

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Genius Group Limited

(Exact name of registrant as specified in charter)

<p>Singapore (State or Other Jurisdiction of Incorporation or Organization)</p>	<p>Not Applicable (IRS Employer Identification No.)</p>
<p>8 Amoy Street #01-01, Singapore (Address of Principal Executive Offices)</p>	<p>049950 (Zip Code)</p>

**Genius Group Limited
Employee Share Option Scheme 2018
Employee Share Option Scheme 2023
Services Agreements**

(Full Title of the Plan)

**Roger James Hamilton, Chief Executive Officer
C/O Greg Lavelle,
Puglisi & Associates
850 Library Avenue, Suite 204,
Newark, Delaware, 19711**
(Name and Address of Agent For Service)

302-738-6680

Telephone Number, Including Area Code of Agent For Service.

Copies to:

**Jolie Kahn, Esq.
12 E. 49th Street, 11th floor
New York, NY 10017
Telephone: (516) 217-6379
Facsimile: (866) 705-3071**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, anon-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act").

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act

Explanatory Note

This Registration Statement is being filed by Genius Group Limited (the "Registrant," "we," "us," "our" or similar terminology) relating to continuing issuances of ordinary shares which may be offered and sold pursuant to the Genius Group Limited Employee Share Option Scheme 2018 (the "2018 Incentive Plan"), the Genius Group Limited Employee Share Option Scheme 2023 (the "2023 Incentive Plan" and collectively with the 2018 Incentive Plan the "Incentive Plans") and multiple services agreements (collectively, the "Services Agreements").

This Registration Statement includes, pursuant to General Instruction E to Form S-8, a reoffer prospectus in Part I (the "Reoffer Prospectus" or "prospectus"). The Reoffer Prospectus may be utilized for reofferings and resales by certain executive officers and directors listed in the Reoffer Prospectus who may be deemed "affiliates" of the Company on a continuous or a delayed basis in the future of up to 774,226 ordinary shares, and employees and consultants who may be deemed "non-affiliates" of the Company on a continuous or a delayed basis in the future of up to 567,831 ordinary shares, and a pool of 2,000,000 shares which may be distributed to both affiliates and non-affiliates in the future. Some of these shares constitute "control securities" which have been issued prior to or issuable after the filing of this Registration Statement. Some of these shares constitute "restricted securities" which have been issued prior to the filing of this Registration Statement. The Reoffer Prospectus does not contain all of the information included in the Registration Statement, certain items of which are contained in schedules and exhibits to the Registration Statement, as permitted by the rules and regulations of the SEC. Statements contained in the Reoffer Prospectus as to the contents of any agreement, instrument or other document referred to are not necessarily

complete. With respect to each such agreement, instrument or other document filed as an exhibit to the Registration Statement, we refer you to the exhibit for a more complete description of the matter involved, and each such statement shall be deemed qualified in its entirety by this reference.

STATEMENT OF INCORPORATION BY REFERENCE

This Registration Statement on Form S-8 is being filed by Genius Group Limited (the “Company”) to register an additional 3,342,057 shares of the Common Stock of the Company, No par value per share (the “Common Stock”), issuable under the Genius Group Limited Employee Share Option Scheme 2018 (the “2018 Incentive Plan”), the Genius Group Limited Employee Share Option Scheme 2023 (the “2023 Incentive Plan” and collectively with the 2018 Incentive Plan the “Incentive Plans”) and multiple services agreements.

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to incorporate by reference the information we file with it, which means that we can disclose important information to you by referring you to another document that we have filed separately with the SEC. You should read the information incorporated by reference herein because it is an important part of this prospectus. We incorporate by reference into this prospectus and the registration statement of which this prospectus is a part the information or documents listed below that we have filed with the SEC:

- (i) our Annual Reports on Form 20-F (File No. 001-41353) filed on [June 6, 2023](#) and as amended [June 7, 2023](#);
- (ii) Our Form 6-K Current Reports filed on [June 7, 2023](#), [June 8, 2023](#), [June 9, 2023](#) and [June 15, 2023](#).
- (iii) the description of our Ordinary Shares contained in our Registration Statement on [Form 8-A](#) (File No. 001-41353) filed with the SEC on April 11, 2022.

We also incorporate by reference any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 6-K and exhibits filed on such form that are related to such items unless such Form 6-K expressly provides to the contrary) made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until we file a post-effective amendment that indicates the termination of the offering of the securities made by this prospectus, which will become a part of this prospectus from the date that such documents are filed with the SEC. Information in such future filings updates and supplements the information provided in this prospectus. Any statements in any such future filings will automatically be deemed to modify and supersede any information in any document we previously filed with the SEC that is incorporated or deemed to be incorporated herein by reference to the extent that statements in the later-filed document modify or replace such earlier statements. In addition to being able to access any or all of the documents incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits that are specifically incorporated by reference into such documents on our website at www.geniusgroup.net. We will furnish without charge to each person, including any beneficial owner, to whom a prospectus is delivered, upon written or oral request, a copy of such documents. You should direct any requests for documents to:

The Commission allows us to “incorporate by reference” the information the Company files with the Commission, which means that the Company can disclose important information by referring to those documents. The information incorporated by reference is considered to be part of this Registration Statement, and later information filed with the Commission will update and supersede this information. The Company hereby incorporates by reference into this Registration Statement the following documents previously filed with the Commission:

In addition, all documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the filing of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which de-registers all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such documents, except as to specific sections of such statements as set forth therein. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement contained herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document which also is incorporated or deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 3. Incorporation of Documents by Reference.

Included in the prospectus which is part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 172 of the Singapore Companies Act prohibits a company from exempting or indemnifying its officers (including directors acting in an executive capacity) and similarly Section 208A of the Singapore Companies Act prohibits a company from exempting or indemnifying its auditors against any liability, which by law would otherwise attach to them for any negligence, default, breach of duty or breach of trust of which they may be guilty relating to us. However, a company is not prohibited from (a) purchasing and maintaining for any such individual insurance against any such liability, or (b) indemnifying such individual against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted, or in connection with any application under Section 76A(13) or 391 or any other provision of the Singapore Companies Act in which relief is granted to him by the court, (c) or indemnifying an officer against liability incurred by him or her to a person other than the company except in circumstances where such liability is for any criminal or regulatory fines or penalties, or where such liability is incurred in respect of (i) defending criminal proceedings in which he or she is convicted, (ii) defending civil proceedings commenced by the company or a related company against him in which judgment is given against him or (iii) in connection with an application for relief under section 76A(13) or section 391 of the Singapore Companies Act in which the court refuses to grant him relief.

Subject to the Singapore Companies Act and every other Singapore statute for the time being in force concerning companies and affecting us, our constitution provides that each of our directors and officers and those of our subsidiaries and affiliates shall be entitled to be indemnified by us or such subsidiary against any liability incurred by him or her arising out of or in connection with any acts, omissions or conduct, actual or alleged, by such individual acting in his or her capacity as either director, officer, secretary or employee of us or the relevant subsidiary, except to such extent as would not be permitted under applicable Singapore laws or which would otherwise result in such

indemnity being void in accordance with the provisions of the Singapore Companies Act.

We may indemnify our directors and officers against costs, charges, fees, expenses and liabilities that may be incurred by any of them in defending any proceedings (whether civil or criminal) relating to anything done or omitted or alleged to be done or omitted by such person acting in his or her capacity as a director, officer or employee of our Company, in which judgment is given in his or her favor, or in which he or she is acquitted or in which the courts have granted relief pursuant to the provisions of the Singapore Companies Act or other applicable statutes, provided that such indemnity shall not extend to any liability which by law would otherwise attach to him or her in respect of any negligence, default, breach of duty or breach of trust in relation to our Company, or which would otherwise result in such indemnity being voided under applicable Singapore laws. No director or officer of our Company shall be liable for any acts, omissions, neglects, defaults or other conduct of any other director or officer, and to the extent permitted by Singapore law, our Company shall contribute to the amount paid or payable by a director or officer in such proportion as is appropriate to reflect the relative fault of such director or officer, taking into consideration any other relevant equitable considerations, including acts of other directors or officers and our Company, and the relative fault of such parties in respect thereof.

In addition, subject to the Singapore Companies Act and every other Singapore statute for the time being in force concerning companies and affecting our Company, no director, managing director or other officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense incurred by us, through the insufficiency or deficiency of title to any property acquired by order of the directors for us or for the insufficiency or deficiency of any security upon which any of our moneys are invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited, or any other loss, damage or misfortune which happens in the execution of his duties, unless the same happens through his own negligence, default, breach of duty or breach of trust.

We expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

Exhibit Number	Description of Document
3.1	Memorandum and Articles of Association (Incorporated by reference to the Company's Registration Statement on Form F-1 (Registration No. 333-257700), initially filed with the SEC on July 6, 2021, as amended)
4.1	Employee Share Option Scheme 2018. (Incorporated herein by reference to the Company's Form 20-F Annual Report (File No. 001-41353), filed with the SEC on May 13, 2022)
4.2	Employee Share Option Scheme 2023 (Filed herewith)
5.1	Opinion of Allen & Gledhill LLP (Filed herewith)
23.1	Consent of Marcum LLP (Filed herewith)
23.2	Consent of Allen & Gledhill (included in Exhibit 5.1)
24.1	Powers of Attorney (included on signature page)
107	Filing Fee Table (Filed herewith)

*Filed herewith.

PLAN OF DISTRIBUTION

In this section of the prospectus, the term "Selling Shareholder" means and includes:

- the persons identified in the table above as the Selling Shareholders;
- those persons whose identities are not known as of the date hereof but may in the future be eligible to receive options under the Incentive Plans; and
- any of the donees, pledgees, distributees, transferees or other successors in interest of those persons referenced above who may: (a) receive any of our Ordinary Shares offered hereby after the date of this prospectus and (b) offer or sell those shares hereunder.

Our Ordinary Shares offered by this prospectus may be sold from time to time directly by the Selling Shareholders. Alternatively, the Selling Shareholders may from time to time offer such shares through underwriters, brokers, dealers, agents or other intermediaries. The Selling Shareholders as of the date of this prospectus have advised us that there were no underwriting or distribution arrangements entered into with respect to the Ordinary Shares offered hereby. The distribution of the Ordinary Shares by the Selling Shareholders may be effected: in one or more transactions that may take place on the NYSE American (including one or more block transactions) through customary brokerage channels, either through brokers acting as agents for the Selling Shareholders, or through market makers, dealers or underwriters acting as principals who may resell these shares on NYSE American; in privately-negotiated sales; by a combination of such methods; or by other means. These transactions may be effected at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at other negotiated prices. Usual and customary or specifically negotiated brokerage fees or commissions may be paid by the Selling Shareholders in connection with sales of our Ordinary Shares.

The Selling Shareholders may enter into hedging transactions with broker-dealers in connection with distributions of the shares or otherwise. In such transactions, broker-dealers may engage in short sales of our Ordinary Shares in the course of hedging the positions they assume with the Selling Shareholders. The Selling Shareholders also may sell shares short and redeliver the shares to close out such short positions. The Selling Shareholders may enter into option or other transactions with broker-dealers which require the delivery to the broker-dealer of our Ordinary Shares. The broker-dealer may then resell or otherwise transfer such Ordinary Shares pursuant to this prospectus.

The Selling Shareholders also may lend or pledge our Ordinary Shares to a broker-dealer. The broker-dealer may sell the Ordinary Shares so lent, or upon a default the broker-dealer may sell the pledged Ordinary Shares pursuant to this prospectus. Any securities covered by this prospectus which qualify for sale pursuant to Rule 144 may be sold under Rule 144 rather than pursuant to this prospectus.

The Selling Shareholders have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their securities. There is no underwriter or coordinating broker acting in connection with the proposed sale of Ordinary Shares by the Selling Shareholders.

Although the Ordinary Shares covered by this prospectus are not currently being underwritten, the Selling Shareholders or their underwriters, brokers, dealers or other agents or other intermediaries, if any, that may participate with the selling security holders in any offering or distribution of Ordinary Shares may be deemed "underwriters" within the meaning of the Securities Act and any profits realized or commissions received by them may be deemed underwriting compensation thereunder.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any person engaged in a distribution of Ordinary

Shares offered hereby may not simultaneously engage in market making activities with respect to the Ordinary Shares for a period of up to five days preceding such distribution. The Selling Shareholders will be subject to the applicable provisions of the Exchange Act and the rules and regulations promulgated thereunder, including without limitation Regulation M, which provisions may limit the timing of purchases and sales by the Selling Shareholders.

