10. ADDITIONAL INFORMATION

10.1. INTRODUCTION

This Section includes additional information that the Directors consider is material to a decision on how to vote on the Scheme Resolution to be considered at the Scheme Meeting to approve the Scheme.

In this section, the term 'senior manager' has the meaning given to it in the Corporations Act.

10.2. KEY TERMS OF THE SCHEME IMPLEMENTATION DEED

The Company and the New Holdco have entered into the Scheme Implementation Deed in connection with the proposed Scheme. The Scheme Implementation Deed sets out the obligations of the Company and the New Holdco in relation to implementing the Scheme. A copy of the Scheme Implementation Deed is set out in Appendix X (save for the annexures to that deed on the basis that the Scheme and Deed Poll appear separately in this document at Appendix XI and Appendix XII).

A summary of the key terms of the Scheme Implementation Deed is set out below.

Capitalised terms used in this section which are not otherwise defined have the meaning given to them in the Scheme Implementation Deed.

(a) Conditions Precedent and Implementation Conditions

Implementation of the Scheme is subject to the Conditions Precedent set out in full in Clause 3.1 of the Scheme Implementation Deed. The Conditions Precedent that remain outstanding as at the Latest Practicable Date are summarised below:

(1) **Independent Expert**: the Independent Expert issues a report which concludes that the Scheme is in the best interests of Shareholders before the date on which the Scheme Booklet is lodged with ASIC (and the Independent Expert does not withdraw or adversely change that conclusion prior to 8:00 a.m. on the Second Court Date);

(2) **Swedish FDI Approval**: before 8:00 a.m. on the Second Court Date, New Holdco has received written notice under the Swedish FDI Act advising that the ISP either has approved, has no objection to or will take no action in respect of the Company becoming a wholly owned subsidiary of New Holdco and redomiciling to Hong Kong pursuant to the Scheme, either unconditionally or on terms that are acceptable to the Company and New Holdco acting reasonably;

(3) **ASIC Approval**: before 8:00 a.m. on the Second Court Date, ASIC has issued or provided such consents, waivers, relief or approvals or has done such other acts which the parties agree in writing are reasonably necessary or

desirable to implement the Scheme and all such consents, waivers, relief or approvals have become unconditional and have not been withdrawn, revoked or adversely amended at that time;

(4) **Conditional listing approval**: before 8:00 a.m. on the Second Court Date, the New Holdco has received approval in principle from the Stock Exchange for the listing on the Stock Exchange by way of introduction of, and permission to deal in, the New Holdco Shares to be issued pursuant to the Scheme, and the approval is not subsequently withheld, withdrawn or qualified (except for customary conditions imposed by the Stock Exchange in relation to requirements to be satisfied prior to the listing);

(5) **Government Agency**: other than the approvals required under paragraphs (2), (3), (4) and (7) all other approvals of a Government Agency which New Holdco and the Company agree in writing are necessary or desirable to implement the Scheme are obtained prior to 8:00 a.m. on the Second Court Date;

(6) **Shareholder approval**: Shareholders approve:

(A) the Scheme at the Scheme Meeting by the Requisite Majority under section 411(4)(a)(ii) of the Corporations Act; and

(B) the Capital Reduction Resolution at the Extraordinary General Meeting by the requisite majority under section 256C(1) of the Corporations Act;

(7) **Court approval**: the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act and, if applicable, the Company and New Holdco have accepted in writing any modification or condition made or required by the Court under subsection 411(6) of the Corporations Act;

(8) **restraints**: no temporary restraining order, preliminary or permanent injunction or other order, decree or ruling issued by any court of competent jurisdiction or Government Agency or other legal restraint or prohibition preventing the Scheme is in effect, and no steps have been taken by any Court or Government Agency to effect any of the above, in each case as at 8:00 a.m. on the Second Court Date; and

(9) **no Prescribed Occurrence**: no Prescribed Occurrence occurs between the date of this deed and 8:00 a.m. on the Second Court Date.

(10) The Conditions Precedent are for the benefit of the Company and the New Holdco and can only be waived jointly by them, except the Conditions Precedent in (1) to (3) and (5) to (8) above, which cannot be waived.

