ii) the average closing price of the Successor Shares as stated in the daily quotation sheets issued by the Stock Exchange for the five Business Days immediately preceding the grant date.

An Option may be exercised in whole or in part (but if in part only, in respect of a board lot of Successor Shares or an integral multiple thereof) by the grantee by giving notice in writing to the Successor Company stating that the Option is thereby exercised and specifying the number of Successor Shares in respect of which it is exercised. Each such notice must be accompanied by payment for the full amount of the exercise price multiplied by the number of Successor Shares in respect of which the Option is exercised, save where the Successor Board has determined that the Option is to be satisfied by a cash payment or to the extent that other arrangements have been made for the payment of the exercise price which are satisfactory to the Successor Board. The aggregate exercise price shall be paid by cash, cheque or any other means deemed acceptable by the Successor Board. Any exercise of an Option by a grantee shall be subject to the applicable laws, regulations, rules and requirements of any relevant country or jurisdiction.

Subject to any restrictions applicable under the Listing Rules, an Option may be exercised by the grantee at any time during the exercise period to be determined by the Successor Board and notified to the grantee in the Notice of Grant (the "**Exercise Period**"), which shall commence on the Vesting Date and shall expire no later than 10 years from the date on which the Option is granted or such period as may be determined by the Successor Board in accordance with the terms of the Share Award Scheme and the terms on which the Option was granted. If the Option is subject to the satisfaction of performance or other conditions and such conditions are not satisfied, the Option shall lapse automatically in respect of such proportion of underlying Successor Shares as are not capable of exercise.

(N) RIGHTS ATTACHING TO THE AWARDS AND THE SUCCESSOR SHARES

Successor Shares to be allotted and issued or transferred upon the vesting or exercise of the Awards shall be subject to all the provisions of the memorandum and articles of association of the Successor Company for the time being in force and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights as, the existing fully paid Successor Shares in issue on the date on which those Successor Shares are allotted and issued or transferred pursuant to the vesting or exercise of the Awards. A grantee shall have no rights in respect of any Successor Shares underlying the Awards granted until such Successor Shares have been allotted and issued or transferred to the grantee, including but not limited to voting rights and any right to dividends or distributions in respect of such Successor Shares subject to an Award.

(O) TRANSFERABILITY OF AWARDS

An Award shall be personal to the grantee and shall not be assignable or transferable by the grantee and the grantee shall not, in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to the Award (save that, for the avoidance of doubt, where permitted by applicable laws and regulations (including the Listing Rules) and subject to the approval of the Stock Exchange, the grantee may transfer Awards to a vehicle (such as a trust or a private company) for the sole benefit of such grantee and any family members of such grantee that would continue to meet the purpose of the Share Award Scheme, provided the terms of the Share Award Scheme and the Notice of Grant of such Award will continue to bind any such transferee with reference to the grantee, where relevant.

(P) LAPSE AND CANCELLATION OF AWARDS

An Award (or any part thereof) that has not vested shall lapse automatically on the earliest of:

(i) the date of termination of the grantee's employment, service or engagement by any member of the Successor Group;

(ii) the date on which the grantee (a) becomes an officer, director, employee, consultant, adviser, partner of, or a shareholder or other proprietor owning more than a 5 per cent. interest in, any Competitor; or (b) knowingly performs any act that may confer any competitive benefit or advantage upon any competitor of the Successor Group;

(iii) in the case of an Option, the expiry of the Exercise Period (subject to the provisions of the Share Award Scheme);

(iv) subject to "(Q) Corporate Events" below, the date on which the offer (or, as the case may be, revised offer closes);

(v) subject to "(Q) Corporate Events" below, the record date for determining entitlements under a scheme of arrangement;

(vi) the date on which the compromise or arrangement referred to in "(Q) Corporate Events" below becomes effective;

(vii) the date of the commencement of the winding-up of the Successor Company;

(viii) the date on which the grantee (whether intentionally or otherwise) commits a breach of the terms on transferability under the Share Award Scheme;

(ix) the date on which the grantee is declared bankrupt or enters into any arrangement or compromise with his creditors generally; and

(x) in respect an Award which is subject to performance or other vesting condition(s), the date on which the condition(s) to vesting of the Award is not satisfied (save that the Award shall lapse only in respect of such proportion of underlying Successor Shares as have not vested because of the application of such performance or other vesting condition(s).

The Successor Board may at any time cancel Awards previously granted but which have not yet vested (or in the case of Options, which have not yet been exercised by a grantee). Where the Successor Company cancels Awards and offers new Awards to the same grantee, the offer of such new Awards may only be made with available Awards to the extent not yet granted (excluding the cancelled Awards) within the limits as set out in "(G) Maximum Number of New Successor Shares to be Granted" above.

(Q) CORPORATE EVENTS

In the event of:

(i) a general offer by way of a takeover or otherwise (other than by way of scheme of arrangement pursuant to sub-paragraph (ii) below) which is made to all the Successor Company Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) by any person and such offer becomes or is declared unconditional prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU; or

(ii) a general offer for Successor Shares by way of scheme of arrangement is made by any person to all the Successor Company Shareholders and has been approved by the necessary number of Successor Company Shareholders at the requisite meeting(s) prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU; or

(iii) a compromise or arrangement (other than a scheme of arrangement contemplated in sub-paragraph (ii) above) between the Successor Company and the Successor Company Shareholders and/or the creditors of the Successor Company is proposed for the purposes of or in connection with a scheme for the reconstruction of the Successor Company or its amalgamation with any other company or companies prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU,

in the case of sub-paragraph (i) or (ii), the Successor Company shall as soon as practicable thereafter give notice to each grantee of such general offer or approval, and subject to determination by the Successor Board in its absolute discretion, the Successor Shares underlying the Award (to the extent not already vested) shall vest and, in the case of an Option, the grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) at any time after the general offer becomes or is declared unconditional and up to the close of such offer, or at any time after the meeting(s) whereby the scheme is approved and up to the record date for determining entitlements under such scheme of arrangement; in the case of sub-paragraph (iii), the Successor Board shall give notice to all the grantees on the same day as it despatches to the Successor Shareholders and/or its creditors a notice summoning the meeting to consider such a compromise or arrangement, and subject to determination by the Successor Board in its absolute discretion, the Successor Shares underlying the Award (to the extent not already vested) shall vest and, in the case of an Option, each grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) provided that such exercise is not later than three Business Days prior to the date of the proposed meeting.

In the event a notice is given by the Successor Company to the Successor Company Shareholders to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Successor Company prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Successor Company shall give notice thereof to all the grantees on the same day as it despatches to the Successor Company Shareholders the notice convening the meeting. Notwithstanding any other terms on which the Award was granted, subject to determination by the Successor Board in its absolute discretion, the Successor Shares underlying the Award (to the extent not already vested) shall vest and, in the case of an Option, each grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) provided such exercise is not later than three Business Days prior to the date of the proposed meeting. The Successor Company shall as soon as possible and in any event no later than one Business Day immediately prior to the date of the proposed general meeting, allot and issue or procure the transfer of (as the case may be) such number of Successor Shares to the grantee which falls to be issued or transferred (as the case may be) on such vesting or exercise of the Award.

Upon the occurrence of any of the above corporate events (the "**Corporate Events**") and prior to the offer becoming or being declared unconditional or prior to the date of the relevant meeting (as the case may be), the Successor Board shall determine in its absolute discretion and in accordance with applicable law and the Listing Rules (including Listing Rule 17.03F), (i) whether any early vesting of Awards will occur, (ii) the number of Successor Shares underlying Awards which shall vest, and (iii) the date on which any such vesting will occur by refer to factors which may include (i) the extent to which any performance or other conditions to vesting have been satisfied; and (ii) the proportion of the vesting period that has expired. The Successor Company shall then notify the grantee of the date on which and the extent to which his Award will vest and, in case of an Option, the period during which it may be exercised. If the Successor Board determines that any Award shall vest in part only or shall not vest in its entirety, the balance or the whole of the Award (as the case may be) shall lapse.