In order to comply with certain state securities or blue sky laws and regulations, if applicable, the Ordinary Shares offered hereby will be sold in such jurisdictions only through registered or licensed brokers or dealers. In certain states, the Ordinary Shares may not be sold unless they are registered or qualified for sale in such state, or unless an exemption from registration or qualification is available and is obtained.

There can be no assurance that the Selling Shareholders will sell any or all of the securities offered by them hereby.

ITEM 9. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the registration statement is on Form S-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director,

officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(d) The registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, on the 22nd day of June, 2023.

Genius Group Limited.

By: /s/ Roger James Hamilton
Name: Roger James Hamilton
Title: Chief Executive Officer and Chairman of the Board of Directors
(Principal Executive Officer)

By: /s/ Erez Simha
Name: Erez Simha
Title: Chief Financial Officer (Principal Financial and Accounting Officer)

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Roger James Hamilton</u> Roger James Hamilton	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	June 22, 2023
<u>/s/ Erez Simha</u> Erez Simha	Chief Financial Officer (Principal Financial and Accounting Officer)	June 22, 2023
<u>/s/ Suraj Naik</u> Suraj Naik	Chief Technology Officer and Director	June 22, 2023
<u>/s/ Tim Murphy</u> Tim Murphy	Director	June 22, 2023
<u>/s/ Ravinder Karwal</u> Ravinder Karwal	Chief Revenue Officer	June 22, 2023
<u>/s/ Sandra Morrell</u> Sandra Morrell	Director	June 22, 2023
<u>/s/ Patrick Grove</u> Patrick Grove	Director	June 22, 2023
<u>/s/ Nic Lim</u> Nic Lim	Director	June 22, 2023
<u>/s/ Anna Gong</u> Anna Gong	Director	June 22, 2023
<u>/s/ Richard J. Berman</u> Richard J. Berman	Director	June 22, 2023

GENIUS GROUP LIMITED

Employee Share Option Scheme 2018 (the "2018 Incentive Plan"), the Genius Group Limited Employee Share Option Scheme 2023 (the "2023 Incentive Plan" and collectively with the 2018 Incentive Plan the "Incentive Plans")

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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

- Item 1. Plan Information.***
Item 2. Registrant Information and Employee Plan Annual Information.

* Information required by Part I to be contained in the Section 10(a) Prospectus is omitted from the Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended.

Reoffer Prospectus

Genius Group Limited

Up to 3,342,057 ordinary shares under the Employee Share Option Scheme 2018 Employee Share Option Scheme 2023 Service Agreements

This reoffer prospectus (“reoffer prospectus” or “prospectus”) relates to the public resale, from time to time, of up to 3,342,057 ordinary shares, no par value per share (the “Ordinary Shares”) of Genius Group Limited (the “Company”) by certain security holders (the “Selling Shareholders”) identified herein in the section entitled “Selling Shareholders” who have acquired or will acquire such Ordinary Shares in connection with the exercise of options granted, and with Ordinary Shares or other awards made, and with the purchase of Ordinary Shares under the Company’s Employee Share Option Scheme 2018 (the “2018 Incentive Plan”), the Genius Group Limited Employee Share Option Scheme 2023 (the “2023 Incentive Plan” and collectively with the 2018 Incentive Plan the “Incentive Plans”) and multiple service agreements (collectively, the “Services Agreements”). The Incentive Plans and the Services Agreements are intended to provide incentives which will attract, retain, and motivate highly competent persons such as officers, employees, directors, and consultants to our Company by providing them opportunities to acquire our Ordinary Shares. Additionally, the Incentive Plans and the Services Agreements are intended to assist in further aligning the interests of our officers, employees, directors and consultants to those of the Company’s other shareholders.

Our Ordinary Shares are listed on the NYSE American under the symbol “GNS.” On June 22, 2023, the closing price of our Ordinary Shares on the NYSE American was \$0.69 per share.

The shares included in this prospectus may be offered and resold directly by the Selling Shareholders in the open market at prevailing prices or in individually negotiated transactions, through agents designated from time to time or through underwriters or dealers. We will not control or determine the price at which a Selling Shareholder decides to sell its shares. Brokers or dealers effecting transactions in these shares should confirm that the shares are registered under applicable state law or that an exemption from registration is available.

Investing in our Ordinary Shares is highly speculative and involves a significant degree of risk. See the section entitled “Risk Factors” on page 2 and in the documents incorporated herein by reference before you decide to buy our Ordinary Shares.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Reoffer Prospectus is June 22, 2023.

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Please read this prospectus and the documents incorporated by reference herein carefully. These documents describe our business, our financial condition and our results of operations. We have prepared this prospectus so that you will have the information necessary to make an informed investment decision. You should rely only on the information contained or incorporated by reference in this prospectus. We and the Selling Shareholders have not authorized anyone to provide you with any information or to make any representations about us, the securities being offered pursuant to this prospectus or any other matter discussed or incorporated by reference in this prospectus, other than the information and representations contained or incorporated by reference in this prospectus. If any other information or representation is given or made, such information or representation may not be relied upon as having been authorized by us.

The information contained or incorporated by reference in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our Ordinary Shares. Neither the delivery of this prospectus nor any distribution of securities in accordance with this prospectus shall, under any circumstances, imply that there has been no change in our affairs since the date of this prospectus. This prospectus will be updated and made available for delivery to the extent required by the federal securities laws.

We are responsible for the disclosure in this prospectus. However, this prospectus (including the documents incorporated by reference herein) includes industry data that we obtained from internal surveys, market research, publicly available information and industry publications. The market research, publicly available information and industry publications that we use generally state that the information contained therein has been obtained from sources believed to be reliable. Such information contained or incorporated by reference herein represents the most recently available data from the relevant sources and publications and we believe remains reliable. We did not fund and are not otherwise affiliated with any of the sources cited in this prospectus. Forward-looking information obtained from these sources is subject to the same qualifications and additional uncertainties regarding the other forward-looking statements in this prospectus.

We own or have rights to trademarks or trade names that we use in connection with the operation of our business, including our corporate names, logos and website names. In addition, we own or have the rights to copyrights, trade secrets and other proprietary rights that protect the content of our products. This prospectus may also contain trademarks, service marks and trade names of other companies, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names or products in this prospectus is not intended to, and should not be read to, imply a relationship with or endorsement or sponsorship of us. Solely for convenience, some of the copyrights, trade names and trademarks referred to in this prospectus or the documents incorporated by reference herein are listed without their ©, ® and ™ symbols, but we will assert, to the fullest extent under applicable law, our rights to our copyrights, trade names and trademarks. All other trademarks are the property of their respective owners.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated by reference herein contain forward-looking statements that reflect our current expectations and views of future events. The forward-looking statements are contained principally in the sections included or incorporated by reference herein entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Readers are cautioned that known and unknown risks, uncertainties and other factors, including those over which we may have no control and others listed in the "Risk Factors" section of this prospectus, may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

You can identify some of these forward-looking statements by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "is/are likely to," "potential," "continue" or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to:

- our ability to compete in the highly competitive markets in which we operate, and potential adverse effects of this competition;

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- our ability to maintain revenues if our products and services do not achieve and maintain broad market acceptance, or if we are unable to keep pace with or adapt to rapidly changing technology, evolving industry standards and changing regulatory requirements;
- uncertainty, downturns and changes in the markets we serve;
- our expectations regarding the size of the global education market, Edtech market and the various geographic and demographic markets that our group of companies serve;
- our competitiveness in the marketplace in relation to existing and new competitors in the marketplace;
- our commercialization strategy, including our plans to acquire education companies, to combine them in a global curriculum and Edtech platform, and to digitize and distribute our courses globally;
- our belief that we will be able to drive commercialization of our GeniusU Edtech platform through the growth of our AI, and technology development;
- our ability to integrate effectively our Pre-IPO Companies and IPO Acquisitions in order to expand their product range and improve their financial performance;
- the willingness of our Partners, Mentors and Students to adopt GeniusU as their Edtech platform of choice;
- our ability to effectively manage our anticipated growth;
- the timing, scope or likelihood of regulatory submissions, filings, approvals, authorizations or clearances;
- our ability to repay or service our debt obligations and meet the financial covenants related to such debt obligations;
- our ability to enforce our intellectual property rights and to operate our business without infringing, misappropriating, or otherwise violating the intellectual property rights and proprietary technology of third parties;
- our ability to develop effective internal controls over financial reporting;
- our ability to attract, motivate and retain qualified employees, including members of our senior management team;
- our expectations regarding the time during which we will be an emerging growth company under the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") and a foreign private issuer;
- the future trading price of our Ordinary Shares and impact of securities analysts' reports on these prices;
- our ability to fully derive anticipated benefits from existing or future acquisitions, joint ventures, investments or dispositions;
- exchange rate fluctuations and volatility in global currency markets;
- potential adverse tax consequences resulting from the international scope of our operations, corporate structure and financing structure; and
- increased risks resulting from our international operations.

These forward-looking statements involve numerous risks and uncertainties. Although we believe that our expectations expressed in these forward-looking statements are reasonable, our expectations may later be found to be incorrect. Our actual results of operations or the results of other matters that we anticipate could be materially different from our expectations. Important risks and factors that could cause our actual results to be materially different from our expectations are generally set forth in "Risk Factors,"

“Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Business,” “Regulation” and other sections included or incorporated by reference in this prospectus. You should thoroughly read this prospectus and the documents incorporated herein by reference with the understanding that our actual future results may be materially different from and worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements.

The forward-looking statements made in this prospectus relate only to events or information as of the date on which the statements are made in or incorporated by reference in this prospectus. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this prospectus, the documents incorporated by reference into this prospectus and the documents we have filed as exhibits to the registration statement, of which this prospectus forms a part, completely and with the understanding that our actual future results may be materially different from what we expect.

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Corporate Information

Our principal executive offices are located at 8 Amoy Street, #01-01, Singapore 049950, which is also our registered address, and our telephone number is +65 8940 1200. The address of our website is www.geniusgroup.net. Information contained on, or available through, our website does not constitute part of, and is not deemed incorporated by reference into, this prospectus. Our agent for service of process in the United States is Puglisi & Associates, located at 850 Library Avenue, Suite 204, Newark, Delaware 19711.

The Offering

Outstanding Ordinary Shares	50,900,057 Ordinary Shares outstanding as of June 22, 2023.
Ordinary Shares Offered	Up to 3,342,057 Ordinary Shares for sale by the Selling Shareholders for their own account.
Selling Shareholders	The Selling Shareholders are set forth in the section of this prospectus entitled “Selling Shareholders.”
Proceeds	We will not receive any proceeds from the sale of our Ordinary Shares by the Selling Shareholders. However, we will receive the exercise price of any Ordinary Shares issued to the Selling Shareholders upon cash exercise by them of options held by them. We would expect to use the proceeds, if any, for general working capital purposes. See “Use of Proceeds.”
Risk Factors	The securities offered hereby are speculative and involve a significant degree of risk. See “Risk Factors.”
NYSE American	GNS
UPSTREAM	GNS

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RISK FACTORS

Investing in our Ordinary Shares is speculative and involves significant risks. You should carefully consider the following risks, as well as other information set forth under the caption “Risk Factors” in Annual Report on Form 20-F (File No. 001-41353) filed on June 6, 2023; and our other public filings made with the SEC which are incorporated by reference into this prospectus.

The requirement that we repay the Convertible Note and interest thereon in cash under certain circumstances, and the restrictive covenants contained in the Convertible Note, could adversely affect our business plan, liquidity, financial condition, and results of operations.

