



JCG INVESTMENT HOLDINGS LTD.

(f.k.a China Medical (International) Group Limited)

ACRA Registration Number: 200505118M

(Incorporated in the Republic of Singapore)

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting (“EGM”) of JCG Investment Holdings Ltd. (the “Company”, and together with its subsidiaries, the “Group”) will be held at 37 Jalan Pemimpin, Mapex Building, #07-13, Legacy Center Meeting Room, Singapore 577177 on Tuesday, 30 April 2019 at 3.30 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 2.30 p.m. on the same day and at the same place) for the following purpose of considering and, if thought fit, passing with or without modifications the following:

ORDINARY RESOLUTION

The Proposed Adoption of the JCG Share Performance Plan

That:

- (i) a share plan to be known as the JCG Share Performance Plan (the “JCG SPP”), the rules of which have been submitted to the meeting and, for the purpose of identification, under which awards (“Awards”) of fully paid-up ordinary shares in the capital of the Company (the “Shares”) will be granted, free of payment, to selected employees of the Group including the Group Executive Directors and Non-Executive Directors, and other selected participants, details of which are set out in the Circular to Shareholders dated 15 April 2019 (the “Circular”), be and is hereby approved;
- (ii) the Directors of the Company be and are hereby authorised:
 - (a) establish and administer the JCG SPP;
 - (b) to modify and/or alter the JCG SPP from time to time, provided that such modification and/or alteration is effected in accordance with the provisions of the JCG SPP and to do all such acts and to enter into all such transactions and arrangements as may be necessary or expedient in order to give full effect to the JCG SPP; and
 - (c) subject to the same being allowed by law, to apply any shares purchased under any share buyback mandate towards the satisfaction of Awards granted under the JCG SPP;
- (iii) the Directors of the Company be and are hereby authorised to grant Awards in accordance with the provisions of the JCG SPP and to allot and issue from time to time such number of fully paid-up Shares as may be required to be allotted and issued pursuant to the vesting of Awards under the JCG SPP, provided that the aggregate number of Shares available under the JCG SPP, when added to all Shares, options or awards granted under any other share option scheme, share award scheme or share incentive scheme of the Company then in force, shall not exceed 15% of the total issued share capital (excluding treasury shares and subsidiary holdings) of the Company from time to time.

BY ORDER OF THE BOARD

Ong Beng Hong/Tan Swee Gek

Company Secretaries

15 April 2019

Notes:

- 1) (a) A member who is not a relevant intermediary (as defined in Section 181 of the Act) is entitled to appoint not more than two proxies to attend, speak and vote on his/her behalf at the EGM. Where a member appoints more than one proxy, he/she shall specify the proportion of his/her shares to be represented by each such proxy, failing which the nomination shall be deemed to be alternative.
(b) A member who is a relevant intermediary (as defined in Section 181 of the Act) is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.
- 2) A member of the Company which is a corporation is entitled to appoint its authorised representatives or proxies to vote on its behalf.
- 3) The instrument appointing a proxy or proxies must be under the hand of the appointor or of his/her attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its seal or under the hand of an officer or attorney duly authorised.
- 4) The instrument appointing the proxy must be deposited at the registered office of the Company at 80 Robinson Road #17-02 Singapore 068898 not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
- 5) The Company shall be entitled to reject a proxy form which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified on the proxy form. In addition, in the case of shares entered in the Depository Register, the Company may reject a proxy form if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.

Personal Data Privacy:

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