(R) REORGANISATION OF CAPITAL STRUCTURE

In the event of an alteration in the capital structure of the Successor Company by way of a capitalisation issue, rights issue, subdivision or consolidation of shares or reduction of the share capital of the Successor Company in accordance with applicable laws and the Listing Rules (other than any alteration in the capital structure of the Successor Company as a result of an issue of Successor Shares as consideration in a transaction to which the Successor Company or any of its subsidiaries is a party or in connection with any share option, restricted share or other share schemes of the Successor Company), such corresponding adjustments (if any) shall be made to:

(i) the Scheme Mandate Limit and/or Service Provider Sublimit in the case of a subdivision or consolidation of Successor Shares;

(ii) the number and/or nominal value of Successor Shares underlying any RSU or part thereof which has not yet vested and/or been satisfied; and/or

(iii) the number and/or nominal value of underlying Successor Shares and the exercise price of any Option which has not yet vested or has vested but not yet been exercised and/or satisfied,

or any combination thereof, provided that:

(iv) any such adjustments give a grantee the same proportion of the share capital of the Successor Company as that to which that grantee was previously entitled; and

(v) any adjustments as a result of an issue of securities with a price-dilutive element, such as a rights issue or capitalisation issue, should be based on a scrip factor similar to the one used in accounting standards in adjusting the earnings per share figures,

but no such adjustments shall be made to the extent that a Successor Share would be issued at less than its nominal value. In respect of any such adjustments, the auditors or an independent financial adviser to the Successor Company (as the case may be) must confirm to the Successor Board in writing that the adjustments satisfy the requirements of the relevant provisions of the Listing Rules.

Any such adjustments shall be made in compliance with the requirements under Rules 17.03(13) and 17.03B of the Listing Rules.

(S) MALUS AND CLAWBACK

If circumstances occur which, in the reasonable opinion of the Successor Board, justify a reduction to the Award, the Successor Board may in its discretion at any time before the Award is vested determine that the number of Successor Shares in respect of which the Award is granted shall be reduced to such number (including to nil) as the Successor Board considers appropriate in the circumstances.

If circumstances occur which, in the reasonable opinion of the Successor Board, justify a reduction in respect of the Successor Shares that have already been exercised and transferred then the Successor Board may in its discretion determine (acting fairly and reasonably) that the grantee should repay to the Successor Company (whether by redemption or repurchase of relevant Successor Shares, payment of cash proceeds or deductions from or set offs against any amounts owed to the grantee by the relevant Successor Group Company) an amount equal to the benefit, calculated on an after-tax basis, that the grantee received, provided that the Successor Board may, at its discretion, determine that a lesser amount should be repaid.

The circumstances in which the Successor Board may consider that it is appropriate to exercise its discretion, may, without limitation, include the following:

(i) a material misstatement or restatement in the audited financial accounts of any Successor Group Company (other than as a result of a change in accounting practice);

(ii) the negligence, fraud or serious misconduct of a grantee which results in or is reasonably likely to result in (a) significant reputational damage to any Successor Group Company (or to a relevant business unit of any Successor Group Company); (b) a material adverse effect on the financial position of any Successor Group Company (or to a relevant business unit of any Successor Group Company); or (c) a material adverse effect on the business opportunities and prospects for sustained performance or profitability of any Successor Group Company (or to a relevant business unit of any Successor Group Company); or

(iii) the grantee being employed or engaged by any Successor Group Company (or the relevant unit of any Successor Group Company) that suffers (a) significant reputational damage; (b) a material adverse effect on its financial position; or (c) a material adverse effect on its business opportunities and prospects for sustained performance or profitability.

The Successor Board (including the independent non-executive Directors of the Successor Company) considers that the malus and clawback provisions can ensure accountability in the behaviour of the grantees and to ensure that their conduct is in line with the Successor Company's expectations. Therefore, the Successor Board (including the independent non-executive Directors of the Successor Company) is of the view that the malus and clawback provisions are appropriate and align with the purpose of the Share Award Scheme.

(T) ALTERATION OF THE SHARE AWARD SCHEME

Save as provided below, the Successor Board may alter any of the terms of the Share Award Scheme at any time, including but not limited to the method by which a Participant accepts the Award, the method by which an Option may be exercised, and such other minor amendments to benefit the administration of the Share Award Scheme, provided that such alterations comply with the requirements of the Companies Act and the Listing Rules, to the extent applicable.

The specific provisions of the Share Award Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of grantees or Participants, any alterations of the terms and conditions of the Share Award Scheme of a material nature and changes to the authority of the Successor Board in relation to any alteration of the terms of the Share Award Scheme shall not be made, in either case, without the prior approval of Successor Company Shareholders in general meeting.

Any changes to the terms of the Awards granted (save where the alterations take effect automatically under the existing terms of the Share Award Scheme) shall be subject to approval of the Successor Board, the Remuneration Committee, the independent non-executive directors of the Successor Company and/or the Successor Company Shareholders in general meeting (as the case may be) if the initial grant of the Awards was approved by the Successor Board, the Remuneration Committee, the independent non-executive directors of the Successor Company and/or the Successor Company Shareholders (as the case may be).

The amended terms and conditions of the Share Award Scheme and the Awards shall comply with the Listing Rules, including in particular Chapter 17 of the Listing Rules and all applicable laws, rules and regulations.

(U) GENERAL

As of the Latest Practicable Date, no Award has been granted or agreed to be granted by the Target Company pursuant to the Share Award Scheme.

The Successor Board (including the independent non-executive Directors of the Successor Company) is of the view that the provisions of the Share Awards Scheme, in particular those relating to eligibility, vesting period, performance conditions, exercise price and clawback mechanism described above, align with the Successor Company's compensation model as well as the purpose of the Share Award Scheme by enabling the Successor Board and the Remuneration Committee to operate and regulate the Share Award Scheme effectively and efficiently.

A. RESPONSIBILITY STATEMENTS

This circular includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company and the Target Group.

The Directors (including any proposed Director who is named as such in this circular) collectively and individually accept full responsibility for the accuracy of the information contained in this circular (other than that relating to the Target Group).

The Directors (including any proposed Director who is named as such in this circular), having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular (other than that relating to the Target Group) is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement in this circular (other than that relating to the Target Group) misleading.

The directors of the Target Company collectively and individually accept full responsibility for the accuracy of the information contained in this circular (other than that relating to the Company).

The directors of the Target Company, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular (other than that relating to the Company) is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement in this circular (other than that relating to the Company) misleading.

B. FURTHER INFORMATION ABOUT THE SUCCESSOR COMPANY

1. Incorporation of the Company

The Company was incorporated in Cayman Islands under the Cayman Companies Act as an exempted company with limited liability on January 26, 2022. The Company was registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on March 17, 2022.

The principal place of business in Hong Kong is at Suites 4310-11, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. Dr. Wong Shue Ngar Sheila, whose address is at Suites 4310-11, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong

Kong and Mr. Lee Chung Shing, whose address is at 46/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, have been appointed as the authorized representatives of our Company for the acceptance of service of process and notices in Hong Kong.

As the Company was incorporated in the Cayman Islands, its operations are subject to the Cayman Islands company law and to its constitution, which comprises the Successor Memorandum and Articles. A summary of certain provisions of the Memorandum and Articles and certain relevant aspects of the Cayman Islands company law is set out in "Appendix V — Summary of the Constitution of the Successor Company and Cayman Islands Company Law."

2. Changes in share capital of the Company

There has been no alteration in the share capital or registered capital of any member of the Company within the two years immediately preceding the date of this circular.

3. Changes in the share capital of the Target Group

Synagie Vietnam

On January 9, 2023, Synagie Vietnam increased its charter capital from VND230,000,000 to VND13,884,300,000.

Synagie Philippines

On May 24, 2024, the authorized share capital of Synagie Philippines was increased from PHP11,000,000.00 divided into 11,000,000 common shares with a par value of PHP1.00 per share to PHP25,000,000.00 divided into 25,000,000 common shares with a par value of PHP1.00 per share.

On June 10 2024, the issued and paid-up share capital of Synagie Philippines was increased from 11,000,000 shares at PHP1.00 per share to 25,000,000 shares at PHP 1.00 per share.

Save for the aforesaid, there has been no alteration in the share capital or registered capital of any member of the Target Company within the two years immediately preceding the date of this circular.

4. Resolutions of the shareholders of the Target Company

An extraordinary general meeting of the Target Company will be convened on October 24, 2024, pursuant to which, among others, the amalgamation between the Target Company and the Merger Sub in accordance with Section 215B of the Companies Act 1967 of Singapore and as contemplated in the Business Combination Agreement with the Target Company being the surviving entity and becoming an indirectly wholly-owned subsidiary of the Company will be considered and if thought fit, approved by the shareholders of the Target Company.