We may be required to repay the Convertible Note and interest thereon in cash, if we do not meet certain equity conditions as set forth in the Convertible Note (including minimum price and volume thresholds) or in certain other circumstances. For example, we will be required to repay the outstanding principal balance and accrued but unpaid interest, along with a premium, upon the occurrence of a Change of Control (as defined in the convertible note). In addition, the Convertible Note contain restrictive covenants, including financial covenants. These obligations and covenants could have important consequences on our business. In particular, they could:

- require us to dedicate a substantial portion of our cash flow from operations to payments on the Convertible Note;
- limit, among other things, our ability to borrow additional funds and otherwise raise additional capital, and our ability to conduct acquisitions, joint ventures or similar arrangements, as a result of our obligations to make such payments and comply with the restrictive covenants in the Convertible Note;
- limit our flexibility in planning for, or reacting to, changes in our businesses and the industries in which we operate;
- increase our vulnerability to general adverse economic and industry conditions; and
- place us at a competitive disadvantage compared to our competitors that have lower fixed costs.

The debt service requirements of any other outstanding indebtedness or preferred stock we incur or issue in the future, as well as the restrictive covenants contained in the governing documents for any such indebtedness, could intensify these risks.

In the event we are required to repay the Convertible Note in cash, we may seek to refinance the remaining balance, by either refinancing with the holder of the Convertible Note, by raising sufficient funds through a sale of equity or debt securities or by obtaining a credit facility. No assurances can be given that we will be successful in making the required payments under the Convertible Note, or in refinancing our obligations on favorable terms, or at all. Should we determine to refinance, it could be dilutive to shareholders.

If we are unable to make the required cash payments, there could be a default under the Convertible Note. In such event, or if a default otherwise occurs under the Convertible Note, including as a result of our failure to comply with the financial or other covenants contained therein, the holder of the Convertible Note will be able to elect to redeem the Convertible Note for cash equal to 115% of the then-outstanding principal amount of the Convertible Note (or such lesser principal amount accelerated by the holder) plus accrued and unpaid interest thereon, or to convert the Convertible Note into ordinary shares at a conversion price equal to the lowest of (i) the applicable Conversion Price as in effect on the applicable Conversion Date, (ii) 85% of the VWAP of the ordinary shares as of the trading day immediately preceding the delivery or deemed delivery of the applicable Conversion Notice, (iii) 85% of the VWAP of the ordinary shares as of the trading day of the delivery or deemed delivery of the applicable Conversion Notice and (iv) 85% of the price computed as the quotient of (I) the sum of the VWAP of the ordinary shares for each of the three trading days with the lowest VWAP of the ordinary shares during the 20 consecutive trading day period ending and including the trading day immediately preceding the delivery or deemed delivery of the applicable Conversion Notice, divided by three.

Our assets and the assets of certain of our subsidiaries have been pledged as security for our obligations under the Convertible Note, and our default with respect to those obligations could result in the transfer of our assets to our creditor. Such a transfer could have a material adverse effect on our business, capital, financial condition, results of operations, cash flows and prospects.

The convertible note is a senior secured obligation of the Company secured by a lien on all assets of the Company and certain of our subsidiaries. In the event of a default by the Company with respect to its obligations under the Convertible Note, we or our subsidiaries may be obligated to transfer some of our assets to our creditor. Such a transfer could have a material adverse effect on our business, capital, financial condition, results of operations, cash flows and prospects.

Our shareholders will experience significant dilution as a result of any conversion of the convertible note.

As a result of the conversion of the Convertible Note, our shareholders will experience significant dilution. In addition, if we elect to pay monthly installment payments under the Convertible Note in our ordinary shares, we may be required to issue a substantial number of shares to the holder of the Convertible Note. The Convertible Note is convertible, at the holder's option, into our ordinary shares, initially at a fixed conversion price of \$5.17, subject to adjustment for stock dividends, stock splits, anti-dilution and other customary adjustment events (without taking into account the limitations on the conversion of the Convertible Note as described elsewhere in this prospectus). The number of ordinary shares to be issued may be substantially greater, if the Convertible Note is converted into ordinary shares following and during the continuation of an Event of Default (as defined in the Note) at the alternate conversion price as described elsewhere in this prospectus. In such cases the number of shares issued will be the lowest conversion price in accordance with a formula determined based upon 85% of the volume weighted average of the market price of our ordinary shares during certain measuring periods. We cannot predict the market price of our ordinary shares at any future date, and therefore, we are unable to accurately forecast or predict the total amount of shares that ultimately may be issued under the Convertible Note. The Convertible Note likely will be converted only at times when it is economically beneficially for the holder to do so, and we are entitled to pay interest in shares and make installment conversions only at a price per share that is at a discount to the then current market price. In any event, the issuance of these shares will dilute our other equity holders, which could cause the price of our ordinary shares to decline.

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USE OF PROCEEDS

We will not receive any proceeds from the resale of our Ordinary Shares by the Selling Shareholders pursuant to this prospectus. However, we will receive the exercise price of any Ordinary Shares issued to the Selling Shareholders upon cash exercise by them of options held by them. We would expect to use these proceeds, if any, for general working capital purposes. We have agreed to pay the expenses of registration of these shares.

SELLING SHAREHOLDERS

The table below sets forth information concerning the resale of the shares by the Selling Shareholders. We will not receive any proceeds from the resale of the shares by the Selling Shareholders. The table and the other information contained in this Section "Selling Shareholders" has been prepared based upon information furnished to us by or on behalf of the Selling Shareholders.

The table below sets forth, as of June 22, 2023, the following: (i) the name of each Selling Shareholder who is offering the resale of Ordinary Shares by this reoffer prospectus; (ii) the number of Ordinary shares (and the percentage) of Ordinary Shares beneficially owned by each Selling Shareholder; (iii) the number of Ordinary Shares that each Selling Shareholder may offer for sale from time to time pursuant to this reoffer prospectus, whether or not such Selling Shareholder has a present intention to do so; and (iv) the number of Ordinary Shares (and the percentage) of Ordinary Shares each Selling Shareholder will own after the offering, assuming they sell all of the Ordinary Shares offered in this reoffer prospectus. Unless otherwise indicated, beneficial ownership is direct and the person indicated has sole voting and investment power.

The Selling Shareholders identified below may have sold, transferred or otherwise disposed of some or all of their Ordinary Shares since the date on which the information in the following table is presented in transactions exempt from or not subject to the registration requirements of the Securities Act. Information concerning the Selling Shareholders may change from time to time and, if necessary, we will amend or supplement this reoffer prospectus, accordingly. We cannot give an estimate as to the number of Ordinary Shares that will actually be held by the Selling Shareholders upon termination of this offering because the Selling Shareholders may offer some or all of their Ordinary Shares in the offering contemplated by this reoffer prospectus or acquire additional Ordinary Shares. The total number of Ordinary Shares that may be sold hereunder will not exceed the number of Ordinary Shares offered hereby. Please read the section entitled "Plan of Distribution" in this reoffer prospectus.

The Selling Shareholders include our current directors, officers and affiliates who have been granted awards for Ordinary Shares under any of the Incentive Plans and/or the Services Agreements, which are deemed to be "control securities" and Ordinary Shares from awards granted to other employees under any of the Incentive Plans, which are deemed to be "restricted securities."

To our knowledge, none of our officers and directors has a present intention to offer Ordinary Shares for sale, although they retain the right to do so.

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Inclusion of an individual's name in the table below does not constitute an admission that such individual is an "affiliate" of the Company.

Unless otherwise stated, the business address for our directors and executive officers is that of our principal executive offices at 8 Amoy Street, #01-01, Singapore 049950.

Selling Shareholder	Principal Position with the Company ⁽¹⁾	Shares Owned Prior to Resale		Number of Shares Offered for Resale	Shares Beneficially Owned After Resale	
		Number	Percent ⁽²⁾	Resale	Number	Percent ⁽²⁾
Aarthi Ramu	Employee	32	*	32	0	*
Aditi Jackah	Employee	22	*	22	0	*
Agus Entara	Employee	145	*	145	0	*
Alina Ungureanu	Employee	4,219	*	3,511	708	*
Alison Wentworth Ross	Employee	245	*	245	0	*
Ana Povarchick	Employee	2,883	*	2,800	83	*
Anastasia Khliupina	Employee	2,200	*	2,200	0	*
Andrew Goh	Employee	306	*	306	0	*
Andrew Joseph Oliveira Neto	Employee	12,935	*	7,793	5,142	*
Arnold Arbuis	Employee	305	*	138	167	*
Ashish Jha	Employee	7	*	7	0	*
Ashry Triwahyu	Employee	226	*	226	0	*
Ayu Triana**	Employee	152	*	152	0	*
Ayushi Doshi	Employee	3,861	*	2,043	1,818	*

Barbara Franziska Fluri-Muller	Employee	11,047	*	9,751	1,296	*
Bhavna Jeram	Employee	417	*	417	0	*
Cecilia Pineda	Employee	5,188	*	5,188	0	*
Chan Tai Hee	Employee	184	*	184	0	*
Cynthia Louise Tait	Employee	5,613	*	3,885	1,728	*
Dewa Adnyana**	Employee	284	*	284	0	*
Dewa Gede Arda Swadhiyana**	Employee	361	*	361	0	*
Dewa Gede Rai Subawa**	Employee	163	*	163	0	*
Dmitriy Lysenko	Employee	2,400	*	2,400	0	*
Dominic James Welsh	Employee	3,714	*	2,892	822	*
Donna Maree Meredith	Employee	15,457	*	13,603	1,854	*
Duncan Elias Mccallum	Employee	3,667	*	2,821	846	*
Erez Simha ⁽³⁾	Chief Financial Officer	178,253	0.4%	178,253	0	*
Ethan Bull	Employee	101	*	101	0	*
Flora Hewitt	Employee	100,000	0.2%	100,000	0	*
Gaurav Dama	Employee	20,361	*	16,125	4,236	*
Gede Ngurah Duta Krisna Mandala	Employee	155	*	155	0	*
Gede Rias Sutama**	Employee	163	*	163	0	*

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Gemma Louise Wainwright	Employee	308	*	308	0	*
Gond Ling Jun Anna ⁽⁴⁾	Director	6,000	*	6,000	0	*
Gracia Kanumbi	Employee	345	*	345	0	*
Gusti Ngurah Muarka**	Employee	280	*	280	0	*
Halyna Voloshenyuk	Employee	361	*	361	0	*
Hemal Kiran Thakkar	Employee	1,524	*	1,362	162	*
Hyun Pasupati Ghanaya**	Employee	371	*	371	0	*
I Gede Satya Wiratama**	Employee	290	*	290	0	*
I GST A. Komang Ippisindo**	Employee	446	*	446	0	*
I Kadek Data**	Employee	284	*	284	0	*
I Kadek Dedy Priana**	Employee	545	*	545	0	*
I Kadek Gede Ardita**	Employee	322	*	322	0	*
I Kadek Muliarta**	Employee	284	*	284	0	*
I Ketut Sunarta**	Employee	311	*	311	0	*
I Made Ari Sastrawan**	Employee	361	*	361	0	*
I Made Bobi Antara**	Employee	289	*	289	0	*
I Made Kantun Yasa**	Employee	290	*	290	0	*
I Made Sumanta Adi Sesa**	Employee	284	*	284	0	*
I Made Wirajaya**	Employee	361	*	361	0	*
I Nengah Sudiantara**	Employee	361	*	361	0	*
I Ngurah Gede Kubon Tubuh**	Employee	284	*	284	0	*
I Nyoman Armada**	Employee	284	*	284	0	*
I Nyoman Oki Mahayana**	Employee	378	*	378	0	*
I Nyoman Putra**	Employee	654	*	654	0	*
I Wayan Agus Sugiarta**	Employee	372	*	372	0	*
I Wayan Ari Sanjaya**	Employee	361	*	361	0	*
I Wayan Eka Rudi Arsa**	Employee	284	*	284	0	*
I Wayan Gede Nopantara**	Employee	152	*	152	0	*
I Wayan Phik Suantika**	Employee	409	*	409	0	*
I Wayan Sumerta**	Employee	311	*	311	0	*
Jackiera Astley Purugganan Raj**	Employee	3,028	*	2,302	726	*
Jeremy Harris	Employee	88,682	0.2%	2,570	86,112	*
Jonathan Charles Rose	Employee	7,460	*	4,929	2,531	*
June Liu Yi-Chin	Employee	82	*	82	0	*
Kadek Alit Sudiarta**	Employee	290	*	290	0	*
Kadek Ananta Prdipta**	Employee	161	*	161	0	*
Kadek Andi Santosa**	Employee	361	*	361	0	*
Karina Firdosh Daruwalla	Employee	4,083	*	2,211	1,872	*
Karl Phiroze Commissariat	Employee	7,443	*	3,531	3,912	*
Kelly Maida Herbert	Employee	7,852	*	5,428	2,424	*
Kesawan Thangaveloo**	Employee	1,501	*	1,501	0	*