The implementation of the Scheme is also subject to the Implementation Conditions, which are:

(1) the Scheme having become Effective; and

(2) the Stock Exchange granting unconditional approval for the listing on the Stock Exchange by way of introduction, and permission to deal in, the New Holdco Shares to be issued pursuant to the Scheme and such approval not being revoked prior to the implementation of the Scheme.

As such, even if the approval of Shareholders and the Court is obtained, the Scheme will not go ahead if the Stock Exchange does not approve the listing of the New Holdco on the Stock Exchange and that approval does not become unconditional. These Implementation Conditions are set out in full in Clause 4.1 of the Scheme Implementation Deed.

(b) Unanimous Recommendation and Voting Intentions

The Scheme Implementation Deed includes a representation and warranty by the Company that each Director has confirmed that:

(1) their recommendation in respect of the Scheme is that Shareholders vote in favour of the Scheme and all of the resolutions in the Scheme Booklet; and

(2) they intend to vote, or cause to be voted, all Shares in which he or she has a relevant interest in favour of the Scheme and all of the resolutions in the Scheme Booklet,

in each case in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report (or any update or variation to that report) that the Scheme is in the best interests of Shareholders.

Additionally, the Scheme Implementation Deed requires the Company to use reasonable endeavours to procure that no Director withdraws, changes or modifies his Recommendation, or his Voting Intention, unless:

(1) a Superior Proposal is made; or

(2) the Independent Expert concludes in the Independent Expert's Report (or any update or variation to that report) that the Scheme is not in the best interests of Shareholders.

(c) Obligations to Implement the Scheme

The Scheme Implementation Deed requires the Company and the New Holdco to take all steps reasonably necessary to implement the Scheme as soon as is reasonably practicable and use reasonable endeavours to ensure that each step in the Timetable is met, including the matters listed at Clause 5.1 of the Scheme Implementation Deed (with respect to the Company's obligations) and Clause 5.2 of the Scheme Implementation Deed (with respect to the New Holdco's obligations).

(d) Representations and Warranties

The Scheme Implementation Deed contains customary representations and warranties given by each of the Company and the New Holdco to each other.

These representations and warranties are set out in Schedule 1 of the Scheme Implementation Deed (in the case of those given by the New Holdco) and Schedule 2 of the Scheme Implementation Deed (in the case of those given by the Company).

(e) Termination Rights

The Scheme Implementation Deed provides that each of the Company and the New Holdco may terminate the Scheme Implementation Deed if:

(1) at any time before 8:00 a.m. on the Second Court Date if the other party has materially breached any provision of the Scheme Implementation Deed, the party wishing to terminate has given written notice to the other party in a timely manner setting out the relevant circumstances and stating an intention to terminate the Scheme Implementation Deed, and the relevant circumstances continue to exist 10 Business Days (or any shorter period ending at 5:00 p.m. on the day before the Second Court Date) after the date on which the notice is given;

(2) any event occurs which would prevent any of the Conditions Precedent (summarised in Sections 2.5 and 10.2(a) of this document and set out in full in Clause 3.1 of the Scheme Implementation Deed) being satisfied, or prevent any of the Conditions Precedent being satisfied by the time and date specified in the Scheme Implementation Deed, provided that the Company and the New Holdco have not been able to reach agreement on whether:

(A) the Scheme may proceed by an alternative means or method;

(B) to change or adjourn the date of the application to the Court; or

(C) to extend the relevant date or End Date,

and subject to the other requirements set out in Clause 3.4 of the Scheme Implementation Deed;

(3) the Court refuses to make orders convening the Scheme Meeting or approving the Scheme, and:

(A) the Company and the New Holdco agree to not appeal such decision of the Court; or

(B) an independent senior counsel of the Western Australia bar advises that, in their opinion, such an appeal would have no reasonable prospect of success before the End Date;

(4) at any time before 8:00 a.m. on the Second Court Date, the Company, the New Holdco, or any of their Related Bodies Corporate is or becomes insolvent; or

(5) if the Implementation Conditions (as set out in Clause 4.1 of the Scheme Implementation Deed) are not satisfied on or before the End Date.

Additionally, the New Holdco may terminate the Scheme Implementation Deed at any time before 8:00 a.m. on the Second Court Date if a Prescribed Occurrence occurs, is announced or otherwise becomes apparent to the New Holdco.