C. FURTHER INFORMATION ABOUT THE BUSINESS

1. Summary of Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by members of the Successor Group within the two years preceding the date of this circular and are or may be material:

(i) the Business Combination Agreement;

(ii) the PIPE Investment Agreements;

(iii) the Promoter Earn-out and Lock-up Agreement;

(iv) the Target Company Founder Earn-out Agreement;

(v) the Target Company Majority Shareholder Lock-up Agreements;

(vi) the novation and amendment agreement dated September 20, 2024 entered into by the Company, the Target Company, Oakwise Innovation Fund SPC — New Opportunity SP III and Oakwise Value Fund SPC — Greater China High Yield Income SP, pursuant to which (a) Oakwise Innovation Fund SPC — New Opportunity SP III novated its rights and obligations under the PIPE Investment Agreement among the Company, the Target Company and Oakwise Innovation Fund SPC — New Opportunity SP III dated June 28, 2024 to Oakwise Value Fund SPC — Greater China High Yield Income SP, and (b) following the novation, the number of PIPE Investment Shares to be subscribed pursuant to the aforesaid PIPE Investment Agreement was amended to 4,000,000 PIPE Investment Shares for an aggregate subscription price of HK$40,000,000; and

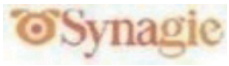
(vii) the termination agreement dated September 20, 2024 entered into by the Company, the Target Company and Carnegie Hill Greater Bay Area Investment Co., Limited, pursuant to which the PIPE Investment Agreement among the Company, the Target Company and Carnegie Hill Greater Bay Area Investment Co., Limited dated June 28, 2024 was terminated.

2. Intellectual property rights of the Target Group

(i) Trademarks

As of the Latest Practicable Date, the Target Group was the registered proprietor of the following trademarks which, in the opinion of the Successor Directors, are or may be material to the Successor Group's business:

Trademark	Registered owner	Place of registration	Class	Registration number	Expiry date
beautiful.me	Synagie Singapore	Singapore	3 and 35	40201501962W	February 5, 2025
beautiful.me					
BEAUTIFUL.ME	Synagie Singapore	Singapore	3 and 35	40201501964R	February 5, 2025
Synagie Synagie	Synagie Singapore	Singapore	35	40201722030U	November 9, 2027
Synagie Synagie	Synagie Singapore	Singapore	39	40201722603T	November 15, 2027
Biokel	Synagie Singapore	Singapore	5	40202004137P	February 27, 2030
BIOKEL	Synagie Singapore	Singapore	5	40202004136R	February 27, 2030

Trademark	Registered owner	Place of registration	Class	Registration number	Expiry date
METAGOLD	Synagie Singapore	Singapore	9, 14, 35, 36 and 42	40202127722U	November 15, 2031
	Synagie Malaysia	Malaysia	35	2018001486	February 6, 2028
	Synagie Malaysia	Malaysia	39	2018001479	February 6, 2028
	Synagie Malaysia	Malaysia	39	2018001480	February 6, 2028
	Synagie Malaysia	Malaysia	39	2018001475	February 6, 2028
	Synagie Malaysia	Malaysia	39	2018001476	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001483	February 6, 2028
	Synagie Malaysia	Malaysia	39	2018001477	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001484	February 6, 2028
	Synagie Malaysia	Malaysia	39	2018001478	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001474	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001473	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001469	February 6, 2028

Trademark	Registered owner	Place of registration	Class	Registration number	Expiry date
	Synagie Malaysia	Malaysia	35	2018001467	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001472	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001470	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001481	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001482	February 6, 2028
	Synagie Malaysia	Malaysia	35	2018001485	February 6, 2028
	Synagie Vietnam	Vietnam	35	4-0428680-000	December 6, 2029
	Synagie Vietnam	Vietnam	35	4-0428681-000	December 6, 2029
	Synagie Vietnam	Vietnam	35	4-0414078-000	December 6, 2029

Trademark	Registered owner	Place of registration	Class	Registration number	Expiry date
	Synagie Vietnam	Vietnam	35	4-0421999-000	December 6, 2029
Synagie	Synagie Philippines	Philippines	35	42019000611	May 30, 2029
Fulfillment by Synagie	Synagie Philippines	Philippines	35	42019000612	August 11, 2029
	Synagie Philippines	Philippines	35	42019000613	May 30, 2029
	Synagie Singapore	Hong Kong	35 and 39	306513039	March 27, 2034

As of the Latest Practicable Date, the Target Group was the applicant of the following trademarks which, in the opinion of the Successor Directors, are or may be material to the Successor Group's business:

Trademark	Applicant	Place of Application	Class	Application number	Application date
SYNAGISTICS	Synagie	Hong Kong	35 and 39	306602319	July 4, 2024
	Synagie Singapore	European Union Intellectual Property Office (EUIPO)	35 and 39	MM202400190U	March 27, 2024
	Synagie Singapore	Thailand	35 and 39	MM202400190U	March 27, 2024

Trademark	Applicant	Place of Application	Class	Application number	Application date
SYNAGISTICS	Synagie	Singapore	35 and 39	40202414821P	July 4, 2024
SYNAGISTICS	Synagie	Singapore	35 and 39	40202414747R	July 3, 2024
SYNAGISTICS					
Synagie	Synagie Singapore	Indonesia	35 and 39	MM202400190U	March 27, 2024

(ii) Domain name

As of the Latest Practicable Date, the Target Group owned the following domain name which the Successor Group considers to be or may be material to the Successor Group's business:

Domain name	Registrant	Expiry Date
www.synagie.com	Synagie Singapore	September 18, 2026

Save as disclosed above, as of the Latest Practicable Date, there were no other trademarks, patents, intellectual property rights, or domain names which are or were material in relation to the business of the Successor Group.

D. FURTHER INFORMATION ABOUT THE SUCCESSOR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS OF THE SUCCESSOR COMPANY

1. Disclosure of Interests

(i) Disclosure of Interests of Successor Directors and chief executives in the share capital of the Successor Company and its associated corporations

Immediately upon the Closing, assuming no SPAC Shareholders elect to redeem any SPAC Shares, there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants and Permitted Equity Financing the interest and short position of the Successor Directors and chief executives of the Successor Company in the Successor Shares, underlying Successor Shares and debentures of the Successor Company and its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Successor Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and/or short positions which they were taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers (the "**Model Code**"), will be as follows:

(a) Interest in the Successor Shares

Name of Successor Director/Chief executive	Capacity/Nature of interest[1]	Number of Successor Company Shares held	Shareholding in the Successor Company
Mr. Clement Lee	Beneficial owner and founder of trust[2]	121,824,582[3]	22.98%
Ms. Olive Tai	Beneficial owner and interest in controlled corporation[4]	38,307,331[5]	7.23%

Notes:

1. All interests stated are long positions.

2. Metadrome is wholly owned by D.A.T. Associates Limited as nominee for Mr. Clement Lee pursuant to a declaration of trust. Under the SFO, Mr. Clement Lee is deemed to be interested in the Shares in which Metadrome and D.A.T. Associates Limited are interested.

3. It includes 79,260,454 Successor Shares to be issued pursuant to the Merger and 42,564,128 Successor Shares which may be issued pursuant to the exercise of the Target Company Founder Earn-out Right.

4. Venture Lab is wholly owned by Ms. Olive Tai. Under the SFO, Ms. Olive Tai is deemed to be interested in the Shares in which Venture Lab is interested.

5. It includes 24,923,184 Successor Shares to be issued pursuant to the Merger and 13,384,147 Successor Shares which may be issued pursuant to the exercise of the Target Company Founder Earn-out Right.

(b) Interests in associated corporations

Name of Successor Director	Associated corporation	Capacity/Nature of interest[1]	Number of shares held	Shareholding in the associated corporation
Mr. Clement Lee	Synagie Philippines	Nominee[2]	1 share	Less than 0.1%
Ms. Olive Tai	Synagie Philippines	Nominee[2]	1 share	Less than 0.1%
	Synagie Corporation (Thailand) Limited	Beneficial interest	100 shares	0.1%

Note:

1. Each of Mr. Clement Lee and Ms. Olive Tai holds one share in Synagie Philippines as nominee on behalf of the Target Company.

(ii) Disclosure of Interests of Substantial Shareholders

For information on the persons who will, immediately following the completion of the De-SPAC Transaction, have interests or short positions in the Successor Company Shares or underlying Successor Company Shares which would be required to be disclosed to the Successor Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, see the section headed "Substantial Shareholders following the De-SPAC Transaction".

The Successor Directors are not aware of any persons who will, immediately following the Closing, be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of the Successor Company or have an option in respect of such capital.

2. Particulars of service contracts and appointment letters

(a) Executive Successor Directors

Each of the executive Successor Directors will enter into a service contract with the Successor Company under which they agreed to act as executive Successor Directors for an initial term of three years commencing from the completion of the De-SPAC Transaction which may be terminated by not less than three months' notice in writing served by either the executive Successor Director or the Successor Company. The appointments are subject to the approval by the Shareholders at the EGM and the provisions of retirement and rotation of Directors under the Successor Company Memorandum and Articles.