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Ketut Catur Jaya**	Employee	367	*	367	0	*
Ketut Purnama Dewi**	Employee	545	*	545	0	*
Kirsty Birchall	Employee	345	*	345	0	*
Komal Manohar Jadhav	Employee	492	*	492	0	*
Komang Suryawan**	Employee	361	*	361	0	*
Lim Kah Wui ⁽⁵⁾	Director	7,967	*	6,000	1,967	*
Luke Thomas Hamilton	Employee	5,637	*	5,037	600	*
Made Sudiana**	Employee	367	*	367	0	*
Magdalena Urszula Klys-Korzeniowska	Employee	2,910	*	2,208	702	*
Mahesh Devaraj	Employee	146	*	146	0	*
Marijke Ludia Clara Lilipaly	Employee	205	*	205	0	*
Marilize Roberta Santos Paixao	Employee	15,502	*	12,940	2,562	*
Mary Wilson	Employee	389	*	389	0	*
Matthew Singer	Employee	200,000	0.4%	200,000	0	*
Melissa Jarin	Employee	17	*	17	0	*

Chief Marketing Officer and						
Michelle Clarke ⁽⁶⁾	Director	501,392	1.0%	18,092	483,300	1.0%
Michelle Nolting	Employee	9,718	*	8,248	1,470	*
Mikhail Makhnovskyy	Employee	210	*	210	0	*
Mikhail Melnyk	Employee	660	*	660	0	*
Mohamad Wafiuiddin Bin Abu Bakar**	Employee	1,664	*	1,664	0	*
Mohamed Feroz	Employee	1,397	*	1,397	0	*
Mohammad Asyraf Adli Bin Abu Bakar	Employee	735	*	735	0	*
Ni Ketut Jeniari**	Employee	511	*	511	0	*
Ni Komang Ayu Wedayani**	Employee	303	*	303	0	*
Ni Luh Febri Aryawati**	Employee	152	*	152	0	*
Ni Luh Putu Swantari**	Employee	163	*	163	0	*
Ni Made in Ardanti**	Employee	289	*	289	0	*
Ni Nengah Taniasih**	Employee	284	*	284	0	*
Ni putu Agra Sutani Widyantari**	Employee	367	*	367	0	*
Ni Putu Eka Juliati Dewi**	Employee	284	*	284	0	*
Ni Wayan Ayu Martini**	Employee	355	*	355	0	*
Ni Wayan Candri**	Employee	284	*	284	0	*
Ni Wayan Sukenti**	Employee	284	*	284	0	*
Ni Wayan Sunarti**	Employee	284	*	284	0	*
Ni Wayan Suryati**	Employee	396	*	396	0	*
Niketa Dutta	Employee	8,394	*	3,096	5,298	*
Nikita Kostrov	Employee	2,333	*	2,333	0	*
Noor Iskandar Faisal bin Mohammed Zain	Employee	102	*	102	0	*
Nyoman Juli Dharmawan**	Employee	505	*	505	0	*

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Pande Putu Satriaditya Widjaksana**	Employee	378	*	378	0	*
Patrick Ykin Grove ⁽⁷⁾	Director	6,000	*	6,000	0	*
Paulina Roach	Employee	1,083	*	1,083	0	*
Penelope Wee Mei Imm	Employee	5,452	*	3,496	1,956	*
Pia Desideria	Employee	226	*	226	0	*
Prayoga Handayaprana	Employee	651	*	651	0	*
Preetam Dilip Sawant	Employee	372	*	372	0	*
Priya Shambhu Shetty	Employee	3,715	*	1,837	1,878	*
Priyanka Parasmal Solanki	Employee	283	*	283	0	*
Putu Andika	Employee	208	*	208	0	*
Putu Sastra Adhipermana**	Employee	328	*	328	0	*
Rajshree Singh	Employee	20	*	20	0	*
Ram Krishnan**	Employee	507	*	507	0	*
Rav Karwal ⁽⁸⁾	Chief Revenue Officer	169,492	0.3%	169,492	0	*
Richard Berman ⁽⁹⁾	Director	186,667	0.4%	180,000	6,667	*
Risky Putra Dharma**	Employee	361	*	361	0	*
Chief Executive Officer and						
Roger James Hamilton ⁽¹⁰⁾	Director	9,797,731	20.1%	99,877	9,697,854	19.9%
Rosaleen Bloomfield	Employee	1,794	*	1,794	0	*
Rukhsana Aziz	Employee	41	*	41	0	*
Samarth Sharma	Employee	46	*	46	0	*
Sandra Lee Morrell ⁽¹¹⁾	Director	1,009,841	2.1%	22,258	987,583	2.0%
Saumya Gaur	Employee	13	*	13	0	*
Shabida binte Hamzah	Employee	3,692	*	3,692	0	*
Shane Michael Kenneth Bowen	Employee	12,592	*	8,092	4,500	*
Sheryl Grace J Saquilayan	Employee	753	*	753	0	*
Shiva Ratna Swain	Employee	49	*	49	0	*
Simone Holt	Employee	97,386	0.2%	8,754	88,632	0.2%
Sovereign Fiduciaries (Guernsey) Limited ATF TTUCA Trust						
	Employee	17,207	*	17,207	0	*
Stacey Leigh Webber	Employee	6,947	*	6,173	774	*
Sugumaran Rajamanikam	Employee	180	*	180	0	*
Suharli**	Employee	163	*	163	0	*
Chief Technology Officer and						
Suraj Naik ⁽¹²⁾	Director	269,172	0.6%	13,254	255,918	0.5%
Tao Cusumao	Employee	33	*	33	0	*
Taryn Knight	Employee	530	*	530	0	*
Tetiana Baskova	Employee	438	*	438	0	*
Thomas Henry Gallagher	Employee	14,290	*	12,532	1,758	*
Tim Murphy ⁽¹³⁾	Director	75,000	0.2%	75,000	0	*
Tracy Leigh Stallard	Employee	6,052	*	5,542	510	*
Tridia Limited	Employee	6,528	*	6,528	0	*

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Usov Kirill	Employee	1,750	*	1,750	0	*
Valentino Urigo	Employee	17	*	17	0	*
Venkatalakshmi Ravichandran	Employee	15,782	*	9,986	5,796	*
Veronika Bondareva	Employee	3,546	*	1,836	1,710	*
Yovinda Adelina	Employee	7,065	*	6,675	390	*

Yuanita Nurtias Pratami**	Employee	152	*	152	0	*
Yvette Gladys Sholdas	Employee	4,260	*	2,632	1,628	*
Zainal bin Kasim**	Employee	2,303	*	2,303	0	*
Ilham Tahirov**	Employee	1,266	*	1,266	0	*
I Kadek Doni Gunawan**	Employee	60	*	60	0	*
Gede Ngurah Duta Krisna Mandala**	Employee	96	*	96	0	*
Total				1,342,057		

* Less than 1%.

** Shares held in nominee account.

- (1) All positions described are with the Company, unless otherwise indicated.
- (2) Percentage ownership is computed with reference to 50,900,821 Ordinary Shares outstanding as of June 22, 2023.
- (3) The number of ordinary shares and percentage ownership prior to resale includes 178,253 shares issuable to Mr. Simha upon the vesting of restricted share units granted to Mr. Simha as compensation pursuant to the Services Agreement between the Company and Mr. Simha. The number of shares and percentage ownership after resale assumes the sale of all 178,253 ordinary shares offered by Mr. Simha under this prospectus.
- (4) The number of ordinary shares and percentage ownership prior to resale includes 6,000 shares issuable to Ms. Gong awarded as additional compensation. The number of ordinary shares and percentage ownership after resale assumes the sale of all 6,000 ordinary shares offered by Ms. Gong under this prospectus.
- (5) The number of ordinary shares and percentage ownership prior to resale includes 6,000 shares issuable to Mr. Lim awarded as additional compensation and 1,967 beneficially owned ordinary shares. The number of ordinary shares and percentage ownership after resale assumes the sale of the 6,000 shares offered by Mr. Lim under this prospectus.
- (6) The number of ordinary shares and percentage ownership prior to resale includes 18,092 shares issuable to Ms. Clarke upon the exercise of options awarded under the 2018 Plan and 483,300 beneficially owned ordinary shares. The number of ordinary shares and percentage ownership after resale assumes the sale of all 18,092 ordinary shares offered by Ms. Clarke under this prospectus.
- (7) The number of ordinary shares and percentage ownership prior to resale includes 6,000 shares issuable to Mr. Grove awarded as additional compensation. The number of ordinary shares and percentage ownership after resale assumes the sale of all 6,000 shares offered by Mr. Grove under this prospectus.
- (8) The number of ordinary shares and percentage ownership prior to resale includes 169,492 shares issuable to Mr. Karwal upon the vesting of restricted share units granted to Mr. Karwal as compensation pursuant to the Services Agreement between the Company and Mr. Karwal. The number of shares and percentage ownership after resale assumes the sale of all 169,492 ordinary shares offered by Mr. Karwal under this prospectus.

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- (9) The number of ordinary shares and percentage ownership prior to resale includes 180,000 shares issuable to Mr. Berman upon the exercise of options granted to Mr. Berman as compensation pursuant to the Services Agreement between the Company and Mr. Berman and 6,667 beneficially owned ordinary shares. The number of ordinary shares and percentage ownership after resale assumes the sale of all 180,000 ordinary shares offered by Mr. Berman under this prospectus.
- (10) The number of ordinary shares and percentage ownership prior to resale includes 99,877 shares issuable to Mr. Hamilton upon the exercise of options awarded under the 2018 Plan and 9,697,854 beneficially owned ordinary shares. Out of the 9,697,854 beneficially owned ordinary shares, 393,042 shares will be transferred back to the Company and cancelled in the future as per previous agreements between the Company and Mr. Hamilton. The number of ordinary shares and percentage ownership after resale assumes the sale of all 99,877 ordinary shares offered by Mr. Hamilton under this prospectus.
- (11) The number of ordinary shares and percentage ownership prior to resale includes 22,258 shares issuable to Ms. Morrell upon the exercise of options awarded under the 2018 Plan and 987,583 beneficially owned ordinary shares. Out of the 987,583 beneficially owned ordinary shares, 226,572 shares will be transferred back to the Company and cancelled in the future as per previous agreements between the Company and Ms. Morrell. The number of ordinary shares and percentage ownership after resale assumes the sale of all 22,258 ordinary shares offered by Ms. Morrell under this prospectus.
- (12) The number of ordinary shares and percentage ownership prior to resale includes 13,254 shares issuable to Mr. Naik upon the exercise of options awarded under the 2018 Plan and 255,918 beneficially owned ordinary shares. The number of ordinary shares and percentage ownership after resale assumes the sale of all 13,254 ordinary shares offered by Mr. Naik under this prospectus.
- (13) The number of ordinary shares and percentage ownership prior to resale includes 75,000 shares issuable to Mr. Murphy upon the exercise of options granted to Mr. Murphy as compensation pursuant to the Services Agreement between the Company and Mr. Murphy. The number of ordinary shares and percentage ownership after resale assumes the sale of all 75,000 ordinary shares offered by Mr. Murphy under this prospectus.

The Company may supplement this prospectus from time to time as required by the rules of the Commission to include certain information concerning the security ownership of the Selling Shareholders or any new Selling Shareholders, the number of securities offered for resale and the position, office or other material relationship which a Selling Shareholder has had within the past three years with the Company or any of its predecessors or affiliates.

PLAN OF DISTRIBUTION

In this section of the prospectus, the term “Selling Shareholder” means and includes:

- the persons identified in the table above as the Selling Shareholders;
- those persons whose identities are not known as of the date hereof but may in the future be eligible to receive options under the Incentive Plans; and
- any of the donees, pledgees, distributees, transferees or other successors in interest of those persons referenced above who may: (a) receive any of our Ordinary Shares offered hereby after the date of this prospectus and (b) offer or sell those shares hereunder.