10.3. INTERESTS OF DIRECTORS

(a) Directors' Interests in the Company

Each of the Directors' interest in securities in the Company, as at Latest Practicable Date is set out in the table below.

Name of Director	Capacity/Nature of interest	Number of Shares interested	Approximate % of the total number of issued shares in Company
Mr. Arthur George Dew	Nil	Nil	Nil
Mr. Brett Robert Smith	Nil	Nil	Nil
Ms. Lam Lai (林黎)	Nil	Nil	Nil
Mr. Carlisle Caldow Procter	Nil	Nil	Nil
Mr. Pak Wai Keung Martin (白偉強)	Nil	Nil	Nil
Mr. Poon Yan Wai (潘仁偉)	Nil	Nil	Nil
Total	Nil	Nil	Nil

Note: All interests stated above represent long positions. For further information on the Directors' interests in the Company refer to Appendix IX — Additional Information.

Each Director intends to vote all Shares they hold (or that are held on their behalf) in favour of the Scheme at the Scheme Meeting, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Shareholders.

No Director has acquired or disposed of a relevant interest in any Shares or other security in the four month period ending on the date immediately before the date of this document.

As at the Latest Practicable Date, none of the Directors or the chief executive officer of the Company had any interests or short positions in any Shares, underlying Shares or debentures of the Company or any of its associated corporations, within the meaning of Part XV of the SFO, as recorded in the register required to be kept under Section 352 of the SFO or as otherwise notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 of the Listing Rules.

The Directors will not receive any further consideration under the Reorganisation Proposal, other than as Shareholders under the Scheme. All of the New Holdco Directors will have a basis of remuneration with the New Holdco which is equivalent to their existing remuneration arrangements with the Company.

(b) Directors' Interests in New Holdco

Prior to the Reorganisation Proposal, none of the Directors hold any interests in New Holdco.

The following table sets out the interests of each New Holdco Director in securities of New Holdco upon implementation of the Scheme (noting that these are the same as their current interests in the Company).

Name of Director	Capacity/Nature of interest	Number of New Holdco Shares interested	Approximate % of the total number of issued shares in New Holdco
Mr. Arthur George Dew	Nil	Nil	Nil
Mr. Brett Robert Smith	Nil	Nil	Nil
Ms. Lam Lai (林黎)	Nil	Nil	Nil
Mr. Carlisle Caldow Procter	Nil	Nil	Nil
Mr. Pak Wai Keung Martin (白偉強)	Nil	Nil	Nil
Mr. Poon Yan Wai (潘仁偉)	Nil	Nil	Nil
Total	Nil	Nil	Nil

10.4. TERMINATION PAYMENTS OR OTHER BENEFITS DIRECTORS, SECRETARIES OR EXECUTIVE OFFICERS

Paragraph 8302(d) of Part 3 of Schedule 8 of the Corporations Regulations requires this document to set out particulars of any payment or benefit made or given to any Director, secretary or senior manager of the Company or a Related Body Corporate as compensation for loss of, or consideration for or in connection with his or her retirement from, office in the Company or a Related Body Corporate. There is no payment or other benefit that is proposed to be made or given to any Director, secretary or senior manager of the Company (or any of its Related Bodies Corporate) as compensation for the loss of, or consideration for or in connection with his or her retirement from, office in the Company (or any of its Related Bodies Corporate) in connection with, or that is materially affected by the implementation of, the Scheme.

10.5. OTHER PAYMENTS AND BENEFITS

Except as described elsewhere in this document, no Director or the New Holdco director has any other interest, whether a director, member or creditor of the Company or otherwise, which is material to the Reorganisation Proposal.

Except as disclosed elsewhere in this document, neither the Company, the New Holdco nor any of their respective directors has given, or offered or agreed to give, a benefit to another person where the benefit was likely to induce the other person to vote in favour of the Scheme or dispose of their Shares during the four month period immediately preceding the date of this document, where that benefit has not been offered to all Shareholders.

10.6. AGREEMENTS OR ARRANGEMENTS WITH DIRECTORS

Except as described elsewhere in this document:

(a) no Director has any other interests in a contract entered into with or by either the New Holdco or the Company;

(b) there are no contracts or arrangements between a Director any person, including the New Holdco in connection with or conditional upon the outcome of the Scheme; and

(c) no Director has a material interest in relation to the Scheme other than in their capacity as a Company Shareholder.