The appointments of the executive Successor Directors are subject to the provisions of retirement and rotation of Directors under the Successor Memorandum and Articles.

(b) Non-executive Successor Directors and independent non-executive Successor Directors

Each of the non-executive Successor Directors and the independent non-executive Successor Directors will enter into an appointment letter with the Successor Company for an initial term of three years commencing from the completion of the De-SPAC Transaction which may be terminated by not less than three months' notice in writing served by either the non-executive Successor Director, the independent non-executive Successor Director or the Successor Company.

Under their respective appointment letters, each of the non-executive Successor Director and the independent non-executive Successor Directors is entitled to a fixed Director's fee. The appointments are subject to the approval by the Shareholders at the EGM and the provisions of retirement and rotation of Directors under the Successor Company Memorandum and Articles.

3. Directors' remuneration

The aggregate remuneration (including salaries and other benefits and retirement benefit expenses) paid to the directors of the Target Company by the Target Company for each of the three years ended December 31, 2023 and the four months ended April 30, 2024 was S$368,000, S$368,000, S$369,000 and S$127,000, respectively. Save as disclosed above, no other amounts have been paid or are payable by any member of the Target Company to the directors of the Target Company for each of the three years ended December 31, 2023 and the four months ended April 30, 2024.

The aggregate amount of salaries, allowances and other benefits, share-based payments expenses and discretionary bonus paid to the five highest paid individuals of the Target Company in respect of each of the three years ended December 31, 2023 and the four months ended April 30, 2024 was S$1.3 million, S$1.4 million, S$1.6 million and S$0.49 million, respectively.

No remuneration was paid by the Target Company to the directors of the Target Company or the five highest paid individuals as an inducement to join or upon joining the Target Group or as a compensation for loss of office in respect of each of the three years ended December 31, 2023 and the four months ended April 30, 2024. Further, none of the directors of the Target Company had waived or agreed to waive any remuneration during the same periods.

Under the arrangement currently in force and on the assumption that the Successor Directors of the Successor Company will be appointed upon the completion of the De-SPAC Transaction, the aggregate remuneration (including salaries and other benefits and retirement benefit expenses but excluding share-based payment expenses) to the Successor Directors for the year ending December 31, 2024 is estimated to be no more than approximately S$3.0 million.

4. Joint Sponsors and Overall Coordinators

The Joint Sponsors have made an application on behalf of the Successor Company to the Listing Committee for the listing of, and permission to deal in, the Successor Shares and Successor SPAC Warrants in accordance with the requirements for new listing applicants as set out in Chapter 9 of the Listing Rules.

Each of the Joint Sponsors satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules. The Joint Sponsors are entitled to a fee of US$600,000 for acting as the sponsors in connection with the De-SPAC Transaction.

The syndicate capital market intermediaries will in aggregate receive 12% of the gross proceeds from the PIPE Investments and the Permitted Equity Financing as fixed fees (the "**Fixed Fees**"). The Successor Company may, at its sole discretion, pay to the syndicate capital market intermediaries an additional discretionary fee of up to 7% of the gross proceeds from the PIPE Investments and the Permitted Equity Financing (the "**Discretionary Fees**"). Assuming the Discretionary Fees are paid in full, the ratio of Fixed Fees and Discretionary Fees payable to the Overall Coordinators is therefore 63.2%:36.8%.

To the best knowledge of the Company and the Target Company, there is no side agreement or arrangement (including any rebate arrangement) among the Company, the Target Group, the Successor Company, the Overall Coordinators, the syndicate capital market intermediaries and the PIPE Investors or any of their respective close associates in connection with the PIPE Investments and the Permitted Equity Financing, other than those set out in the Business Combination Agreement, the respective engagement letters of the Overall Coordinators and the syndicate capital market intermediaries, the PIPE Investment Agreements, the permitted equity subscription agreements and/or the placing agreement (as the case may be) and this circular.

5. Disclaimers

Save as disclosed in "Substantial Shareholders following the De-SPAC Transaction" and "— 1. Disclosure of Interests":

(a) none of the Successor Directors or chief executive of the Successor Company has any interests or short positions in the Successor Company Shares, underlying Successor Company Shares in, or debentures of, the Successor Company or any associated corporation (within the meaning of the SFO) which will be required to be notified to the Company and the Stock Exchange under Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they are taken or deemed to have under such provisions of the SFO), or which will be required, under section 352 of the SFO, to be entered in the register referred to in that section, or which would be required to be notified to the Company and the Stock Exchange pursuant to the Model Code;

(b) none of the Successor Directors nor any of the persons whose names are listed in "G. Other Information — 4. Qualifications and consents of experts" below has any direct or indirect interest in the promotion of the Successor Company, or in any assets which

have within the two years immediately preceding the issue of this circular been acquired or disposed of by or leased to any member of the Successor Company, or are proposed to be acquired or disposed of by or leased to any member of the Successor Company;

(c) none of the Successor Directors nor any of the persons whose names are listed in "G. Other Information — 4. Qualifications and consents of experts" below is materially interested in any contract or arrangement subsisting at the date of this circular which is significant in relation to the business of the Successor Company;

(d) none of the Successor Directors is materially interested in any contract or arrangement subsisting at the Latest Practicable Date which is significant in relation to the business of the Successor Company; and

(e) so far as is known to the Successor Directors of the Successor Company, as of the Latest Practicable Date, none of the Successor Directors of the Successor Company, their respective close associates (as defined under the Listing Rules) or Successor Shareholders who are interested in more than 5% of the total number of issued Successor Company Shares has any interests in the five largest customers or the five largest suppliers in each period of the Track Record Period of the Successor Group.

E. SHARE OPTION AND AWARD SCHEME OF THE TARGET COMPANY

Summary of Terms of the Share Option and Award Scheme

The following is a summary of the principal terms of the Share Option and Award Scheme adopted pursuant to the written resolutions of all the shareholders of the Target Company passed on May 20, 2022 and adopted by a resolution of the board of directors of the Target Company on May 20, 2022, as amended and restated by a resolution of the board of directors of the Target Company on June 28, 2024 and further amended and restated by a resolution of the board of directors of the Target Company on September 20, 2024:

Purpose of the Share Option and Award Scheme

The purpose of the Share Option and Award Scheme is to recognise the eligible participants whose contributions are essential to growing the business and delivering shareholder returns of the Target Company and will help to achieve the following objectives:

a. to reward performance and to give recognition to the contributions made by the eligible participants leading to the success of the Target Company and/or its subsidiaries;

b. to enhance retention within key employees of the Target Company and/or its subsidiaries;

c. to promote employee involvement in high growth plans leading to the long-term profitability and success of the Target Company and/or its subsidiaries; and

d. to attract talents and differentiate the Target Company and/or its subsidiaries from competitors.

Eligible Participants

Participants who fall into the following categories shall be eligible to participate in the Share Option and Award Scheme, at the absolute discretion of the board of directors of the Target Company (the "**Participant(s)**"). The following list is subject to change at the absolute discretion of the board of directors of the Target Company:

a. be a full time employee or consultant of the Target Company and/or its subsidiaries;

b. (in relation to employees only) holding leadership and senior management position; or high performer rated as "Outstanding / Band A" for middle & lower management position;

c. have attained the age of 21 years on or before the date of grant of the Award; and

d. not be an undischarged bankrupt and must not have entered into any compositions with his/her creditors.

The board of directors of the Target Company reserves the right to grant the awards to new eligible Participants, in each case, as the board of directors of the Target Company may select, in its absolute discretion, at any time during the period when the Share Option and Award Scheme is in force.

The terms of eligibility for participation in the Share Option and Award Scheme set out above may be amended from time to time at the absolute discretion of the board of directors of the Target Company.

Any Participant which has received Awards (as defined below) (including, where applicable, the executor or personal representative of such Participant) is an executive (the "**Executive**").

Types of Awards

Awards under the Share Option and Award Scheme shall include the share options and/or bonus shares of the Target Company (as the case may be) (the "**Award(s)**") granted pursuant to the Share Option and Award Scheme.

Limitation on size of plan

The aggregate number of shares of the Target Company over which the board of the directors of the Target Company may grant share options and/or award bonus shares shall not exceed 11.2% of the total issued shares of the Target Company on an as-if converted basis as at the date of the adoption of the Share Option and Award Scheme.

Grant of Awards

The number of share options and/or bonus shares which are the subject of each Award to be granted to a Participant in accordance with the Share Option and Award Scheme shall be determined at the absolute discretion of the board of directors of the Target Company, which shall take into account such criteria as it considers fit, including (but not limited to), job level, job performance, potential for future development, and contribution to the success and development of the Target Company.

