

**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)

Singapore

(State or Other Jurisdiction of
Incorporation or Organization)

**8 Amoy Street #01-01,
Singapore**

(Address of Principal Executive Offices)

Not Applicable

(IRS Employer
Identification No.)

049950

(Zip Code)

**Genius Group Limited
Employee Share Option Scheme 2023
Employee Share Scheme 2024
Services Agreements**

(Full Title of the Plan)

**Roger James Hamilton, Chief Executive Officer
C/O**

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

(Name and Address of Agent For Service)

516-217-6379

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
Non-accelerated filer

☐
☒

Accelerated filer
Smaller reporting company
Emerging growth company

☐
☒
☒

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 ☐

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 10,000,000 shares of the Common Stock of the Company, No par value per share (the “Common Stock”), issuable under the Incentive Plans and multiple services agreements

GENIUS GROUP LIMITED

Genius Group Limited Employee Share Option Scheme 2023 (the “2023 Incentive Plan”), the Genius Group Limited Employee Share Scheme 2024 (the “2024 Incentive Plan” and collectively with the 2023 Incentive Plan the “Incentive Plans”)

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 Incentive Plans and the Services Agreements.

This Registration Statement includes a pool of an additional 3,000,000 shares under 2023 Incentive Plan and a pool of 7,000,000 shares under 2024 Incentive Plan 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. 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.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information. The Company is registering a pool of an additional 3,000,000 ordinary shares under the 2023 Incentive Plan and a pool of 7,000,000 ordinary shares under the 2024 Incentive Plan 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. The purpose of the Incentive Plans is to provide ordinary shares to employees, officers and directors to the Company as a form of compensation and also to issue equity awards as possible incentives and for employee retention purposes. These plans are not subject to ERISA and are administered by the Company’s Compensation Committee. The Incentive Plans do not have a fixed term but may be terminated at any time by the Committee or the Company’s shareholders. The Incentive Plans contain clawback provisions consistent with the Company’s Clawback provision. The Incentive Plans are deemed qualified under Section 401 of the IRS Code to the extent applicable. 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. As the Company is a foreign private issuer incorporated in Singapore, each recipient hereunder is encouraged to reach out to their own advisors as to the tax effects of a grant to such recipient under the Incentive Plan in the jurisdiction(s) in which such recipient is subject to taxation.

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;

- 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.

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 Jolie Kahn, Esq., 12 E. 49th Street, 11th floor, New York, NY 10017.

The Offering

Outstanding Ordinary Shares	97,495,213 Ordinary Shares outstanding as of February 22, 2024.
Ordinary Shares Offered	Up to 10,000,000 Ordinary Shares issued to officers and employees of the Company under the Incentive Plans.
Proceeds	We will not receive any proceeds from the sale of our Ordinary Shares by the Selling Shareholders.
Risk Factors	The securities offered hereby are speculative and involve a significant degree of risk. See “Risk Factors” below.
NYSE American	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 as further amended; and our other public filings made with the SEC which are incorporated by reference into this prospectus.

Item 2. Registrant Information and Employee Plan Annual Information.

Each participant may receive and have available to them without charge, upon written or oral request, of the documents incorporated by reference in Item 3 of Part II of this registration statement, and these documents are incorporated by reference in this Section 10(a) prospectus. Also available without charge, upon written or oral request, are all other documents required to be delivered to employees pursuant to Rule 428(b) (§230.428(b)). The request should be directed to:

Genius Group Limited
c/o Roger Hamilton, Chief Executive Officer
8 Amoy Street, #01-01
Singapore 049950
Tel: +65 8940 1200

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PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