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Our Ordinary Shares offered by this prospectus may be sold from time to time directly by the Selling Shareholders. Alternatively, the Selling Shareholders may from

time to time offer such shares through underwriters, brokers, dealers, agents or other intermediaries. The Selling Shareholders as of the date of this prospectus have advised us that there were no underwriting or distribution arrangements entered into with respect to the Ordinary Shares offered hereby. The distribution of the Ordinary Shares by the Selling Shareholders may be effected: in one or more transactions that may take place on the NYSE American (including one or more block transactions) through customary brokerage channels, either through brokers acting as agents for the Selling Shareholders, or through market makers, dealers or underwriters acting as principals who may resell these shares on NYSE American; in privately-negotiated sales; by a combination of such methods; or by other means. These transactions may be effected at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at other negotiated prices. Usual and customary or specifically negotiated brokerage fees or commissions may be paid by the Selling Shareholders in connection with sales of our Ordinary Shares.

The Selling Shareholders may enter into hedging transactions with broker-dealers in connection with distributions of the shares or otherwise. In such transactions, broker-dealers may engage in short sales of our Ordinary Shares in the course of hedging the positions they assume with the Selling Shareholders. The Selling Shareholders also may sell shares short and redeliver the shares to close out such short positions. The Selling Shareholders may enter into option or other transactions with broker-dealers which require the delivery to the broker-dealer of our Ordinary Shares. The broker-dealer may then resell or otherwise transfer such Ordinary Shares pursuant to this prospectus.

The Selling Shareholders also may lend or pledge our Ordinary Shares to a broker-dealer. The broker-dealer may sell the Ordinary Shares so lent, or upon a default the broker-dealer may sell the pledged Ordinary Shares pursuant to this prospectus. Any securities covered by this prospectus which qualify for sale pursuant to Rule 144 may be sold under Rule 144 rather than pursuant to this prospectus.

The Selling Shareholders have advised us that they have not entered into any agreements, understandings or arrangements with any underwriters or broker-dealers regarding the sale of their securities. There is no underwriter or coordinating broker acting in connection with the proposed sale of Ordinary Shares by the Selling Shareholders.

Although the Ordinary Shares covered by this prospectus are not currently being underwritten, the Selling Shareholders or their underwriters, brokers, dealers or other agents or other intermediaries, if any, that may participate with the selling security holders in any offering or distribution of Ordinary Shares may be deemed "underwriters" within the meaning of the Securities Act and any profits realized or commissions received by them may be deemed underwriting compensation thereunder.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), any person engaged in a distribution of Ordinary Shares offered hereby may not simultaneously engage in market making activities with respect to the Ordinary Shares for a period of up to five days preceding such distribution. The Selling Shareholders will be subject to the applicable provisions of the Exchange Act and the rules and regulations promulgated thereunder, including without limitation Regulation M, which provisions may limit the timing of purchases and sales by the Selling Shareholders.

In order to comply with certain state securities or blue sky laws and regulations, if applicable, the Ordinary Shares offered hereby will be sold in such jurisdictions only through registered or licensed brokers or dealers. In certain states, the Ordinary Shares may not be sold unless they are registered or qualified for sale in such state, or unless an exemption from registration or qualification is available and is obtained.

There can be no assurance that the Selling Shareholders will sell any or all of the securities offered by them hereby.

LEGAL MATTERS

The validity of the securities being offered herein has been passed upon for us by Allen & Gledhill LLP.

EXPERTS

The consolidated financial statements of Genius Group Limited and subsidiaries as of December 31, 2022 and 2021, have been included in the registration statement in reliance upon the report of Marcum LLP, an independent registered public accounting firm, and upon the authority of said firm as experts in accounting and auditing.

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WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement under the Securities Act of 1933, as amended, with respect to the Ordinary Shares offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules filed therewith. For further information about us and the Ordinary Shares offered hereby, we refer you to the registration statement, the documents incorporated by reference herein and the exhibits and schedules filed thereto. Statements contained or incorporated by reference in this prospectus regarding the contents of any contract or any other document that is filed as an exhibit to the registration statement are not necessarily complete, and each such statement is qualified in all respects by reference to the full text of such contract or other document filed as an exhibit to the registration statement. The SEC maintains an Internet website that contains reports, proxy statements and other information about registrants, like us, that file electronically with the SEC. The address of that site is www.sec.gov.

We are subject to the information and periodic reporting requirements of the Exchange Act and, in accordance therewith, we file periodic reports, proxy statements and other information with the SEC. Such periodic reports, proxy statements and other information is available for inspection and copying at the public reference room and website of the SEC referred to above. We maintain a website at www.geniusgroup.net. You may access our Registration Statement on Form F-1, annual reports on Form 20-F, current reports on Form 6-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act with the SEC free of charge at our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The reference to our website address does not constitute incorporation by reference of the information contained on our website, and you should not consider the contents of our website in making an investment decision with respect to our Ordinary Shares.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to incorporate by reference the information we file with it, which means that we can disclose important information to you by referring you to another document that we have filed separately with the SEC. You should read the information incorporated by reference herein because it is an important part of this prospectus. We incorporate by reference into this prospectus and the registration statement of which this prospectus is a part the information or documents listed below that we have filed with the SEC:

- (i) our Annual Reports on Form 20-F (File No. 001-41353) filed on [June 6, 2023](#), as amended [June 7, 2023](#);
- (ii) Our Form 6-K Current Reports filed on [June 7, 2023](#), [June 8, 2023](#), [June 9, 2023](#) and [June 15, 2023](#).
- (iii) the description of our Ordinary Shares contained in our Registration Statement on [Form 8-A](#) (File No. 001-41353) filed with the SEC on April 11, 2022.

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We also incorporate by reference any future filings (other than current reports furnished under Item 2.02 or Item 7.01 of Form 6-K and exhibits filed on such form that are related to such items unless such Form 6-K expressly provides to the contrary) made with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until

we file a post-effective amendment that indicates the termination of the offering of the securities made by this prospectus, which will become a part of this prospectus from the date that such documents are filed with the SEC. Information in such future filings updates and supplements the information provided in this prospectus. Any statements in any such future filings will automatically be deemed to modify and supersede any information in any document we previously filed with the SEC that is incorporated or deemed to be incorporated herein by reference to the extent that statements in the later-filed document modify or replace such earlier statements. In addition to being able to access any or all of the documents incorporated by reference into this prospectus but not delivered with the prospectus, including exhibits that are specifically incorporated by reference into such documents on our website at www.geniushgroup.net. we will furnish without charge to each person, including any beneficial owner, to whom a prospectus is delivered, upon written or oral request, a copy of such documents. You should direct any requests for documents to:

Roger James Hamilton
Chief Executive Officer
Genius Group Limited
8 Amoy Street, #01-01
Singapore 049950

You should rely only on the information contained in this document. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to sell these securities. The information in this document may only be accurate on the date of this document.

Additional risks and uncertainties not presently known may also impair our business operations. The risks and uncertainties described in this document and other risks and uncertainties which we may face in the future will have a greater impact on those who purchase our ordinary shares. These purchasers will purchase our ordinary shares at the market price or at a privately negotiated price and will run the risk of losing their entire investment.

Genius Group Limited

Up to 3,342,057 Ordinary Shares under the
Employee Share Option Scheme 2018
Employee Share Option Scheme 2023
Services Agreements

REOFFER PROSPECTUS

June 22, 2023

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Included in the prospectus which is part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 172 of the Singapore Companies Act prohibits a company from exempting or indemnifying its officers (including directors acting in an executive capacity) and similarly Section 208A of the Singapore Companies Act prohibits a company from exempting or indemnifying its auditors against any liability, which by law would otherwise attach to them for any negligence, default, breach of duty or breach of trust of which they may be guilty relating to us. However, a company is not prohibited from (a) purchasing and maintaining for any such individual insurance against any such liability, or (b) indemnifying such individual against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted, or in connection with any application under Section 76A(13) or 391 or any other provision of the Singapore Companies Act in which relief is granted to him by the court, (c) or indemnifying an officer against liability incurred by him or her to a person other than the company except in circumstances where such liability is for any criminal or regulatory fines or penalties, or where such liability is incurred in respect of (i) defending criminal proceedings in which he or she is convicted, (ii) defending civil proceedings commenced by the company or a related company against him in which judgment is given against him or (iii) in connection with an application for relief under section 76A(13) or section 391 of the Singapore Companies Act in which the court refuses to grant him relief.

Subject to the Singapore Companies Act and every other Singapore statute for the time being in force concerning companies and affecting us, our constitution provides that each of our directors and officers and those of our subsidiaries and affiliates shall be entitled to be indemnified by us or such subsidiary against any liability incurred by him or her arising out of or in connection with any acts, omissions or conduct, actual or alleged, by such individual acting in his or her capacity as either director, officer, secretary or employee of us or the relevant subsidiary, except to such extent as would not be permitted under applicable Singapore laws or which would otherwise result in such indemnity being void in accordance with the provisions of the Singapore Companies Act.

We may indemnify our directors and officers against costs, charges, fees, expenses and liabilities that may be incurred by any of them in defending any proceedings (whether civil or criminal) relating to anything done or omitted or alleged to be done or omitted by such person acting in his or her capacity as a director, officer or employee of our Company, in which judgment is given in his or her favor, or in which he or she is acquitted or in which the courts have granted relief pursuant to the provisions of the Singapore Companies Act or other applicable statutes, provided that such indemnity shall not extend to any liability which by law would otherwise attach to him or her in respect of any negligence, default, breach of duty or breach of trust in relation to our Company, or which would otherwise result in such indemnity being voided under applicable Singapore laws. No director or officer of our Company shall be liable for any acts, omissions, neglects, defaults or other conduct of any other director or officer, and to the extent permitted by Singapore law, our Company shall contribute to the amount paid or payable by a director or officer in such proportion as is appropriate to reflect the relative fault of such director or officer, taking into consideration any other relevant equitable considerations, including acts of other directors or officers and our Company, and the relative fault of such parties in respect thereof.

In addition, subject to the Singapore Companies Act and every other Singapore statute for the time being in force concerning companies and affecting our Company, no director, managing director or other officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense incurred by us, through the insufficiency or deficiency of title to any property acquired by order of the directors for us or for the insufficiency or deficiency of any security upon which any of our moneys are invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited, or any other loss, damage or misfortune which happens in the execution of his duties, unless the same happens through his own negligence, default, breach of duty or breach of trust.

We expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Number	Description
3.1	Memorandum and Articles of Association (Incorporated by reference to the Company's Registration Statement on Form F-1 (Registration No. 333-257700), initially filed with the SEC on July 6, 2021, as amended)
4.1	Employee Share Option Scheme 2018. (Incorporated herein by reference to the Company's Form 20-F Annual Report (File No. 001-41353), filed with the SEC on May 13, 2022)
4.2	Employee Share Option Scheme 2023 (Filed herewith)
5.1	Opinion of Allen & Gledhill LLP (Filed herewith)
23.1	Consent of Marcum LLP (Filed herewith)
23.2	Consent of Allen & Gledhill (included in Exhibit 5.1)
24.1	Powers of Attorney (included on signature page)
107	Filing Fee Table (Filed herewith)

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement

(i) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, on June 22, 2023.

Genius Group Limited

By: /s/ Roger James Hamilton.

Roger James Hamilton
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Roger James Hamilton his true and lawful attorney-in-fact, with full power of substitution and resubstitution for him and in his name, place and stead, in any and all capacities to sign any and all amendments including post-effective amendments to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, hereby ratifying and confirming all that said attorney-in-fact or his substitute, each acting alone, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

By: /s/ Roger James Hamilton
Roger James Hamilton
Chief Executive Officer and Chairman of the Board of Directors
(Principal Executive Officer)

June 22, 2023

By: /s/ Erez Simha June 22, 2023
Erez Simha
Chief Financial Officer
(Principal Financial and Accounting Officer)

By: /s/ Suraj Naik June 22, 2023
Suraj Naik
Chief Technology Officer and Director

By: /s/ Tim Murphy June 22, 2023
Tim Murphy
Director

By: /s/ Ravinder Karwal June 22, 2023
Ravinder Karwal
Chief Revenue Officer

By: /s/ Sandra Morrell June 22, 2023
Sandra Morell
Director

By: /s/ Patrick Grove June 22, 2023
Patrick Grove
Director

By: /s/ Nic Lim June 22, 2023
Nic Lim
Director

By: /s/ Anna Gong June 22, 2023
Anna Gong
Director

By: /s/ Richard J. Berman June 22, 2023
Richard J. Berman
Director

RULES OF THE

GENIUS GROUP LIMITED EMPLOYEE SHARE OPTION SCHEME

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GENIUS GROUP LIMITED - EMPLOYEE SHARE OPTION SCHEME**1. Name of the ESOS**

The ESOS shall be called the "Genius Group Limited Employee Share Option Scheme".