The board of directors of the Target Company shall decide in relation to an Award:

a. the Participants;

b. the date of Award;

c. the number of share options and/or bonus shares which are the subject of the Award;

d. the vesting period(s), if any;

e. the vesting date(s), if any; and

f. any other condition which the board of directors of the Target Company may determine in its absolute discretion in relation to that Award.

The board of directors of the Target Company shall send to each Participant an Award letter confirming the Award and specifying the details relation to the Award.

Participants are not required to pay for the grant of Awards.

Exit

Exit refers to a successful completion of a trade sale or execution of a successful initial public offering of the Target Company or analogous liquidity event, including without limitation, a business combination transaction with a special purpose acquisition company listed on a recognised stock exchange.

In the event of an Exit, the Target Company shall, to the extent possible, give 14 days' prior notice of the occurrence of the Exit event. In the event that such prior notice is not feasible, the board of directors of the Target Company shall give notice as soon as it is reasonably practicable to do so.

Upon or in connection with the occurrence of an Exit:

i. All vested share options shall be automatically exercised at such time that the Board shall determine. Where required, the Executives undertake to execute all necessary documentation for the exercise of the vested share options in a timely manner;

ii. All unvested share options will continue to vest as per the schedule as outlined in the respective Award letter, unless otherwise decided by the board of directors of the Target Company in its sole and absolute discretion. The board of directors of the Target Company has sole and absolute discretion to accelerate the vesting of any unvested share options upon or in connection with an Exit, in which case item (i) above will apply; and

iii. All bonus shares shall be issued at such time that the the board of directors of the Target Company shall determine.

Vesting of Awards

In relation to an Award which is subject to a vesting period (the "**Vesting Period**"), the board of directors of the Target Company shall, provided that the relevant Participant has continued to be in full time employment with the Target Company as an Executive, as the case may be, from the date of Award up to the end of each Vesting Period and, in the opinion of the board of directors of the Target Company, where applicable, the job performance of the relevant Participant has been satisfactory, vest for the Participant the relevant number of share options and/or bonus shares in accordance with the vesting schedule specified in respect of the Award on the relevant date(s) of Award.

Subject to such modifications as the board of directors of the Target Company may from time to time determine, share options which are vested may only be exercised during the period commencing from the date an Exit event has occurred and expiring on the 10th anniversary of the date of grant of the Award (the "**Exercise Period**"), in whole or in part (provided that a share option may be exercised in part only in respect of 1,000 shares of the Target Company or any multiple thereof), by a Participant giving written notice to the Target Company.

All share options can only be exercised during the Exercise Period and upon the expiry of such period, all the share options shall immediately lapse and become null and void.

Participants are not required to pay the Exercise Price at the time of Exit. When Participants exercise their share options, they shall receive a number of shares issued in the capital of the Target Company that is equivalent to the difference between the Exercise Price and the Target Company's share price at the time of Exit based on the Target Company's latest valuation. For the avoidance of doubt and notwithstanding anything stated in an Award, the number of shares to be received by the Participant shall be utilised for the purposes of the calculation of the 11.2% threshold under the paragraph headed "— *Limitation on size of plan*" above in this subsection.

In connection with an Exit, the board of directors of the Target Company shall have absolute discretion to (i) determine the time at which the share options and/or bonus shares are automatically exercised and/or issued (as applicable), and (ii) request that the Executive provide lock-up undertakings which are reasonably necessary to facilitate the Exit.

Exercise price

The Award will be granted based on the absolute discretion of the board of director of the Target Company, to allow for continuity of the grant over time, and ensuring that the Award granted is commensurate with the phase of growth and underlying valuation of the Target Company at each point in time. The board of director of the Target Company may also at its absolute discretion issue an award of one-off bonus shares to any Participants.

The exercise price for each share option shall be determined by the board of directors of the Target Company at its absolute discretion based on a valuation methodology which is consistent with generally accepted valuation methodologies for pricing financial instruments, and as deemed appropriate by the board of directors of the Target Company.

No dividends will be payable on any share options and/or bonus shares (whether vested or not), until and unless the shares in respect of that Award have been issued and/or transferred to the Participant.

All vested share options are only exercisable during the Exercise Period.

No payment of any exercise price shall be required on the vesting of an Award comprising only bonus shares.

Transfer restrictions

An Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the share options and/or bonus shares to which the vested Award relates, shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior written approval of the board of directors of the Target Company and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or vested Award without the prior written approval of the board of directors of the Target Company, that Award or vested Award shall immediately lapse.

Administration of the Share Option and Award Scheme

The Share Option and Award Scheme shall be administered by the board of directors of the Target Company in its absolute discretion, provided that no member of the board of directors of the Target Company shall participate in any deliberation or decision in respect of Awards granted or to be granted to him.

The board of directors of the Target Company shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the Share Option and Award Scheme) for the implementation and administration of the Share Option and Award Scheme, to give effect to the provisions of the Share Option and Award Scheme and/or to enhance the benefit of the Awards and the vested Awards to the Participants, as it may, in its absolute discretion, think fit. Any matter pertaining or pursuant to the Share Option and Award Scheme and any dispute and uncertainty as to the interpretation of the Share Option and Award Scheme or any rule, regulation or procedure thereunder or any rights under the Share Option and Award Scheme shall be determined by the board of directors of the Target Company in its absolute discretion.

Neither the Share Option and Award Scheme nor Awards granted under the Share Option and Award Scheme shall impose on the Target Company or the board of directors of the Target Company or any of its members any liability whatsoever in connection with:

a. the lapsing of any Awards pursuant to any provision of the Share Option and Award Scheme;

b. the failure or refusal by the board of directors of the Target Company to exercise, or the exercise by the board of directors of the Target Company of, any discretion under the Share Option and Award Scheme; and/or

c. any decision or determination of the board of directors of the Target Company made pursuant to any provision of the Share Option and Award Scheme.

Any decision or determination of the board of directors of the Target Company made pursuant to any provision of the Share Option and Award Scheme (other than a matter to be certified by the Auditors) shall be final, binding and conclusive (including for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Share Option and Award Scheme or any rule, regulation or procedure hereunder or as to any rights under the Share Option and Award Scheme). The board of directors of the Target Company shall not be required to furnish any reasons for any decision or determination made by it.

Modifications to the Share Option and Award Scheme

Any or all of the provisions of the Share Option and Award Scheme may be modified and/or altered at any time and from time to time by a resolution of the board of directors of the Target Company, and in particular, the board of directors of the Target Company may at any time by resolution (and without other formality) amend or alter the rules or provisions of the Share Option and Award Scheme in any way to the extent necessary in the opinion of the board of directors of the Target Company, to cause the Share Option and Award Scheme to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body.

Written notice of any modification or alteration shall be given to all Participants.

Duration of the Share Option and Award Scheme

The Share Option and Award Scheme shall continue to be in force until the earliest of the following take place:

a. at the discretion of the board of directors of the Target Company, subject to a maximum period of ten (10) years commencing on May 20, 2022, provided always that the Share Option and Award Scheme may continue beyond the above stipulated period with the approval of the Target Company's shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required;

b. the termination of the Share Option and Award Scheme at any time by the board of directors of the Target Company or, at the discretion of the board of directors of the Target Company, by resolution of the Target Company in general meeting, subject to all relevant approvals which may be required and if the Share Option and Award Scheme is so terminated, no further Awards shall be granted by the board of directors of the Target Company hereunder; and

c. the completion of an Exit.

The expiry or termination of the Share Option and Award Scheme shall not affect Awards which have been granted prior to such expiry or termination.

Awards and options granted under the Share Option and Award Scheme

The grant of share awards and options under the Share Option and Award Scheme to the grantees as set out below was approved by the board of directors of the Target Company on September 20, 2024. The overall limit on the number of underlying shares pursuant to the Share Option and Award Scheme is 94,189,959 Shares of the Target Company.

On October 2, 2024, the Target Company had granted (i) bonus share awards in respect of an aggregate of 53,926,868 Target Company Shares (22,615,759 Successor Shares immediately after the Closing) to 3 grantees who are the Target Company Founders; and (ii) options in respect of an aggregate of 38,819,904 Target Company Shares (resulting in 33,850,000 Target Company Shares to be issued on a cashless exercise basis (i.e. net of the exercise price payable) or 14,195,955 Successor Shares immediately after the Closing) to 344 grantees, among which two are senior management of the Target Group, under the Share Option and Award Scheme.