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](#) and [August 4, 2023](#);
- (ii) Our Form 6-K Current Reports filed on [June 7, 2023](#), [June 8, 2023](#), [June 9, 2023](#), [June 15, 2023](#), [June 21, 2023](#), [June 26, 2023](#), [June 28, 2023](#), [June 28, 2023](#), [July 7, 2023](#), [July 11, 2023](#), [July 14, 2023](#), [July 27, 2023](#), [July 27, 2023](#), [July 28, 2023](#), [August 3, 2023](#), [August 4, 2023](#), [August 7, 2023](#), [August 11, 2023](#), [August 17, 2023](#), [August 28, 2023](#), [September 5, 2023](#), [September 5, 2023](#), [September 7, 2023](#), [September 8, 2023](#), [September 15, 2023](#), [September 19, 2023](#), [September 20, 2023](#), [September 25, 2023](#), [September 28, 2023](#), [September 29, 2023](#), [October 5, 2023](#), [October 6, 2023](#), [October 12, 2023](#), [October 16, 2023](#), [October 18, 2023](#), [October 20, 2023](#), [October 25, 2023](#), [November 3, 2023](#), [November 6, 2023](#), [November 16, 2023](#), [December 11, 2023](#), [December 15, 2023](#), [December 15, 2023](#), [December 19, 2023](#), [December 21, 2023](#), [January 12, 2024](#), [January 17, 2024](#) and [February 14, 2024](#);
- (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 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

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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.

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LEGAL MATTERS

The validity of the securities being offered herein has been passed upon for us by Joseph Lopez LLP.

EXPERTS

The consolidated financial statements of Genius Group Limited and subsidiaries as of December 31, 2022 and 2021, have been audited by Marcum LLP, independent registered public accounting firm, as set forth in their reports incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

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.

You may also request all information free of charge from the Company at:

Genius Group Limited
c/o Roger Hamilton, Chief Executive Officer
8 Amoy Street, #01-01
Singapore 049950
Tel: +65 8940 1200

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Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Number	Description
3.1	<u>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)</u>
4.1	<u>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)</u>
4.2	<u>Employee Share Option Scheme 2023 (Filed herewith)</u>
4.3	<u>Employee Share Scheme 2024 (Filed herewith)</u>
5.1	<u>Opinion of Joseph Lopez LLP (Filed herewith)</u>
23.1	<u>Consent of Marcum LLP (Filed herewith)</u>
23.2	<u>Consent of Joseph Lopez LLP (included in Exhibit 5.1)</u>
24.1	<u>Powers of Attorney (included on signature page)</u>
107	<u>Filing Fee Table (Filed herewith)</u>

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

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(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.

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.

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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.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:

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.

II-6

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 March 1, 2024.

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: <u>/s/ Roger James Hamilton</u> Roger James Hamilton Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	March 1, 2024
By: <u>/s/ Jeremy Harris</u> Jeremy Harris Chief Financial Officer (Principal Financial and Accounting Officer)	March 1, 2024
By: <u>/s/ Suraj Naik</u> Suraj Naik Chief Technology Officer and Director	March 1, 2024
By: <u>/s/ Salim Ismail</u> Salim Ismail Director	March 1, 2024
By: <u>/s/ Eric Pulier</u> Eric Pulier Director	March 1, 2024
By: <u>/s/ Richard J. Berman</u> Richard J. Berman Director	March 1, 2024

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:

Act	The Companies Act (Cap 50) of Singapore as amended, modified or supplemented from time to time.
Associated Company	Any company outside the Group in which the Company and/or Group has an equity interest.
Auditors	The auditors of the Company for the time being.
Board	The board of directors of the Company.
Business Day	A day (other than Saturdays, Sundays or gazetted public holidays) on which banks are open for business in Singapore.
Committee	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.
Company	Genius Group Limited, a company incorporated under the laws of Singapore with registration number 201541844C.
Constitution	Means the Constitution of the Company (as may be in force from time to time).
Date of Grant	Means the date on which the Option is granted under Rule 7.
Director	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 : _____

Schedule C - Genius Group Limited Employee Share Option Scheme (Form of Exercise of Option)