2. Definitions

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

<i>Act</i>	The Companies Act (Cap 50) of Singapore as amended, modified or supplemented from time to time.
<i>Associated Company</i>	Any company outside the Group in which the Company and/or Group has an equity interest.
<i>Auditors</i>	The auditors of the Company for the time being.
<i>Board</i>	The board of directors of the Company.
<i>Business Day</i>	A day (other than Saturdays, Sundays or gazetted public holidays) on which banks are open for business in Singapore.
<i>Committee</i>	The compensation committee of the Company, or such other committee comprising directors of the Company, duly authorised and appointed by the Board to administer the ESOS.
<i>Company</i>	Genius Group Limited, a company incorporated under the laws of Singapore with registration number 201541844C.
<i>Constitution</i>	Means the Constitution of the Company (as may be in force from time to time).
<i>Date of Grant</i>	Means the date on which the Option is granted under Rule 7.
<i>Director</i>	A person holding office as a director for the time being of the Company and/or its Subsidiaries, as the case may be.

Eligible Employees	<p>Any of the employees in the following companies:</p> <ol style="list-style-type: none"> 1. GeniusU Web Services Private Ltd, a company incorporated under the laws of India with registration number UN2900GJ2014PTC081013; 2. Entrepreneurs Institute Australia Pty Ltd, a company incorporated under the laws of Australia with registration number ABN 51163274940; 3. Genius Group Limited, a company incorporated under the laws of Singapore with registration number 201541844C; 4. Genius Group USA Inc, a company incorporated under the laws of Delaware with registration number 883748550; 5. Genisu Limited, a company incorporated under the laws of Singapore with registration number 201932790Z; 6. Wealth Dynamics Pte Ltd, a company incorporated under the laws of Singapore with registration number 201111528G; 7. Talent Dynamics Pathway Limited, a company incorporated under the laws of United Kingdom with registration number 7366851; 8. Entrepreneur Resorts Ltd and Subsidiaries, a company incorporated under the laws of Seychelles with registration number 194139; 9. University of Antelope Valley, a company incorporated under the laws of United States of America with registration number 03427500; 10. Property Investors Network Ltd, a company incorporated under the laws of United Kingdom with registration number 8166332; 11. Mastermind Principles Ltd, a company incorporated under the laws of United Kingdom with registration number 07106363; 12. Education Angels In Home Childcare Limited, a company incorporated under the laws of New Zealand with registration number 9429042447597;
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	<p>13. E Squared Education Enterprise and Subsidiaries, a company incorporated under the laws of South Africa with registration number 2002/020554/07;</p> <p>14. Revealed Films Inc, a company incorporated under the laws of United States of America with registration number 10716315-0143.</p>
ESOS	This Genius Group Limited Employee Share Option Scheme, as amended from time to time.
Executive Director	A director of the Company and/or its Subsidiaries, as the case may be, who performs an executive function within the Company or the relevant Subsidiary, as the case may be.
Exercise Price	The price at which a Participant shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 9, as adjusted in accordance with Rule 10.
Grantee	A person to whom an offer of an Option is made.
Group	The Company, its Subsidiaries, and any Eligible Company.
Group Employee	Any confirmed employee of the Group (including any Executive Director) selected by the Committee to participate in the ESOS in accordance with Rule 4.
Non-Executive Director	A director of the Company and/or its Subsidiaries, as the case may be, other than an Executive Director but including the independent Directors of the Company.
Offer Date	The date on which an offer to grant an Option is made pursuant to the ESOS.
Offeree	The person to whom an offer of an Option is made.
Option	The right to subscribe for Shares granted or to be granted to a Group Employee pursuant to the ESOS and for the time being subsisting.

<i>Option Period</i>	The period for the exercise of an Option, being ten (10) years from the Date of Grant, subject to Rules 11 and 15 and any other conditions as may be introduced by the Committee from time to time, as long as the Eligible Employee is employed by the relevant company or 90 days after termination of his employment agreement (for the avoidance of doubt, where such 90 th day falls on a weekend or public holiday of the country where the relevant company had hired the said Eligible Employee, then the next working day in that particular country shall be deemed to apply instead).
<i>Participant</i>	The holder of an Option.
<i>Record Date</i>	The date as at the close of business on which the Shareholders must be registered in order to participate in any dividends, rights, allotments or other distributions.
<i>Rules</i>	Rules of this ESOS.
<i>US\$</i>	United States Dollars.
<i>Shareholders</i>	The registered holders of Shares.
<i>Shares</i>	Ordinary shares of US\$ in the capital of the Company, with such rights and obligations as set out in the Constitution.
<i>Subsidiaries</i>	Companies which are for the time being subsidiaries of the Company as defined by section 5 of the Act; and "Subsidiary" means each of them.
<i>Vesting Schedule</i>	4 year vesting, with 1 year cliff, and quarterly vesting thereafter up to the 4 th year
<i>%</i>	Per centum

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

2.3 Any reference to a time or date is a reference to the time and date in Singapore.

- 2.4 Any reference in the ESOS to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under any statutory modification thereof and used in the ESOS shall have the meaning assigned to it under statutory modification.

3. Objectives of the ESOS

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

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

- (a) the motivation of each Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) the retention of key employees and Executive Directors of the Group whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to instil loyalty to, and a stronger identification by the Participants with the long-term prosperity of the Company;
- (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders; and
- (e) to align the interests of the Participants with the interests of the Shareholders.

4. Eligibility of participants

4.1 The following persons shall be eligible to participate in the ESOS at the absolute discretion of the Committee:

- (a) Employees of the Company and its Subsidiaries
 - (i) confirmed full-time employees of the Company and/or its Subsidiaries who have attained the age of twenty-one on or before the Offer Date;
 - (ii) Directors of the Company and/or its Subsidiaries who perform an executive function, provided that any Director who is a member of the Committee shall not be involved in the Committee's deliberations and decisions in respect of Options to be granted to or held by that Director;
 - (iii) employees who qualify under sub-paragraph (i) above and are seconded to a company in an Associated Company; and
 - (iv) Controlling Shareholders or their Associates, provided that:
 - (A) they have been instrumental in contributing and spearheading the growth of the business operations of our Group;
 - (B) their participation in the ESOS and the actual number and the terms of the Options to be granted are specially approved by the Committee in a separate resolution for each such person;
 - (C) a letter or notice of participation proposing such a resolution is provided, with clear rationale for the proposed participation by such Controlling Shareholders or their Associates. This letter or notice to the Committee shall also include a clear rationale for the number and terms (including the Exercise Price) of the Options to be granted; and

(D) Such Controlling Shareholder and Associate shall abstain from voting on any resolution in relation to his participation in the ESOS, the actual number and terms of Options to be granted and the grant of Options to him.

(b) Associated Company Employee

(i) confirmed full-time employees of an Associated Company who have attained the age of twenty-one on or before the Offer Date;

(ii) directors of an Associated Company who perform an executive function; and

(iii) non-executive directors of an Associated Company.

4.2 For the purposes of paragraphs (a)(i) and (b)(i) above, the secondment of an employee to another company shall not be regarded as a break in his employment or his having ceased by reason only of such secondment to be a full-time employee of the Group.

4.3 There shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by any other companies within the Group or by any Associated Company or otherwise.

4.4 Subject to the Act, the terms of eligibility for participation in the ESOS may be amended from time to time at the absolute discretion of the Committee, which will be exercised judiciously.

5. Maximum entitlement

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

6. Limitation on size of the ESOS

The aggregate nominal amount of Shares over which the Committee may grant Options on any date, when added to the nominal amount of Shares issued and issuable in respect of all Options granted under the ESOS shall not exceed 10% of the issued share capital of the Company on the day immediately preceding the Offer Date of the Option.

7. Offer date

7.1 The Committee may, save as provided in Rule 4, Rule 5 and Rule 6, offer to grant Options to such Grantees as it may select in its absolute discretion at any time during the period when the ESOS is in force.

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

8. Acceptance of offer

8.1 An Option offered to a Grantee pursuant to Rule 7 may only be accepted by the Grantee within 1 month after the relevant Offer Date and not later than 5:00 p.m. on the aforesaid deadline by completing, signing and returning to the Company the Acceptance Form in the form or substantially in the form set out in Schedule B, subject to such modification as the Committee may from time to time determine, accompanied by payment of US\$1.00 as consideration. If, at the date on which the Company receives from the Grantee the Acceptance Form in respect of the Option as aforesaid, he remains eligible to participate in the ESOS in accordance with these Rules.

8.2 If a grant of an Option is not accepted strictly in the manner as provided in this Rule 8, such offer shall, upon the expiry of the aforesaid 1 month period, automatically lapse and shall forthwith be deemed to be null and void and be of no effect.

- 8.3 The Company shall be entitled to reject any purported acceptance of a grant of an Option made pursuant to this Rule 8 or Exercise Notice given pursuant to Rule 12 which does not strictly comply with the terms of the ESOS.
- 8.4 Options are personal to the Grantees to whom they are granted and shall not be sold, mortgaged, transferred, charged, assigned, pledged or otherwise disposed of or encumbered in whole or in part or in any way whatsoever without the Committee's prior written approval, but may be exercised by the Grantee's duly appointed personal representative(s) as provided in Rule 11.5 in the event of the death of such Grantee.
- 8.5 If a grant of an Option results in a contravention of any applicable law or regulation, such grant shall be null and void and be of no effect and the relevant Participant shall have no claim whatsoever against the Company.
- 8.6 Unless the Committee determines otherwise, an Option shall automatically lapse and become null, void and of no effect and shall not be capable of acceptance if:
- (a) it is not accepted in the manner as provided in Rule 8.1;
 - (b) the Grantee dies prior to his acceptance of the Option;
 - (c) the Grantee is adjudicated a bankrupt or enters into composition with his creditors prior to his acceptance of the Option;
 - (d) the Grantee being a Group Employee ceases to be in the employment of the Group or (being a Director) ceases to be a Director of the Company, in each case, for any reason whatsoever prior to his acceptance of the Option or prior to the full completion of the Vesting Schedule; or
 - (e) the Company is liquidated or wound-up prior to the Grantee's acceptance of the Option.

9. Exercise price

9.1 Subject to any adjustment pursuant to Rule 10, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Committee, in its absolute discretion, on the Date of Grant, at fair market value of the Shares calculated based on the closing price of the Shares on the New York Stock Exchange ("NYSE") at the end of the trading day of the NYSE prior to the grant date .

10. Alteration of capital

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

- (a) the Exercise Price in respect of the Shares, class and/or number of Shares comprised in the Options to the extent unexercised and the rights attached thereto; and/or
- (b) the class and/or number of Shares in respect of which additional Options may be granted to Participants may be adjusted in such manner as the Committee may determine to be appropriate including retrospective adjustments where such variation occurs after the date of exercise of an Option but the Record Date relating to such variation precedes such date of exercise and, except in relation to a capitalisation issue, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

10.2 Notwithstanding the provisions of Rule 10.1 above, no such adjustment shall be made (a) if as a result, the Participant receives a benefit that a Shareholder does not receive; and (b) unless the Committee after considering all relevant circumstances considers it equitable to do so.

- 10.3 Unless the Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition of any assets by the Company, will not be regarded as a circumstance requiring adjustment under the provisions of this Rule 10.
- 10.4 The restriction on the number of Shares to be offered to any Grantee under Rule 5 above, shall not apply to the number of additional Shares or Options over additional Shares issued by virtue of any adjustment to the number of Shares and/or Options pursuant to this Rule 10.
- 10.5 Upon any adjustment required to be made, the Company shall notify each Participant (or his duly appointed personal representative(s)) in writing and deliver to him (or, where applicable, his duly appointed personal representative(s)) a statement setting forth the new Exercise Price thereafter in effect and the class and/or number of Shares thereafter comprised in the Option so far as unexercised. Any adjustment shall take effect upon such written notification being given.