The Successor Shares issued to the grantees upon the exercise of the share options granted to them under the Share Option and Award Scheme will be subject to a lock-up period of 15 months from the date of issue of the Successor Shares.

(a) Directors and Target Founders

The table below sets out the details of the bonus share awards granted to the Directors and Target Company Founders under the Share Option and Award Scheme:

Name of grantee	Address	Number of Target Company Shares under the bonus share awards granted[(1)]	Number of Successor Shares under the bonus share awards granted immediately after the Closing	Approximate percentage of Successor Shares immediately after the Closing[(2)]
Lee Shieh-Peen Clement	14 Leedon Heights #11-19 Singapore 267936	34,068,073	14,287,411	2.69%
Tai Ho Yan Olive	28 Chiselhurst Grove Serangoon Garden Estate Singapore 558611	11,345,895	4,758,222	0.90%
Lee Yue Zanetta	13 Martaban Road, Singapore 328640	8,512,900	3,570,126	0.67%
Total		**53,926,868**	**22,615,759**	**4.26%**

Notes:

(1) All of the Target Company Shares will be issued to the above Directors and Target Company Founders immediately prior to the Effective Time.

(2) Assuming (i) no SPAC Shareholders exercise their redemption rights with respect to their holding of SPAC Shares, (ii) 55,124,000 Successor Shares are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (iii) there is no Permitted Equity Financing, and (iv) there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants.

(b) Senior Management

The table below sets out the details of the options granted to the senior management of the Target Group under the Share Option and Award Scheme:

Name of grantee	Address	Exercise price range (S$)	Number of Target Company Shares under the options granted[(1)]	Number of Target Company Shares to be issued on a cashless exercise basis[(1)]	Number of Successor Shares under the options granted immediately after the Closing	Approximate percentage of Successor Shares immediately after the Closing[(2)]
Quek Wei Ling.	Blk 476A, Chua Chu Kang Ave 5, #10-11, Singapore 681476	S$0.12 to S$0.27	2,658,061	2,334,517	979,046	0.18%
Malcolm Tan Hock Yean.	54 Hume Ave, #07-11, Summerhill, Singapore 596231	S$0.16 to S$0.27	2,511,635	2,152,861	902,863	0.17%
Total.			**5,169,696**	**4,487,378**	**1,881,909**	**0.35%**

Notes:

(1) All of the options granted have vested and will automatically be exercised immediately prior the Effective Time. The options will be exercised on a cashless exercise basis (i.e. net of the exercise price payable) and the Target Company Shares will be issued to the senior management of the Target Group immediately prior to the Effective Time.

(2) Assuming (i) no SPAC Shareholders exercise their redemption rights with respect to their holding of SPAC Shares, (ii) 55,124,000 Successor Shares are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (iii) there is no Permitted Equity Financing, and (iv) there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants.

(c) Other Grantees

The table below sets out the details of the options granted to the other grantees (other than the Directors, Target Company Founders and the senior management of the Target Group) under the Share Option and Award Scheme:

	Range of Target Company Shares under the options granted	Total number of grantees	Exercise price range (S$)	Number of Target Company Shares under the options granted[(1)]	Number of Target Company Shares to be issued on a cashless exercise basis[(1)]	Number of Successor Shares under the options granted immediately after the Closing	Approximate percentage of Successor Shares immediately after the Closing[(2)]
1	1 to 100,000	273	S$0.12 to S$0.27	8,108,110	7,022,902	2,945,253	0.56%
2	100,001 to 500,000	55	S$0.12 to S$0.27	12,855,933	11,263,499	4,723,667	0.89%
3	500,001 to 1,000,000	11	S$0.12 to S$0.27	7,984,703	6,984,833	2,929,287	0.55%
4	1,000,001 to 2,500,000	3	S$0.12 to S$0.27	4,701,462	4,091,388	1,715,840	0.32%
Total		**342**		**33,650,208**	**29,362,622**	**12,314,047**	**2.32%**

Notes:

(1) All of the options granted have vested and will automatically be exercised immediately prior to the Effective Time. The options will be exercised on a cashless exercise basis (i.e. net of the exercise price payable) and the Target Company Shares will be issued to the grantees immediately prior to the Effective Time.

(2) Assuming (i) no SPAC Shareholders exercise their redemption rights with respect to their holding of SPAC Shares, (ii) 55,124,000 Successor Shares are issued to the PIPE Investors pursuant to the PIPE Investment Agreements, (iii) there is no Permitted Equity Financing, and (iv) there is no exercise of the Promoter Earn-out Right, the Target Company Founder Earn-out Right and the subscription rights attaching to the Successor SPAC Warrants and the Successor Promoter Warrants.

To the best of the knowledge, information and belief of the Successor Directors having made all reasonable inquiries, none of the other grantees will be connected persons of the Successor Company after the Closing.

The full list of all the grantees under the Share Option and Award Scheme is available for public inspection at the offices of Freshfields Bruckhaus Deringer at 55th Floor, One Island East, Taikoo Place, Quarry Bay, Hong Kong.

F. LEGAL PROCEEDINGS OF THE SUCCESSOR COMPANY

(a) as to the Group

As at the Latest Practicable Date, the Company was not engaged in any litigation or arbitration of material importance and no litigation, arbitration or claim of material importance was known to the Directors to be pending or threatened against the Company.

(b) as to the Target Group

As at the Latest Practicable Date, no member of the Target Group was engaged in any litigation or arbitration of material importance and no litigation, arbitration or claim of material importance was known to be pending or threatened against any member of the Target Group.

G. OTHER INFORMATION

1. Estate duty

The Successor Directors have been advised that no material liability for estate duty is likely to fall on the Successor Company or any of its subsidiaries.

2. Preliminary expenses

The Target Company did not incur any material preliminary expenses.

3. Promoters

The promoters of the Company are Dr. Norman Chan, Ms. Katherine Tsang and Max Giant. The Target Company has no promoters. Within the two years immediately preceding the date of this circular, save for the grant of the Promoter Earn-out Right, no cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any Promoters in connection with the De-SPAC Transaction and the related transactions described in this circular.

4. Qualifications and consents of experts

The following experts have each given and have not withdrawn their respective written consents to the issue of this circular with copies of their reports, valuation certificates, letters, opinions or summaries of opinions (as the case may be) and the references to their names included herein in the form and context in which they are respectively included:

Name	Qualification
Haitong International Capital Limited	Licensed corporation to conduct Type 6 (advising on corporate finance) regulated activity under the SFO
CMB International Capital Limited	Licensed corporation to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities as defined under the SFO
Altus Capital Limited	Independent Financial Adviser, a corporation licensed to conduct Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities under the SFO
China Insights Consultancy	Independent industry consultant
Deloitte Touche Tohmatsu	Certified public accountants Public Interest Entity Auditor registered in accordance with the Accounting and Financial Reporting Council Ordinance
Jones Lang LaSalle Corporate Appraisal and Advisory Limited	Independent valuer
Maples and Calder (Hong Kong) LLP	Cayman Islands legal advisors
Rajah & Tann Singapore LLP	Legal advisors as to the laws of Singapore

Name	Qualification
Christopher & Lee Ong	Legal advisors as to the laws of Malaysia
Romulo Mabanta Buenaventura Sayoc & de los Angeles	Legal advisors as to the laws of Philippines
Rajah & Tann (Thailand) Limited	Legal advisors as to the laws of Thailand
Assegaf Hamzah & Partners	Legal advisors as to the laws of Indonesia
Rajah & Tann LCT Lawyers	Legal advisors as to the laws of Vietnam

As at the Latest Practicable Date, none of the abovementioned experts is interested beneficially or otherwise in any ordinary Shares or shares of any member of the Successor Company or has any right or option (whether legally enforceable or not) to subscribe for or nominate persons to subscribe for any shares or securities in any member of the Successor Company.

5. Bilingual document

The translation into Chinese language of this circular is for reference only. In case of any inconsistency, the English version shall prevail.

6. Miscellaneous

(a) Within the two years preceding the date of this circular:

(i) save as disclosed in "— D. Further Information about the Successor Directors and Substantial Shareholders of the Successor Company — 4. Joint Sponsors and Overall Coordinator", no share or loan capital of the Successor Company or any of its subsidiaries had been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;

(ii) save as pursuant to the De-SPAC Transaction, no commissions, discounts, brokerages or other special terms had been granted in connection with the issue or sale of any capital of the Successor Company or any of its subsidiaries; and

(iii) save as pursuant to the Target Company Existing ESOP, no share or loan capital of the Successor Company or any of its subsidiaries was under option or was agreed conditionally or unconditionally to be put under option.