Total number of ordinary shares of US\$_____ each (the <i>Shares</i>) offered at US\$_____ for each Share (the <i>Exercise Price</i>) under the ESOS on _____ (Date of Grant)	:	_____
Number of Shares previously allotted thereunder	:	_____
Outstanding balance of Shares to be allotted thereunder	:	_____
Number of Shares now to be subscribed	:	_____

To: The Committee,
Genius Group Limited

1. Pursuant to your Letter of Offer dated _____ and my acceptance thereof, I hereby exercise the Option to subscribe for _____ Shares in Genius Company Limited at US\$ _____ for each Share.
2. I enclose a *cheque/cashiers order/banker's draft/postal order no. _____ for US\$ _____ by way of subscription for the total number of the said Shares.
3. I agree to subscribe for the said Shares subject to the terms of the Letter of Offer, the Genius Group Limited Employee Share Option Scheme and the Constitution of the Company.
4. I declare that I am subscribing for the said Shares for myself and not as a nominee for any other person.
5. I request the Company to allot and issue the Shares in my name.

Please print in block letters

Name in full : _____

Designation : _____

Address : _____
Nationality : _____

RULES OF THE
GENIUS GROUP LIMITED
RESTRICTED SHARE PLAN

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GENIUS GROUP LIMITED – RESTRICTED SHARE PLAN

1. **Name of the Plan**
- The Plan shall be called the “**Genius Group Limited Restricted Share Plan**” (herein referred to as the “**PLAN**”).
2. **Definitions**
- 2.1 In the PLAN, 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>Award</i> | An award of Shares granted under Rule 5. |
| <i>Award Date</i> | In relation to an Award, the date on which the Award is granted pursuant to Rule 5. |
| <i>Award Letter</i> | The letter confirming the grant of an Award to a Participant by the Committee, in the form or substantially in the form set out in Schedule A. The Award Letter shall specify the terms, including the date or dates on which the RSU (as defined below) shall become fully vested and non-forfeitable. |
| | The Acknowledgement Form referred to in the Award Letter shall be in the form or substantially in the form set out in Schedule B. |
| <i>Board</i> | The board of directors of the Company. |

Business Day

A day (other than Saturdays, Sundays or gazetted public holidays) on which banks are open for business in Singapore.

Clawback Determination Date	Has the meaning given to it in Rule 7.9.4.
Clawback Notification Date	Has the meaning given to it in Rule 7.9.4(a).
Clawback Period	Has the meaning given to it in Rule 7.9.2(b).
Clawback Right	Has the meaning given to it in Rule 7.9.2(b).
Committee	The compensation committee of the Company, comprising directors of the Company, duly authorised and appointed by the Board to administer the PLAN.
Communication	An Award, including the Award Letter, the Release Letter, and/or any correspondence made or to be made under the Plan (individually or collectively).
Company	Genius Group Limited, a company incorporated under the laws of Singapore with registration number 201541844C.
Constitution	Means the Constitution of the Company (as may be in force from time to time).
Director	A person holding office as a director for the time being of the Company and/or its Subsidiaries, as the case may be.

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Eligible Employees

Any of the employees in the following companies:

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;
13. E Squared Education Enterprise and Subsidiaries, a company incorporated under the laws of South Africa with registration number 2002/020554/07;
14. Revealed Films Inc, a company incorporated under the laws of United States of America with registration number 10716315-0143.

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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.

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 PLAN in accordance with Rule 4.

Market Value	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 on the Vesting Date
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.
Participant	The holder of an Award (including, where applicable, the executor or personal representative of such holder).
Performance Condition	In relation to a Performance-related Award, the condition specified on the Award Date in relation to that Award.
Performance Period	In relation to a Performance-related Award, a period, the duration of which is to be determined by the Committee on the Award Date, during which the Performance Condition(s) is (are) to be satisfied.
Performance-related Award	An award in relation to which a Performance Condition(s) is(are) specified.
PLAN	This Genius Group Limited – Restricted Share Plan, as amended from time to time.