10.7. SHARE REGISTER

Under the Corporations Act, any Shareholder has a right to inspect and to ask for a copy of the share register which contains details of the name and address of each Shareholder and other details regarding the terms of the Shares. Shareholders may inspect the share register of the Company without charge.

A copy of the share register will be made available to a Shareholder who requests a copy in writing from the Joint Company Secretaries on payment of the prescribed fee under the Corporations Act.

10.8. ASIC RELIEF

No ASIC relief was sought for the purposes of the Scheme or the issue of this document.

10.9. WAIVERS FROM COMPLIANCE WITH THE LISTING RULES

The Company has obtained certain waivers from compliance with the Listing Rules as set out in Appendix V.

10.10. WAIVER FROM THE REQUIREMENTS OF THE TAKEOVERS CODE

The Takeovers Code applies to, among other things, takeovers affecting companies with a primary listing of their securities in Hong Kong and is concerned with takeovers, of all relevant companies, however effected and these include, among other things, transactions where control (as defined in the Takeovers Code) of a company is to be obtained.

Rule 2.10 of the Takeovers Code requires that except with the consent of the SFC Executive, where any person seeks to use a scheme of arrangement or capital reorganisation to acquire or privatise a company, the scheme or capital reorganisation may only be implemented if, in addition to satisfying any voting requirements imposed by law: (i) the scheme or the capital reorganisation is approved by at least 75% of the votes attaching to the disinterested shares that are cast either in person or by proxy at a duly convened meeting of the holders of the disinterested shares; and (ii) the number of votes cast against the resolution to approve the scheme or the capital reorganisation at such meeting is not more than 10% of the votes attaching to all disinterested shares. The SFC will normally only waive the requirements of the Takeovers Code and in particular the Rule 2.10 in the case of a scheme or capital reorganisation under which: (i) there is no substantial change in percentage shareholding of any shareholder; (ii) there is no acquisition or consolidation of control by any person or a group of persons; and (iii) except as a result of any debt restructuring to which the company is a party, shareholders' economic interests in the company are not affected by implementation of the proposal.

The Company [has applied] for, and the SFC Executive [has granted], a waiver from compliance with the requirements of Rule 2.10 and other related rules of the Takeovers Code, which otherwise imposes more onerous voting requirements than those imposed by the Corporations Act for the approval of the Scheme, in light of the fact that, under the Reorganisation Proposal: (i) regarding the Reorganisation Proposal, there will be no substantial change in percentage shareholding of any Shareholder as a result of the Reorganisation Proposal, and no other arrangements are expected to be put in place which would enable any Shareholder to obtain or consolidate control of the Company and/or the New Holdco, the Reorganisation Proposal will not result in any acquisition or consolidation of control by any person or group of persons; (ii) the Reorganisation

Proposal will not alter the business, net assets or liabilities or financial position of the Group (before or upon completion of the Reorganisation Proposal), and except as a result of any debt restructuring to which the Company is a party and other than by way of payment of professional costs and expenses relating to the Reorganisation Proposal and accordingly, Shareholders' economic interests in the Company and/or the New Holdco will not be affected by the Reorganisation Proposal; and (iii) the Shareholders would not be unfairly prejudiced if such waiver were to be granted.

10.11. NON-QUALIFYING OVERSEAS SHAREHOLDERS

Shareholders and Beneficial Owners are recommended to consult their own professional advisers if they are in any doubt as to their respective positions. For further disclosure regarding Non-Qualifying Overseas Shareholders, please refer to Section 2.20 of this document.

Notice to Shareholders residing or located in the United Kingdom

Neither this document nor any other document relating to the Scheme has been delivered for approval to the Financial Conduct Authority in the United Kingdom and no prospectus (within the meaning of Regulation 21 of The Public Offers and Admissions to Trading Regulations 2024 ("**POATRs**") has been published or is required to be published in respect of the New Holdco Shares.

This document may be distributed only to existing shareholders of the Company and does not constitute an offer of relevant securities to the public within the meaning of the POATRs.

Notice to Shareholders residing or located in Canada

The New Holdco Shares will be issued by New Holdco in reliance upon exemptions from the prospectus and registration requirements of the applicable Canadian securities law in each province and territory of Canada.

No securities commission in Canada has reviewed or in any way passed upon this document or the merits of the Scheme.