(b) None of the persons whose names are listed in the paragraph "— 4. Qualifications and consents of experts" above had any shareholding in any member of the Successor Company or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Successor Company.

(c) The Successor Directors have been advised that no material liability for estate duty would be likely to fall upon any member of the Successor Company.

(d) There is no arrangement under which future dividend declared by the Successor Company have been waived or agreed to be waived.

(e) There had not been any interruption in the business of the Target Group which may have or has had a significant effect on the financial position of the Target Group in the 12 months preceding the date of this circular.

(f) Save for the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares, neither the Successor Company nor any of its subsidiaries had issued or agreed to issue any founder shares, management shares, deferred shares or any debentures.

(g) All necessary arrangements had been made with HKSCC for the Successor Shares and Successor SPAC Warrants to continue to be accepted as eligible securities of CCASS.

(h) Save as disclosed in "Substantial Shareholders following the De-SPAC Transaction," the Successor Directors were not aware of any person who is directly or indirectly, interested in 10% or more of the nominal value of any class of share capital (including options in respect of such capital) carrying rights to vote in all circumstances at general meetings of the members of the Successor Company.

(i) No company within the Target Group is presently listed on any stock exchange or traded on any trading system.

Copies of the following documents will be on display on the websites of the Stock Exchange at ***www.hkexnews.hk*** and the Company at ***www.hkacquisition.com*** during a period of 14 days from the date of this circular:

(a) the Memorandum and Articles;

(b) the constitution of the Target Company;

(c) the Successor Memorandum and Articles;

(d) the letter from the Board dated October 3, 2024, the text of which is set out in "Letter from the Board;"

(e) the letter of recommendation from the Independent Board Committee to the Independent Shareholders, the text of which is set out in "Letter from the Independent Board Committee;"

(f) the letter of advice from Altus Capital Limited to the Independent Board Committee and the Independent Shareholders, the text of which is set out in "Letter from the Independent Financial Adviser;"

(g) the SPAC Offering Listing Document;

(h) the annual report of the Company for the period from January 26, 2022 to December 31, 2022;

(i) the annual report of the Company for the year ended December 31, 2023;

(j) the accountants' reports on the Target Group for the financial years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024 prepared by Deloitte Touche Tohmatsu, the text of which are set out in "Appendix I — Accountants' Report of the Target Group;"

(k) the audited consolidated financial statements of the companies comprising the Target Group for the financial years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024;

(l) the report on the unaudited pro forma financial information of the Successor Group prepared by Deloitte Touche Tohmatsu, the text of which are set out in "Appendix III — Unaudited Pro Forma Financial Information on the Successor Group;"

(m) the valuation report prepared by Jones Lang LaSalle Corporate Appraisal and Advisory Limited, the text of which are set out in "Appendix IV — Valuation Report;"

(n) the letter of advice prepared by Maples and Calder (Hong Kong) LLP, the Successor Company's legal advisors as to the laws of the Cayman Islands, summarizing certain aspects of the Cayman Islands company law referred to in "Appendix V — Summary of the Constitution of the Successor Company and Cayman Islands Company Law;"

(o) the letter of advice from Rajah & Tann Singapore LLP , the Target Company's legal advisors as to the laws of Singapore, in respect of certain aspects of the Target Group in Singapore;

(p) the letter of advice from Christopher & Lee Ong, the Target Company's legal advisors as to the laws of Malaysia, in respect of certain aspects of the Target Group in Malaysia;

(q) the letter of advice from Romulo Mabanta Buenaventura Sayoc & de los Angeles, the Target Company's legal advisors as to the laws of the Philippines, in respect of certain aspects of the Target Group in the Philippines;

(r) the letter of advice from Rajah & Tann (Thailand) Limited, the Target Company's legal advisors as to the laws of Thailand, in respect of certain aspects of the Target Group in Thailand;

(s) the letter of advice from Assegaf Hamzah & Partners, the Target Company's legal advisors as to the laws of Indonesia, in respect of certain aspects of the Target Group in Indonesia;

(t) the letter of advice from Rajah & Tann LCT Lawyers, the Target Company's legal advisors as to the laws of Vietnam, in respect of certain aspects of the Target Group in Vietnam;

(u) the CIC Report;

(v) the Cayman Companies Act;

(w) the rules of the Target Company Existing ESOP;

(x) the rules of the Successor ESOP;

(y) copies of the material contracts referred to in "Appendix IX — Statutory and General Information — C. Further Information about the Business — 1. Summary of material contracts;"

(z) the written consents referred to in "Appendix IX — Statutory and General Information — G. Other Information — 4. Qualifications and consents of experts;"

(za) the Warrantholder Meeting Circular; and

(zb) this circular.

DOCUMENTS AVAILABLE FOR INSPECTION

The full list of all the grantees under the Target Company Existing ESOP containing the particulars required under Rule 17.02(1)(b) of, and paragraph 27 of Appendix D1A to, the Listing Rules will be available for public inspection at the offices of Freshfields Bruckhaus Deringer at 55th Floor, One Island East, Taikoo Place, Quarry Bay, Hong Kong, during a period of 14 days from the date of this circular.

HK ACQUISITION CORPORATION
香港匯德收購公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 7841)

(Warrant Code: 4841)

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an extraordinary general meeting ("**EGM**") of HK Acquisition Corporation (the "**Company**") will be held at Hong Kong Room, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong on Friday, October 25, 2024 at 8:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions of the Company:

ORDINARY RESOLUTIONS

1. "**THAT**, conditional upon the Listing Committee granting the listing of, and permission to deal in, the Successor Shares and Successor SPAC Warrants on the Main Board of the Stock Exchange:

   (A) the Business Combination Agreement (a copy of which marked "A" has been tabled before the EGM and signed by the chairman of the EGM for the purpose of identification), and the De-SPAC Transaction contemplated thereunder, as more particularly described in the Circular, be and are hereby approved, confirmed and ratified;

   (B) the PIPE Investment Agreements (a copy of which marked "B1" to "B10", have been tabled before the EGM and signed by the chairman of the EGM for the purpose of identification), and the PIPE Investments contemplated thereunder, as more particularly described in the Circular, be and are hereby approved, confirmed and ratified;

   (C) from the date of the Business Combination Agreement until the Effective Time, the Company be and is authorized to enter into agreements (the "**Permitted Equity Financing Agreements**") for the subscription of Successor Shares on substantially the same terms as the PIPE Investment Agreements by, or the placing of Successor Shares to, one or more investors at HK$10.00 per Successor Share on terms for an aggregate amount of proceeds to be funded to the Successor Company of up to HK$500 million;

(D) the Promoter Earn-Out Right granted to the Promoters under the Promoter Earn-out and Lock-up Agreement (a copy of which marked "C" has been tabled before the EGM and signed by the chairman of the EGM for the purpose of identification) pursuant to which the Successor Company will issue to the Promoters the Promoter Earn-out Shares, as more particularly described in the Circular, be and are hereby approved and ratified;

(E) the Target Company Founder Earn-Out Right granted to the Target Company Founders under the Target Company Founder Earn-out Agreement (a copy of which marked "D" has been tabled before the EGM and signed by the chairman of the EGM for the purpose of identification) pursuant to which the Successor Company will issue to the Target Company Founders the Target Company Founder Earn-out Shares, as more particularly described in the Circular, be and are hereby approved;

(F) the issue of the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares be and are hereby approved, and the Directors be and are hereby granted a specific mandate to issue the Consideration Shares, the PIPE Investment Shares, the Permitted Equity Financing Shares, the Promoter Earn-out Shares and the Target Company Founder Earn-out Shares in accordance with the terms of the Business Combination Agreement, PIPE Investment Agreements, the Permitted Equity Financing Agreements, the Promoter Earn-out and Lock-up Agreement and the Target Company Founder Earn-out Agreement provided that this specific mandate shall be in addition to, and shall not prejudice nor revoke any existing or such other mandates which may from time to time be granted to the Directors prior to the passing of this resolution; and

(G) any Director be and is hereby authorized to take all such steps, do all such acts and to sign, execute, seal (where required) and deliver all such documents which he/she may in his/her absolute discretion, consider necessary, appropriate, desirable or expedient in connection with or to implement or give effect to this Resolution and all of the transactions contemplated thereunder."

