

NOTICE IS HEREBY GIVEN that a Special General Meeting (“SGM”) of Kingboard Copper Foil Holdings Limited (the “Company”) will be held at The Pinnacle Suite, Wangz Business Centre, 7 Temasek Boulevard, The Penthouse, #44-01 Suntec Tower One, Singapore 038987 on 29 November 2016 at 10:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments the resolutions set out below:

Unless otherwise defined, all terms defined in this notice of SGM shall have the same meanings as those defined or construed in the circular to Shareholders of the Company dated 7 November 2016 (the “Circular”).

RESOLUTION 1

SPECIAL RESOLUTION: AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF THE COMPANY

That the Memorandum of Association of the Company be altered by deleting the existing Clauses 6 and 7 thereof (and the Schedule referred to in Clause 7) and replacing them with the following Clauses 6 and 7 respectively:

“6. The objects of the Company are unrestricted.

7. The following are provisions regarding the powers of the Company –

Subject to Clause 6, the Company may do all such things as are incidental or conducive to the attainment of its objects and shall have the capacity, rights, powers and privileges of a natural person, and –

- (i) pursuant to Section 42 of the Companies Act 1981, the Company shall have the power to issue preference shares which are, at the option of the holder, liable to be redeemed;
- (ii) pursuant to Section 42A of the Companies Act 1981, the Company shall have the power to purchase its own shares for cancellation; and
- (iii) pursuant to Section 42B of the Companies Act 1981, the Company shall have the power to acquire its own shares to be held as treasury shares.”

RESOLUTION 2

SPECIAL RESOLUTION: ADOPTION OF NEW BYE-LAWS OF THE COMPANY

That the Bye-laws set out in Appendix 2 to the Company’s Circular to Shareholders dated 7 November 2016 be approved and adopted as the Bye-laws of the Company in substitution for and to the exclusion of the existing Bye-laws of the Company.

RESOLUTION 3

ORDINARY RESOLUTION: THE ADOPTION OF THE SHARE BUYBACK MANDATE

That:

(a) the exercise by the Directors of all the powers of the Company to purchase or otherwise acquire ordinary shares in the capital of the Company (“Shares”) not exceeding in aggregate the Maximum Limit (as defined below), at such price(s) as may be determined by the Directors from time to time up to the Maximum Price (as defined below), whether by way of:

- (i) on-market purchase(s) (each a “Market Purchase”) on the Singapore Exchange Securities Trading Limited (the “SGX-ST”); and/or
- (ii) off-market purchase(s) (each an “Off-Market Purchase”) effected otherwise than on the SGX-ST pursuant to an equal access scheme as may be determined or formulated by the Directors as they consider fit,

in accordance with all laws and regulations, including but not limited to the provisions of the Listing Manual, the Take-over Code, the Bermuda Companies Act, the Companies Act, and the Memorandum of Association and the Bye-laws of the Company, be and is hereby authorised and approved generally and unconditionally (the “Share Buyback Mandate”),

(b) unless varied or revoked by ordinary resolution of the Company in general meeting, the authority conferred on the Directors pursuant to the Share Buyback Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this Resolution and expiring on the earlier of:

- (i) the conclusion of the annual general meeting of the Company following the passing of this Resolution or the date by which such annual general meeting is required to be held; and
- (ii) the date on which purchases or acquisitions of Shares by the Company pursuant to the Share Buyback Mandate are carried out to the full extent mandated; and

(c) for the purposes of this Resolution:

“Maximum Limit” means that number of issued Shares representing not more than 10% of the total number of issued ordinary shares of the Company as at the date of the passing of this Resolution, unless the Company has, at any time during the Relevant Period, effected a reduction of the share capital of the Company in accordance with the applicable provisions of the Bermuda Companies Act, in which event the total number of issued Shares of the Company shall be taken to be the total number of issued Shares as altered by the capital reduction. Any Shares which are held as treasury shares will be disregarded for purposes of computing the 10% limit;

“Relevant Period” means the period commencing from the date on which the last annual general meeting of the Company was held and expiring on the date the next annual general meeting of the Company is held or is required by law to be held, whichever is the earlier, after the date of this Resolution; and

“Maximum Price”, in relation to a Share to be purchased or acquired, means the price (excluding brokerage, stamp duties, commission, applicable goods and services tax and other related expenses) to be paid for a Share to be determined by the Directors, which shall not exceed:

- (i) in the case of a Market Purchase, 105% of the Average Closing Price (as defined below); and
- (ii) in the case of an Off-Market Purchase pursuant to an equal access scheme, 120% of the Average Closing Price, where:

“Average Closing Price” means the average of the closing market prices of the Shares over the last five (5) Market Days, on which transactions in the Shares were recorded, before the day on which the purchase or acquisition of Shares was made, or as the case may be, the day of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted for any corporate action that occurs after the relevant period of five (5) Market Days.

“day of the making of the offer” means the day on which the Company announces its intention to make an offer for an Off-Market Purchase; and

“Market Day” means a day on which the SGX-ST is open for trading in securities; and

(d) the Directors and/or any of them be and are hereby authorised to complete and do all such acts and things (including without limitation, to execute all such documents as may be required and to approve any amendments, alterations or modifications to any documents), as they and/or he may consider desirable, expedient or necessary to give effect to the transactions contemplated and/or authorised by this Resolution.

BY ORDER OF THE BOARD

Lam Ka Po
Chairman and Executive Director
7 November 2016

Notes:

1. With the exception of The Central Depository (Pte) Limited who may appoint more than two proxies, a member who holds two or more shares and entitled to attend and vote at the SGM is entitled to appoint not more than two proxies to attend and vote in his stead. The instrument appointing a proxy must be deposited at the office of the Share Transfer Agent of the Company in Singapore, Intertrust Singapore Corporate Services Pte. Ltd., at 77 Robinson Road, #13-00 Robinson 77, Singapore 068896, not less than forty-eight (48) hours before the time appointed for holding the SGM. A proxy need not also be a member.
2. Persons holding shares in the capital of the Company through The Central Depository (Pte) Limited are reminded that the Proxy Forms appointing themselves as proxies must similarly be deposited not less than forty-eight (48) hours before the time of the SGM in order for such persons to be able to attend and/or vote at the SGM.

Personal Data Privacy:

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