11. Option period

- 11.1 Options granted shall only be exercisable,, at any time, by a Participant within the Option Period or such earlier date as may be determined by the Committee, failing which all unexercised Options shall immediately lapse and become null and void and a Participant shall have no claim against the Company.
- 11.2 An Option shall, to the extent unexercised, immediately lapse and become null and void and a Participant shall have no claim against the Company:
 - (a) subject to Rules 11.33, 11.4 and 11.55, upon the Participant ceasing to be in the employment of the Company or any of the companies within the Group for any reason whatsoever;
 - (b) upon the bankruptcy of the Participant or the happening of any other event which result in his being deprived of the legal or beneficial ownership of such Option; or

- (c) in the event of misconduct on the part of the Participant, as determined by the Committee in its absolute discretion.

For the purpose of Rule 11.3(a), a Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

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

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

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

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

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

- 11.5 If a Participant dies and at the date of his death holds any unexercised Option, such Option may, at the absolute discretion of the Committee, be exercised by the duly appointed legal personal representative(s) of the Participant within the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.
- 11.6 If a Participant, who is also an Executive Director, ceases to be a Director for any reason whatsoever, he may, at the absolute discretion of the Committee, exercise any unexercised Option within the relevant Option Period and upon the expiry of such period, the Option shall immediately lapse and become null and void.

12. Exercise of Options

- 12.1 An Option may be exercised, in whole or in part, by a Participant giving notice in writing to the Company in the form or substantially in the form set out in Schedule C (the "Exercise Notice"), subject to such amendments as the Committee may from time to time determine. Every Exercise Notice must be accompanied by a remittance for the full amount of the aggregate Exercise Price in respect of the Shares which have been exercised under the Option, and any other documentation the Committee may require. All payments shall be made by cheque, cashier's order, bank draft or postal order made out in favour of the Company. An Option shall be deemed to be exercised upon the receipt by the Company of the abovementioned Notice duly completed and the receipt by the Company of the full amount of the aggregate Exercise Price in respect of the Shares which have been exercised under the Option.
- 12.2 In exercising an Option, a Participant may, if he wishes to, choose to sell his shares in the open market, and receive only the proceeds above the Exercise Price.
- 12.3 Any exercise of Options shall be subject to the following:
- (a) the Vesting Schedule;
 - (b) such consents or other actions required by any competent authority under any regulations or enactments for the time being in force as may be necessary; and

(c) compliance with the Rules, the Constitution of the Company, and the Company shall, as soon as practicable after the exercise of an Option by a Participant but in any event within 30 Business Days after the date of the exercise of the Option in accordance with Rule 12.1, allot the Shares in respect of which such Option has been exercised by the Participant and deliver to the Participant a share certificate representing the Shares in the name of the Participant within 30 Business Days from the date of such allotment.

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

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

13. Modifications to the ESOS

13.1 Any or all the provisions of the ESOS may be amended from time to time by resolution of the Committee, except that any modification or alteration which shall alter adversely the rights attaching to any Option granted prior to such modification or alteration and which in the opinion of the Committee, materially alters the rights attaching to any Option granted prior to such modification or alteration may only be made with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters (3/4) in nominal amount of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options. For the purposes of this Rule 13.1, the opinion of the Committee as to whether any modification or alteration would adversely alter the rights attaching to any Option shall be final and conclusive.

13.2 Notwithstanding anything to the contrary contained in Rule 13.1, the Committee may at any time by resolution (and without other formality, amend or alter the ESOS in any way to the extent necessary to cause the ESOS to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body.

13.3 Written notice of any modification or alteration made in accordance with this Rule 13 shall be given to all Participants.

14. Duration of the ESOS

14.1 The ESOS shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years, commencing on the date on which the ESOS is adopted by the Board. Subject to compliance with all applicable laws and regulations in Singapore, the ESOS may be continued beyond the above stipulated period with the approval of the Board and of any relevant authorities which may then be required.

14.2 The ESOS may be terminated at any time by the Board subject to all other relevant approvals which may be required and if the ESOS is so terminated, no further Options shall be offered by the Company hereunder.

14.3 The termination, discontinuance or expiry of the ESOS shall be without prejudice to the rights accrued to Options which have been granted and accepted as provided in Rule 8, whether such Options have been exercised (whether fully or partially) or not.

15. Winding up of the company

15.1 If, under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, Participants (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 11.1) shall notwithstanding Rules 11 and 12 but subject to Rule 15.4, be entitled to exercise any Option then held by them during the period commencing on the date upon which the compromise or arrangement is

sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Option Period relating thereto), whereupon any unexercised Option shall lapse and become null and void, Provided always that the date of exercise of any Option shall be before ten (10) years from the Offer Date.

- 15.2 If an order or an effective resolution is passed for the winding up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- 15.3 In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it dispatches such notice to each member of the Company give notice thereof to all Grantees (together with a notice of the existence of the provision of this Rule 15.3) and thereupon, each Grantee (or his personal representative(s)) shall be entitled to exercise all or any of his Options at any time not later than 2 Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the aggregate Exercise Price for the shares in respect of which the notice is given whereupon the Company shall as soon as possible and in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.
- 15.4 If in connection with the scheme referred to in Rule 15.1 above or the winding up referred to in Rule 15.3 above, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, which is not then exercisable, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 15.

15.5 To the extent that an Option is not exercised within the periods referred to in this Rule 15, it shall lapse and become null and void.

16. Administration of the ESOS

16.1 The ESOS shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board.

16.2 The Committee shall have the power, from time to time, to make or vary such regulations (not being inconsistent with the ESOS) for the implementation and administration of the ESOS as it thinks fit.

16.3 Any decision of the Committee, made pursuant to any provision of the ESOS (other than a matter to be certified by the Auditors), shall be final and binding (including any decisions pertaining to disputes as to the interpretation of the ESOS or any rule, regulation, or procedure thereunder or as to any rights under the ESOS).

16.4 A Director who is a member of the Committee shall not be involved in its deliberation in respect of Options to be granted to him.

17. Force majeure

The Group and any of its representatives shall not be liable for any failure to perform, or delay in performing, any obligation under this Agreement if the failure or delay results from any circumstance beyond its/their/his reasonable control. Any such affected party shall be entitled to a reasonable extension of the time for performing the relevant obligation.

18. Assignment

Except with the prior written consent of the Company, no party may assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it.

19. Further assurances

At its own cost, each party shall do anything that is required by law or may be reasonably necessary or desirable to implement and give effect to this Agreement.

20. Notices

20.1 Any notice to be given by between the Company and a Participant in connection with the ESOS must be in writing in English and signed by or on behalf of the party giving it. The notice must be addressed and delivered to the intended recipient by hand, by courier, or by email at the email address last notified by the intended recipient to the sender.

20.2 A notice is taken to be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier, or (ii) at the time of transmission if delivered by email. Where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following Business Day.

20.3 The addresses and email addresses of the parties for the purpose of Rule 20.1 are:

Company: Attention: Head of Investor Relations
Address: 8 Amoy Street, #01-01, Singapore 049950
Email: investor@geniusgroup.net

Participant: Per the Participant's details in his employment contract with the relevant company in the Group

20.4 Each party shall notify the other party in writing of a change to its details in Rule 20.3 from time to time.

21. Whole agreement

21.1 This ESOS sets out the whole agreement between the parties in respect of the subject matter of this ESOS and supersedes any previous draft, agreement, arrangement or

understanding, whether in writing or not, relating to its subject matter. It is agreed that:

- (a) no party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other party in relation to the subject matter of this ESOS that is not expressly set out in this ESOS;
- (b) any terms or conditions implied by law in any jurisdiction in relation to the subject matter of this ESOS are excluded to the fullest extent permitted by law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived;
- (c) the only right or remedy of a party in relation to any provision of this ESOS shall be for breach of this ESOS; and
- (d) except for any liability in respect of a breach of this ESOS, neither party shall owe any duty of care or have any liability in tort or otherwise to the other party in relation to the subject matter of this ESOS.

21.2 Nothing in this Rule 21 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

22. Waiver

22.1 No failure to exercise, or delay in exercising, any right under this ESOS or provided by law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this ESOS or provided by law shall not preclude any further exercise of it.

23. Variation

23.1 No variation of this ESOS shall be valid unless it is in accordance with Rule 13 above.

23.2 If this ESOS is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this ESOS;
- (b) the variation shall not affect any rights, obligations or liabilities under this ESOS that have already accrued up to the date of variation; and
- (c) the rights and obligations of the Parties under this ESOS shall remain in force, except as, and only to the extent that, they are varied.

24. Invalid terms

24.1 Each of the provisions of this ESOS is severable.

24.2 If and to the extent that any provision of this ESOS:

- (a) is held to be, or becomes, invalid or unenforceable under the law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this ESOS, nor the validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired as a result of this Rule 24.2.

24.3 The parties shall negotiate in good faith to amend or replace any invalid, void or unenforceable provision with a valid, binding and enforceable substitute provision or provisions, so that, after the amendment or replacement, the commercial effect of the ESOS is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

25. No third-party enforcement

A person who is not a party to this ESOS shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore to enforce any of its terms.

26. Terms of employment unaffected

26.1 The ESOS or any Option shall not form part of any contract of employment between the Company or any Subsidiary (as the case may be) and any Participant and the rights and obligations of any individual under the terms of the office or employment with such company within the Group shall not be affected by his participation in the ESOS or any right which he may have to participate in it or any Option which he may hold and the ESOS or any Option shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever.

26.2 The ESOS shall not confer on any person any legal or equitable rights (other than those constituting the Options themselves) against the Company or any Subsidiary directly or indirectly or give rise to any cause of action at law or in equity against the Company or any Subsidiary.

27. Taxes

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

28. Costs and expenses of the ESOS

Save for such costs and expenses expressly provided in the ESOS to be payable by the Participants, including but not limited to any relevant trading and/or exercise fees, all fees, costs and expenses incurred by the Company in relation to the ESOS including but not limited to the fees, costs and expenses relating to the allotment and issue of Shares pursuant to the exercise of any Option shall be borne by the Company.

29. Condition of option

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

30. Disclaimer of liability

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

31. [Deleted]

32. Governing law

The ESOS and any non-contractual obligations arising out of, or in connection with it, shall be governed by, and interpreted in accordance with, Singapore law.

33. Dispute Resolution

33.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (*SIAC*) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (*SIAC Rules*) for the time being in force, which rules are deemed to be incorporated by reference in this rule.

33.2 The seat of the arbitration shall be Singapore.

33.3 The Tribunal shall consist of one arbitrator.

33.4 The language of the arbitration shall be English.

33.5 The law for the arbitration agreement shall be Singapore law.

Schedule A - Genius Group Limited Employee Share Option Scheme (Letter of Offer)

Date: Serial No:

To: [Name]
[Designation]
[Address]

Private and Confidential

Dear Sir/Madam,

1. We have the pleasure of informing you that, pursuant to the Genius Group Limited Employee Share Option Scheme (**ESOS**), you have been nominated to participate in the ESOS by the Committee (the **Committee**) appointed by the Board of Directors of Genius Group Limited (the **Company**) to administer the ESOS. Terms as defined in the ESOS shall have the same meaning when used in this letter.
2. Accordingly, in consideration of the payment of a sum of US\$1.00, an offer is hereby made to grant you an option (the **Option**), to subscribe for and be allotted _____ Shares at the price of US\$ _____ for each Share.
3. The Option is personal, to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the prior written approval of the Committee.
4. The Option shall be subject to the terms of the ESOS, a copy of which is available for inspection at the business address of the Company. If you wish to accept the offer of the Option on the terms of this letter, please sign and return the enclosed Acceptance Form with a sum of US\$1.00 not later than 1 month from the date of this letter by 5:00 p.m. on the aforesaid deadline, failing which this offer will lapse.