Notice to Shareholders residing or located in New Zealand

Warning

If you are a shareholder in the Company, then you are being offered shares in New Holdco under the terms of the Scheme.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important for investors to make an informed decision.

The usual rules do not apply to this offer because it is a small offer. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

Ask questions, read all documents carefully and seek independent financial advice before committing yourself.

Notice to Shareholders residing or located in The Bahamas

This document has not been, and will not be, registered with or approved by any securities regulator in The Bahamas. There is no obligation to deliver public information in The Bahamas in relation to the New Holdco Shares. The New Holdco Shares will be offered only to shareholders of the Company and may not be offered to the public unless they are registered in The Bahamas.

Notice to Shareholders residing or located in the European Union (excluding Austria)

This document is not a prospectus under Regulation (EU) 2017/1129 of the European Parliament and the Council of the European Union (the "**Prospectus Regulation**"). Therefore, the Scheme Booklet has not been, and will not be, registered with or approved by any securities regulator in the European Union. Accordingly, this document may not be made available, nor may the New Holdco Shares be offered for sale or exchange, in the European Union except in circumstances that do not require the obligation to publish a prospectus under the Prospectus Regulation.

In accordance with Article 1(4) of the Prospectus Regulation, an offer of New Holdco Shares in each member state of the European Union is limited:

(a) to persons who are "qualified investors" (as defined in Article 2(e) of the Prospectus Regulation);

(b) to fewer than 150 other natural or legal persons; and

(c) in any other circumstance falling within Article 1(4) of the Prospectus Regulation.

Notice to Shareholders residing or located in India

This document does not constitute an offer of securities to the public in India nor a prospectus under the Indian Companies Act, 2013. This document has not been, and will not be, filed or registered as a prospectus or other offering document with the Securities and Exchange Board of India or any other regulatory or statutory authority in India. This document may be distributed in India only to shareholders of the Company. This document does not constitute an offer or an invitation to the public in general.

Any Indian resident who wishes to participate in the Scheme may need to obtain approval by the Royal Bank of India under India's Offshore Investments Framework, which regulates foreign exchange activities and the manner in which Indian residents may acquire foreign securities.

Notice to Shareholders residing or located in Papua New Guinea

Warning

This document has not been, and will not be, registered by the Securities Commission of PNG and does not comply with the provisions of the Capital Markets Act 2015 of the Independent State of PNG. Accordingly, the New Holdco Shares have not been, and will not be, offered in PNG other than in circumstances where the offer qualifies as an "excluded offer", "excluded invitation" or "excluded issue" (as such terms are defined in the Capital Markets Act 2015).

The contents of this document have not been reviewed or approved by any PNG regulatory authority. No advertisement, invitation or document relating to the New Holdco Shares has been, or will be, issued in PNG or elsewhere that is directed at, or the contents of which are likely to be accessed or read by, the public of PNG (except if permitted to do so under the Capital Markets Act 2015).

Notice to Shareholders residing or located in Singapore

This document and any other document relating to the Scheme have not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore and the Scheme is not regulated by any financial supervisory authority in Singapore. Accordingly, statutory liabilities in connection with the contents of prospectuses under the Securities and Futures Act 2001 (the "SFA") will not apply.

This document and any other document relating to the Scheme may not be made the subject of an invitation for subscription, purchase or receipt, whether directly or indirectly, to persons in Singapore except pursuant to exemptions in Subdivision (4) Division 1, Part 13 of the SFA, including the exemption under section 273(1)(c) of the SFA, or otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Any offer is not made to you with a view to New Holdco Shares being subsequently offered for sale to any other party in Singapore. You are advised to acquaint yourself with the SFA provisions relating to on-sale restrictions in Singapore and comply accordingly.

This document is being furnished to you on a confidential basis and solely for your information and may not be reproduced, disclosed, or distributed to any other person. Any investment referred to in this document may not be suitable for you and it is recommended that you consult an independent investment advisor if you are in doubt about such investment.

Neither the Company nor New Holdco is in the business of dealing in securities or holds itself out, or purports to hold itself out, to be doing so. As such, the Company and New Holdco are neither licensed nor exempted from dealing in securities or carrying out any other regulated activities under the SFA or any other applicable legislation in Singapore.