2. "**THAT**, conditional upon the Listing Committee granting the listing of, and permission to deal in, the Successor Shares (including the Successor Shares which may be issued pursuant to the Successor ESOP (a copy of the rules of which marked "E" has been tabled before the EGM and signed by the chairman of the EGM for the purpose of identification)) and Successor SPAC Warrants on the Main Board of the Stock Exchange and subject to the passing of Resolution No. 1 and the Closing:

(a) the Successor ESOP be and is hereby approved and adopted with effect at the Effective Time; and

(b) any Director be and is hereby authorized to take all such steps, do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary, appropriate, desirable or expedient in order to give full effect to the Successor ESOP, including without limitation:

(i) to administer the Successor ESOP under which awards will be granted to eligible persons thereunder to subscribe for Shares;

(ii) to modify and/or amend the Successor ESOP from time to time provided that such modification and/or amendment is effected in accordance with the provisions thereof relating to modification and/or amendment and subject to Chapter 17 of the Listing Rules;

(iii) to issue from time to time such number of Shares as may be required to be issued pursuant to the Successor ESOP and subject to the Listing Rules;

(iv) to make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in any Successor Shares which may thereafter from time to time be issued pursuant to the awards under the Successor ESOP; and

(v) to consent, if he/she deems fit and expedient, to such conditions, modifications and/or variations as may be required or imposed by the relevant authorities in relation to the Successor ESOP."

3. "**THAT**, subject to the passing of Resolution No. 2, the service provider sublimit (the "**Service Provider Sublimit**"), being the total number of new Successor Shares which may be allotted and issued under the Share Award Scheme and other share schemes of the Success Company to Service Providers, on the total number of Successor Shares that may be issued in respect of all share options or share awards to be granted to Service Providers under the Share Award Scheme and other share schemes of the Success Company (i.e. 4% of the Successor Shares in issue on (i) the Listing Date; or (ii) the date of approval of the renewed limit, as the case may be.) be and is hereby approved and adopted and the Directors of be and are hereby authorized to take all such steps, do all such acts and to sign, execute, seal (where required) and deliver all such documents which he/she may in his/her absolute discretion, consider necessary, appropriate, desirable or expedient in connection with or to implement or give effect to the Service Provider Sublimit."

Resolution No. 4 below will be voted as separate resolutions and can only be voted by holders of the Promoter Shares[(4)]

4. "**THAT**, subject to the passing of Resolution No. 1 and the Closing:

   (a) Mr. Lee Shieh-Peen Clement be and is hereby appointed as an executive Successor Director with effect at the Effective Time;

   (b) Ms. Tai Ho Yan Olive be and is hereby appointed as an executive Successor Director with effect at the Effective Time;

   (c) Ms. Phua Nan Chie be and is hereby appointed as a non-executive Successor Director with effect at the Effective Time;

   (d) Mr. Chong Tian Taum be and is hereby appointed as a non-executive Successor Director with effect at the Effective Time;

   (e) Mr. Jin Qin be and is hereby appointed as a non-executive Successor Director with effect at the Effective Time;

   (f) Mr. Selva Bryan Ratnam be and is hereby appointed as an independent non-executive Successor Director with effect at the Effective Time;

   (g) Mr. Chow Andrew Heng Cheong be and is hereby appointed as an independent non-executive Successor Director with effect at the Effective Time;

   (h) Mr. Siek Wei Ting be and is hereby appointed as an independent non-executive Successor Director with effect at the Effective Time; and

   (i) the Board be and is hereby authorized to fix the remuneration of each of the aforesaid Successor Directors."

5. "**THAT**, subject to the passing of Resolution No. 1 and the Closing:

   (a) Deloitte & Touche LLP be and is hereby appointed as the auditor of the Successor Company to fill the vacancy following the resignation of KPMG with effect at the Effective Time and to hold office until the conclusion of the next annual general meeting of the Successor Company; and

   (b) the Board be and is hereby authorized to fix their remuneration."

SPECIAL RESOLUTIONS

6. "**THAT**, subject to the passing of Resolution No. 1 and the Closing:

   (a) the Successor Memorandum and Articles (a copy of which is marked "A" and tabled before the EGM and initialled by the chairman of the EGM for identification purpose) be and are hereby approved and adopted with effect at the Effective Time as the new memorandum and articles of association of the Successor Company in substitution for and to the exclusion of the existing Memorandum and Articles in effect immediately before the Effective Time;

   (b) the Share Re-designation be and are hereby approved with effect at the Effective Time, and all of the Shares in the share capital of the Company, which comprises class A ordinary shares and the class B ordinary shares of HK$0.0001 each, whether issued or unissued, will be re-designated to ordinary shares of the Company, each ranking *pari passu* in all respects with each other;

   (c) any Director or company secretary of the Company be and is hereby authorized to take all such steps, do all such acts and to sign, execute, seal (where required) and deliver all such documents which he/she may in his/her absolute discretion, consider necessary, appropriate, desirable or expedient in connection with or to implement or give effect to the adoption of the Successor Memorandum and Articles and the Share Re-designation, including without limitation, attending to the necessary filings with the Registrar of Companies in Hong Kong and the Cayman Islands."

7. "**THAT**, subject to the passing of Resolution No. 1 and the Closing:

   (a) the English name of the Company be changed from "HK Acquisition Corporation" to "Synagistics Limited" and the Chinese name of "獅騰控股有限公司" be adopted as the new dual foreign name of the Company with effect at the Effective Time; and

(b) any Director or company secretary of the Company be and is hereby authorized to take all such steps, do all such acts and to sign, execute, seal (where required) and deliver all such documents which he/she may in his/her absolute discretion, consider necessary, appropriate, desirable or expedient in connection with or to implement or give effect to the aforesaid change of name and adoption of new dual foreign name of the Company, including without limitation, attending to the necessary filings with the Registrar of Companies in Hong Kong and the Cayman Islands."

By order of the Board
HK ACQUISITION CORPORATION
CHAN Tak Lam Norman
Chairman of the Board and Executive Director

Hong Kong, October 3, 2024

Registered office:
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Principal place of business in Hong Kong:
Suites 4310-11
Tower One, Times Square
1 Matheson Street
Causeway Bay Hong Kong

Notes:

1. Unless otherwise indicated, capitalized used in this notice shall have the same meanings as those defined in the circular of the Company dated October 3, 2024 (the "**Circular**") in relation to the EGM.

2. All resolutions at the EGM will be taken by poll (except where the chairman in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands) pursuant to the Listing Rules. The results of the poll will be published on the websites of the Stock Exchange (***www.hkexnews.hk***) and the Company (***www.hkacquisition.com***) in accordance with the Listing Rules.

3. Any Shareholder entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not be a Shareholder. If more than one proxy is appointed, the number of Shares in respect of which each such proxy so appointed must be specified in the relevant proxy form. Every Shareholder present in person or by proxy shall be entitled to one vote for each Share held by him.

4. Pursuant to Article 27.1 of the Articles, only Promoter Shareholders are entitled to vote on Resolution No. 4 above. Please refer to the Circular for further details.

5. In order to be valid, Shareholders who intend to appoint a proxy or proxies to attend the EGM shall complete the proxy form(s) in accordance with the instructions printed thereon and return the proxy form(s), together with the power of attorney or other authority (if any) under which it is signed or a certified copy of that power of attorney or authority, to the Company's Hong Kong share registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the EGM (i.e. not later than 8:00 a.m. on Wednesday, October 23, 2024) or the adjourned

meeting (as the case may be). Completion and return of the proxy form(s) shall not preclude Shareholders from attending, speaking and voting in person at the EGM (or any adjournment thereof) if they so wish and in such event, the proxy form(s) shall be deemed to be revoked.

6. For determining Shareholders' eligibility to attend, speak and vote at the EGM, the register of members of the Company will be closed from Tuesday, October 22, 2024 to Friday, October 25, 2024, both dates inclusive, during which period no transfer of Shares will be effected and the record date will be on Friday, October 25, 2024. In order to be eligible to attend, speak and vote at the EGM, unregistered Shareholders shall ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's Hong Kong share registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong for registration no later than 4:30 p.m. on Monday, October 21, 2024.

7. If tropical cyclone warning signal number 8 or above, Extreme Conditions or a black rainstorm warning signal is in effect any time and remains in force 2 hours before the time of the EGM, the meeting will be postponed or adjourned. The Company will publish an announcement on the websites of the Stock Exchange (***www.hkexnews.hk***) and the Company (***www.hkacquisition.com***) to notify Shareholders of the date, time and place of the adjourned meeting.

8. References to time and dates in this notice are to Hong Kong time and dates.

As at the date of this notice, the Board comprises Dr. Chan Tak Lam Norman, Ms. Tsang King Suen Katherine, Dr. Wong Shue Ngar Sheila and Mr. Tsang Hing Shun Thomas as executive Directors and Mr. Hui Chiu Chung, Mr. Wong See Ho, Prof. Tang Wai King Grace and Mr. Zhang Xiaowei as independent non-executive Directors.