Record Date	The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to, or rights of, holders of Shares.
Release	In relation to an Award, the release of all or some of the RSU to which that Award relates in accordance with the Plan and, to the extent that any RSU which are the subject of the Award are not released pursuant to the Plan, the Award in relation to those shares shall lapse accordingly and “Released” shall be construed accordingly.
Release Letter	A letter in such form as the Committee shall approve specifying the number of RSU Released or to be Released to a Participant pursuant to Rule 7.
Release Schedule	In relation to an Award, a schedule (if any) in such form as the Committee shall approve, in accordance with which Shares which are the subject of that Award shall be Released.
Release Value	In relation to Released RSU, has the meaning given to it in Rule 7.9.4(b)(ii).
Released Award	An Award which has been Released in full or in part in accordance with Rule 7.
Released Shares	Has the meaning given to it in Rule 7.9.2(b).
Restricted Share Unit / RSU	The Committee, in its sole discretion, shall determine whether to grant Restricted Share Units (“RSU”) and the number of RSU to be granted to each Participants.
Retention Period	In relation to an Award, such period commencing on the Vesting Date in relation to that Award as may be determined by the Committee on the Award Date.
Rules	Rules of this PLAN.
Shareholders	The registered holders of Shares.
Shares	Ordinary shares of US\$ in the capital of the Company, with such rights and obligations as set out in the Constitution.

Subsidiaries	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.
US\$	United States Dollar
Vesting	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “Vest” and “Vested” shall be construed accordingly.
Vesting Date	In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares are to be Vested pursuant to Rule 7.
Vesting Period	In relation to an Award, each period (if any), the duration of which is to be determined by the Committee on the Award Date, after the expiry of which the relevant number of Shares which are subject to the applicable period shall be Vested to the relevant Participant on the relevant Vesting Date, subject to Rule 7.
Year	Calendar year, unless otherwise stated.
%	Per centum

- 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 PLAN 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 PLAN shall have the meaning assigned to it under statutory modification.

3. Objectives of the PLAN

The PLAN 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 PLAN, to participate in the equity of the Company.

The PLAN 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 PLAN 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 PLAN 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 and hold such service grade as may be designated by the Committee from time to time;
 - (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 PLAN and the number of Shares and the terms of the Award to be released 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 of Shares and terms of the Award to be released; and
 - (D) Such Controlling Shareholder and Associate shall abstain from voting on any resolution in relation to his participation in the PLAN, the number of Shares and terms of the Award to be released to him/her.

- (b) Associated Company Employee
 - (i) confirmed full-time employees of an Associated Company who have attained the age of twenty-one on and hold such service grade as may be designated by the Committee from time to time;
 - (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 Rules 4.1(a)(i) and 4.1(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 PLAN may be amended from time to time at the absolute discretion of the Committee, which will be exercised judiciously.

5. Grant of Awards

- 5.1 Subject as provided in Rule 8, the Committee may grant Awards to eligible Group Employees, Associated Company Employees and/or Non-Executive Directors, in each case, as the Committee may select, in its absolute discretion, at any time during the period when the Plan is in force.
- 5.2 (a) The number of Shares which are the subject of each Award to be granted to a Group Employee and/or an Associated Company Employee in accordance with the Plan shall be determined at the absolute discretion of the Committee, which shall take into account such criteria as it considers fit, including (but not limited to) his service grade, job performance, years of service and potential for future development, his contribution to the success and development of the Group and (in the case of a Performance-related Award) the extent of effort and difficulty with which the Performance Condition(s) may be achieved within the Performance Period.

(b) The number of Shares which are the subject of each Award to be granted to a Director in accordance with the Plan shall be determined at the absolute discretion of the Committee, which shall take into account criteria as it considers fit, including (but not limited to) his board and committee appointments and attendance, and his contribution to the success and development of the Group.