Notice to US investors

The Company and New Holdco intend to rely on an exemption from the registration requirements of the US Securities Act of 1933 provided by Section 3(a)(10) thereof in connection with the consummation of the Scheme and the issuance of New Holdco Shares. Approval of the Scheme by an Australian court will be relied upon by the Company and New Holdco for purposes of qualifying for the Section 3(a)(10) exemption.

US shareholders of the Company should note that the Scheme is made for the securities of an Australian company in accordance with the laws of Australia and the Listing Rules. The Scheme is subject to disclosure requirements of Australia that are different from those of the United States.

It may be difficult for you to enforce your rights and any claim you may have arising under US federal securities laws since the Company and New Holdco are located outside the United States and most of their respective officers and directors reside outside the United States. You may not be able to sue the Company, New Holdco or their respective officers or directors in Australia for violations of the US securities laws. It may be difficult to compel the Company and its affiliates to subject themselves to a US court's judgment.

You should be aware that New Holdco may purchase securities otherwise than under the Scheme, such as in open market or privately negotiated purchases.

The Scheme Booklet has not been filed with or reviewed by the US Securities and Exchange Commission or any state securities authority and none of them has passed upon or endorsed the merits of the Scheme or the accuracy, adequacy or completeness of the Scheme Booklet. Any representation to the contrary is a criminal offence.

The New Holdco Shares to be issued pursuant to the Scheme have not been, and will not be, registered under the US Securities Act or the securities laws of any US state or other jurisdiction. The Scheme is not being made in any US state or other jurisdiction where it is not legally permitted to do so.

Shareholders and Beneficial Owners should consult their professional advisers if they are in any doubt as to the potential applicability of, or consequence under, any provision of law or regulation or judicial or regulatory decisions or interpretations in any jurisdictions, territory or locality therein or thereof and, in particular, whether there will be any restriction or prohibition on the acquisition, retention, disposal or otherwise with respect to the Shares or the New Holdco Shares, as the case may be. It is emphasised that

none of the Company, the New Holdco, any of their respective directors or officers, employees, agents, affiliates or advisers and any other person involved in the Scheme accept any responsibility in relation to the above.

10.12. CONSENTS AND DISCLAIMERS OF ADVISERS AND EXPERTS

[HopgoodGanim Lawyers has given its written consent to be named in the Scheme Booklet, and for the provision of the summary in Appendix VI of the Scheme Booklet, as the Australian legal advisers of the Company in the form and context in which it is named and has not withdrawn its consent prior to lodgement of the Scheme Booklet with ASIC and the Court.]

[P. C. Woo & Co. has given its written consent to be named in the Scheme Booklet, and for the provision of the summary in Section Appendix VI of the Scheme Booklet, as the Hong Kong legal advisers of the Company in the form and context in which it is named and has not withdrawn its consent prior to lodgement of the Scheme Booklet with ASIC and the Court.]

[Ernst & Young has given its written consent to be named in the Scheme Booklet as the auditor for the Company in the form and context in which it is named. and has not withdrawn its consent prior to lodgment of the Scheme Booklet with ASIC and the Court.]

[Computershare Investor Services Pty Limited, as the Australian principal share registrar for the Company, has given its written consent to be named in the Scheme Booklet as the Australian principal share registry for the Company in the form and context in which it is named and has not withdrawn its consent prior to lodgement of the Scheme Booklet with ASIC and the Court.]

[Computershare Hong Kong Investor Services Limited, as the Hong Kong share registrar for the Company and New Holdco, has given its written consent to be named in the Scheme Booklet as the Hong Kong share registrar for the Company and New Holdco in the form and context in which it is named and has not withdrawn its consent prior to lodgement of the Scheme Booklet with ASIC and the Court.]

[Grant Thornton, as the Independent Expert, has given its written consent to:

(a) to be named in the Scheme Booklet as the Independent Expert in the form and context in which it is named; and

(b) the inclusion of the Independent Expert's Report in this document and to the references to the Independent Expert's Report in this document in the form and context in which they are made,

and has not withdrawn its consent prior to lodgement of the Scheme Booklet with ASIC and the Court.]