Yours faithfully,

For and on behalf of
Genius Group Limited

Name:

Schedule B - Genius Group Limited Employee Share Option Scheme (Acceptance Form)

Date: Serial No:

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

Closing Date for Acceptance of Offer:	_____
Number of Shares Offered:	_____
Exercise Price for each Share:	US\$ _____
Total Amount Payable:	US\$ _____

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

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

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

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

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

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

Please print in block letters

Name in full : _____
Designation : _____
Address : _____
Nationality : _____
Signature : _____
Date :

Address : _____

Nationality : _____

ALLEN & GLEDHILL

From : Leonard Ching
leonard.ching@allenandgledhill.com

DID : +65 6890 7730
Fax : +65 6302 3111

Our reference : LCTP/1023003576
Your reference :

22 June 2023

Genius Group Limited
8 Amoy Street #01-01
Singapore 049950

Board of Directors of Genius Group Limited

Dear Sirs

GENIUS GROUP LIMITED (THE "COMPANY") – REGISTRATION STATEMENT ON FORM S-8

1. We have acted as Singapore legal counsel to the Company in connection with the preparation of the Company's Registration Statement on Form S-8 (the "**Registration Statement**") being filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "**Securities Act**"). The Registration Statement has been filed to register:
 - (a) 259,122 ordinary shares of the Company (the "**2019 and 2020 ESOP Shares**") to be issued pursuant to employee share options that had been granted, and which have been exercised, pursuant to the Company's Employee Share Option Plan adopted in 2018 (the "**2018 Plan**");
 - (b) 129,795 ordinary shares of the Company (the "**2021 ESOP Shares**") to be issued pursuant to employee share options that had been granted, and which have not been exercised, pursuant to the 2018 Plan;
 - (c) 45,207 ordinary shares of the Company (the "**RSU Grants to Employees and Directors**") to be issued pursuant to restricted share units granted to certain employees in accordance with the terms of their employment agreements;
 - (d) 347,745 ordinary shares of the Company (the "**2022 RSU Shares**") to be issued, subject to vesting, pursuant to restricted share units granted to certain employees in accordance with the terms of their employment agreements;
 - (e) 560,188 ordinary shares of the Company (the "**2022 Employee Option Shares**") to be issued, subject to vesting and/or exercise, pursuant to share options or awards granted to certain employees in accordance with the terms of their employment agreements; and

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Allen & Gledhill LLP (UEN/Registration No. T07LL0925F) is registered in Singapore under the Limited Liability Partnerships Act 2005 with limited liability. A list of the Partners and their professional qualifications may be inspected at the address specified above.

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- (f) 2,000,000 ordinary shares of the Company (the "**2023 ESOP Shares**") to be issued pursuant to employee share options that may be granted pursuant to the Company's Employee Share Incentive Plan adopted in 2023 (the "**2023 Plan**").

We have taken instructions solely from the Company. This opinion is being rendered solely to the Company in connection with the filing of the Registration Statement.

- 2. For the purpose of rendering this opinion, we have examined:
 - (a) a copy of each of the 2018 Plan and the 2023 Plan;
 - (b) a copy of the relevant employment agreements referred to in Paragraphs 1(d) and 1(e) above;
 - (c) a copy of the Registration Statement;
 - (d) a copy of the Constitution of the Company;
 - (e) a copy of the Certificate Confirming Incorporation of Company dated 2 July 2020 issued by the Accounting and Corporate Regulatory Authority of Singapore ("**ACRA**") confirming that the Company is a public company limited by shares;
 - (f) copies of the resolutions in writing of the board of directors of the Company dated 24 March 2022, 18 January 2023, 23 April 2023 and 5 May 2023 (the "**Board Resolutions**") and a copy of the resolutions of the Compensation Sub-Committee dated 19 January 2023 (the "**Sub-Committee Resolutions**");
 - (g) a copy of the Notice of Annual General Meeting (the "**2022 AGM**") dated 19 August 2022 (the "**Notice of AGM**") containing the resolutions of the Company's shareholders (the "**Shareholders**") to approve, among other things, issuances of shares and instruments (the "**Shareholders' Resolutions**", and together with the Board Resolutions and the Sub-Committee Resolutions, the "**Resolutions**");
 - (h) a copy of the minutes of the 2022 AGM dated 9 September 2022 evidencing that all of the Shareholders' Resolutions in the Notice of AGM have been duly passed; and
 - (i) such other documents as we have considered necessary or desirable in order that we may render this opinion.
- 3. Save as expressly provided in paragraph 5 of this legal opinion, we express no opinion whatsoever with respect to any agreement or document described in paragraph 2 of this legal opinion.
- 4. We have assumed:
 - (a) the correctness of all facts stated in all documents submitted to us;

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- (b) the genuineness of all signatures and seals on all documents and the completeness, and the conformity to original documents, of all copies submitted to us;
- (c) that copies of each of the Resolutions submitted to us for examination are true, complete and up-to-date copies and have not been modified, supplemented or superseded;
- (d) that the Resolutions have not been rescinded or modified and they remain in full force and effect and that no other resolution or other action has been taken which may affect the validity of the Resolutions;
- (e) that the appointment of any corporate representatives in relation to the Shareholders' approval obtained under the Shareholders' Resolutions had been validly authorised;
- (f) that the grants, acceptances and exercises of all employee share options and restricted share units referred to in this letter have been or will be validly made in accordance with the terms of the 2018 Plan, the 2023 Plan and the relevant employment agreements referred to in Paragraphs 1(c), 1(d) and 1(e) above (the "**Employment Agreements**");.
- (g) that the Company was converted into a public company on 31 July 2019 in accordance and in compliance with Section 31(2) of the Companies Act 1967 of Singapore;
- (h) that, save in respect of certain information relating to the number of existing issued shares of the Company which the Company has on 19 April 2023 informed us is being updated to take into account the conversion of certain convertible instruments, by way of additional filings with ACRA, (i) the information disclosed by the electronic searches made on 12 June 2023 (the "**ACRA Searches**") of the electronic records of the ACRA against the Company is true and complete, (ii) such information has not since then been materially altered, and (iii) the ACRA Searches did not fail to disclose any material information which has been delivered for filing but did not appear on the public file at the time of the ACRA Searches;
- (i) that where a document has been submitted to us in draft form, it will be executed in the form of that draft;
- (j) the numbers of ordinary shares to be issued in respect of the 2019 and 2020 ESOP Shares, the 2021 ESOP Shares, the RSU Grants to Employees and Directors, the 2022 RSU Shares, the 2022 Employee Option Shares and the 2023 ESOP Shares (together, the "**Registered Shares**") are consistent and in accordance with the commercial intent and in compliance with the provisions of the Employment Agreements, the Sub-Committee Resolutions, the Board Resolutions, the 2018 Plan and the 2023 Plan;
- (k) each of the 2018 Plan and the 2023 Plan has been validly adopted by the Company;

- (l) the board of directors of the Company or, as the case may be, such person(s) as authorised by the board of directors of the Company shall, before the allotment, issuance and delivery of the Registered Shares, resolve to approve the allotment, issuance and delivery of such number of Registered Shares in accordance with the provisions of the 2018 Plan, the 2023 Plan or, as the case may be, the Employment Agreements; and
 - (m) the Registered Shares will be issued either (i) pursuant to the Shareholders' Resolutions obtained at the 2022 AGM before the conclusion of the next Annual General Meeting of the Company subsequent to the date of this letter or the date by which the next Annual General Meeting of the Company subsequent to the date of this letter is required by law to be held, whichever is the earlier (the "**Shareholders' Resolutions Expiration Date**"); or (ii) in the event that the Registered Shares are issued after the Shareholders' Resolutions Expiration Date, pursuant to a further approval of the Shareholders validly obtained pursuant to Section 161 of the Companies Act 1967 of Singapore.
5. Based upon and subject to the foregoing, and subject to any matters or documents not disclosed to us, we are of the opinion that the Registered Shares to be issued by the Company pursuant to the Shareholders' Resolutions obtained at the 2022 AGM referred to in Paragraph 4(m) above and, in the event that the Registered Shares are to be issued after the Shareholders' Resolutions Expiration Date, assuming that a further approval of the Shareholders is validly obtained pursuant to Section 161 of the Companies Act 1967 of Singapore, will be duly authorised by the Company for allotment, issuance and delivery thereof by the Company and, when allotted, issued and delivered by the Company in accordance with and in compliance with the provisions of the 2018 Plan, the 2023 Plan or, as the case may be, the Employment Agreements, the Registered Shares will be validly issued, fully paid and non-assessable.
6. For the purposes of this opinion, we have assumed that the term "non-assessable" in relation to the Registered Shares offered means under Singapore law that holders of such shares, having fully paid up all amounts due on such shares as to the issue price thereon, are under no further personal liability to contribute to the assets or liabilities of the Company in their capacities purely as holders of such shares.
7. This opinion relates only to the laws of general application of the Republic of Singapore as published at the date hereof and as currently applied by the courts of the Republic of Singapore, and is given on the basis that it will be governed by and construed in accordance with the laws of the Republic of Singapore. We have made no investigation of, and do not express or imply any views on, the laws of any country other than the Republic of Singapore. In respect of the Registration Statement, we have assumed due compliance with all matters concerning the laws of all other jurisdictions other than the Republic of Singapore.

8. We hold ourselves out as only having legal expertise and our statements in this letter are made only to the extent that a law firm practising Singapore law in the Republic of Singapore, having our role in connection with the filing of the Registration Statement, would reasonably be expected to have become aware of relevant facts and/or to have identified the implications of those facts.
9. Our opinion is strictly limited to the matters stated herein and is not to be read as extending by implication to any other matter in connection with the filing of the Registration Statement or otherwise including, but without limitation, any other document signed in connection with the same. Subject to the foregoing, we consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to all references to us, if any, in the Registration Statement, and any amendments thereto. In giving such consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules or regulations promulgated thereunder. Further, save for the use of this opinion as an exhibit to the Registration Statement, this opinion is not to be circulated to, or relied upon by, any other person (other than persons entitled to rely on it pursuant to applicable federal securities laws in the United States, if applicable) or quoted or referred to in any public document or filed with any governmental body or agency without our prior written consent.
10. This opinion is given on the basis of the laws of the Republic of Singapore in force as at the date of this opinion and we undertake no responsibility to notify you of any change in the laws of the Republic of Singapore after the date of this opinion.

Yours faithfully

Allen & Gledhill LLP

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INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in the Registration Statement of Genius Group Limited on Form S-8, [FILE NO. 001-41353] of our report, which includes an explanatory paragraph as to the company's ability to continue as a going concern, dated June 5, 2023, with respect to our audits of the consolidated financial statements of Genius Group Limited and Subsidiaries as of December 31, 2022 and 2021 and for the years then ended, which report is included in this Annual Report on Form 20-F of Genius Group Limited for the year ended December 31, 2022.

Our report on the consolidated financial statements refers to a restatement of 2021 issued financial statements to correct a misstatement. Our opinion is not modified with respect to this matter.

/s/ Marcum llp

Marcum llp
Melville, New York
June 21, 2023

Calculation of Filing Fee Table
Form S-8
Genius Group Limited
(Exact Name of Registrant as Specified in its Charter)

Security Type	Security Class Title	Fee Calculation Rule	Amount registered ⁽¹⁾ (2)	Proposed maximum offering price per share ⁽³⁾	Maximum aggregate offering price ⁽³⁾	Fee Rate	Amount of registration fee ⁽³⁾⁽⁴⁾
Equity	Ordinary Shares, no par value	Rule 457(c) and 457(h)	3,342,057	\$ 0.70	\$ 2,339,440	\$ 0.0001102	\$ 258.00
Net Fee Due							\$ 258.00

- (1) This Registration Statement is being filed by Genius Group Limited relating to 3,342,057 Ordinary Shares which may be offered and sold pursuant to the Employee Share Option Scheme 2018, Employee Share Option Scheme 2023, and Services Agreements. No additional registration fee is required for the shares registered on this Registration Statement pursuant to Rule 457(h)(3).
- (2) Also registered hereby are such additional and indeterminate number of Ordinary Shares as may be issuable under the plan by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares, or other similar change affecting the outstanding Ordinary Shares.
- (3) Estimated solely for the purpose of calculating the registration fee which was computed in accordance with Rule 457(c) and Rule 457(h)(1) under the Securities Act of 1933, as amended, on a basis of the average of the high and low sales prices of the Ordinary Shares last reported on the NYSE American on June 21, 2023.