Each of the above persons:

(a) has not authorised or caused the issue of this document and does not otherwise make or purport to make any statement in this document;

(b) does not make, or purport to make, any statement in this document or any statement on which a statement in this document is based other than, in the case of the statement or report included in this document with the consent of that party;

(c) to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this document, other than a reference to its name or statement or report, if any, which has been included in this document with the consent of that party; and

(d) will be entitled to receive professional fees charged in accordance with their normal basis of charging or as otherwise disclosed in the Scheme Booklet.

10.13. INDEPENDENT ADVICE

Shareholders should consult their own independent financial, legal, taxation or other professional adviser if they have any queries regarding:

(a) the Scheme;

(b) the taxation implications for them if the Scheme is implemented;

(c) the recommendations of the Directors in this document and intentions in relation to the Scheme as set out in the Scheme Booklet; and

(d) any other aspects of this document.

10.14. NO UNACCEPTABLE CIRCUMSTANCES

The Directors believe that the Scheme does not involve any circumstances in relation to the affairs of the Company that could reasonably be characterised as constituting "unacceptable circumstances" for the purposes of section 657A of the Corporations Act.

10.15. LANGUAGE

In case of any inconsistency, the English language text of this document and the accompanying Proxy Forms shall prevail over the Chinese language text.

10.16. FEES AND EXPENSES

The aggregate amount of the fees and expenses expected to be incurred by the Company in connection with the Scheme is approximately [[REDACTED] (approximately [REDACTED])]. This includes fees and expenses paid or payable to the Company's professional advisers (including its financial, legal, accounting, communications and tax advisers), fees paid or payable to the Independent Expert, registry costs, fees and expenses associated with the Court proceedings, costs relating to design, printing and dispatch of this document, expenses associated with convening and holding the Scheme Meeting, the estimated Stock Exchange listing fees of HK$175,000 and other general and administrative expenses in connection with the Scheme.

Of this, approximately [[REDACTED] (approximately [REDACTED])] will be paid irrespective of whether the Scheme becomes Effective (and is implemented).

10.17. OTHER MATERIAL INFORMATION

Except as otherwise set out in this document, so far as the Board is aware, there is no other information material to the making of a decision in relation to the Scheme, being information that is within the knowledge of any Director or any director of a Related Body Corporate of the Company which has not previously been disclosed to Shareholders.

10.18. SUPPLEMENTARY INFORMATION

If between the date of lodgement of the Scheme Booklet for registration with ASIC and the Second Court Hearing the Company becomes aware of any of the following:

(a) a material omission from this document;

(b) a significant change affecting a matter included in the Scheme Booklet; or

(c) a significant new matter arising which would have been required to be included in the Scheme Booklet if it has arisen before the date of lodgement of this document for registration by ASIC.

then the Company intends to publish supplementary material by:

(a) releasing that material to Main Board and posting the supplementary document on the Company's websites; or

(b) posting the supplementary document to Shareholders at their address shown on the Company's share register,

as the Company, in its absolute discretion, considers appropriate.

The form which the supplementary material may take, and whether a copy will be sent to Shareholders, will depend on the nature and timing of the new or changed circumstances and the supplementary material. In each case, the Company will obtain any necessary regulatory or Court approvals prior to release or dispatch of the supplementary material.

10.19. RESPONSIBILITY STATEMENT

The information in this document (other than the New Holdco Information and the Independent Expert's Report) has been prepared by the Company and is the responsibility of the Company and the Directors of the Company.

The New Holdco Information has been provided by the New Holdco and the New Holdco Board and is the responsibility of New Holdco and the New Holdco Board. None of the Company, its directors, officers or advisers assume any responsibility for the accuracy and completeness of the New Holdco Information.

Based on the above, the Directors and the New Holdco Directors as specified above, accept full responsibility, including particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group and the New Holdco. The Directors and, as to the New Holdco Information, the New Holdco Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this document 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 herein or this document misleading.

The Independent Expert prepared the Independent Expert's Report in relation to the Scheme and takes responsibility for that report. None of the Group, the Company, the New Holdco and their respective directors, officers and advisors assume any responsibility for the accuracy or completeness of the Independent Expert's Report.

10.20. DIRECTORS' STATEMENT

The issue of this document has been authorised by the Board, and this document has been signed by or on behalf of the Directors. The Board has given (and not withdrawn) its consent to lodgement of this document with ASIC.

Signed for and on behalf of Dragon Mining Limited:

Mr. Brett Robert Smith
Chief Executive Officer and Executive Director