- 5.3 No Performance-related Awards may be granted to Non-Executive Directors under the Plan.

- 5.4 The Committee shall decide in relation to an Award:

- (a) the Participant;
- (b) the Award Date;
- (c) the number of Shares which are the subject of the Award;
- (d) in the case of a Performance-related Award:
 - (i) the Performance Condition(s);
 - (ii) the Performance Period; and
 - (iii) the extent to which the Shares which are the subject of that Award shall be Released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period;
- (e) the Vesting Period(s), if any;
- (f) the Vesting Date(s);

- (g) the Release Schedule, if any;
- (h) the Retention Period in relation to any or all of the Shares comprised in the Award, if any; and
- (i) any other condition which the Committee may determine in relation to that Award.

- 5.5 As soon as reasonably practicable after making an Award, the Committee shall send to each Participant an Award Letter confirming the Award and specifying in relation to the Award:

- (a) the Award Date;
- (b) the number of Shares which are the subject of the Award;
- (c) in the case of a Performance-related Award:
 - (i) the Performance Condition(s);
 - (ii) the Performance Period; and
 - (iii) the extent to which the Shares which are the subject of that Award shall be Released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period;
- (d) the Vesting Period(s), if any;
- (e) the Vesting Date(s);
- (f) the Release Schedule, if any;
- (g) the Retention Period in relation to any or all of the Shares comprised in the Award, if any; and

- (h) any other condition which the Committee may determine in relation to that Award.

- 5.6 Participants are not required to pay for the grant of Awards.

- 5.7 The Committee may amend or waive the Vesting Period(s), the Vesting Date(s), the Release Schedule, the Retention Period and/or any condition applicable to an Award and, in the case of a Performance-related Award, the Performance Period, the Performance Condition(s) and/or the extent to which the Shares which are the subject of that Award shall be Released on the Performance Condition(s) being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period in respect of that Award:

(a) in the event of:

- (ii) 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 being approved by shareholders of the Company and/or sanctioned by the court under the Act;
- (iii) an order being made or a resolution passed for the winding-up of the Company (other than as provided in Rule 6.1(a) or for reconstruction or amalgamation); or
- (iv) a proposal to sell all or substantially all of the assets of the Company; or

(b) in the case of a Performance-related Award, if anything happens which causes the Committee to conclude that:

- (i) a changed Performance Condition would be a fairer measure of performance, and would be no less difficult to satisfy; or
- (ii) a Performance Condition should be waived,

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and shall notify the Participants of such change or waiver.

- 5.8 An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred (other than to a Participant's personal representative, on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award without the prior approval of the Committee, that Award or Released Award shall immediately lapse.

6. Events Prior to the Vesting Date

- 6.1 An Award shall, to the extent not yet Released, immediately lapse without any claim whatsoever against the Company in the following events:

- (a) an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency;
- (b) the misconduct on the part of the Participant as determined by the Committee in its discretion; or
- (c) subject to Rule 6.2(b), where the Participant is a Group Employee or an Associated Company Employee, upon the Participant ceasing to be in the employment of the Group or the relevant Associated Company, as the case may be, for any reason whatsoever.

For the purposes of Rule 6.1(c), the 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 is withdrawn prior to its effective date.

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- 6.2 In any of the following events, namely:

- (a) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of an Award;
- (b) where the Participant, being a Group Employee or an Associated Company Employee, ceases to be in the employment of the Group or the relevant Associated Company, as the case may be, by reason of:
 - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (ii) redundancy;
 - (iii) retirement at or after the legal retirement age;
 - (iv) retirement before the legal retirement age with the consent of the Committee;
 - (v) the company by which he is employed ceasing to be a company within the Group or an Associated Company, as the case may be, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or to an Associated Company, as the case may be;
 - (vi) his transfer to any entity, body or corporation at the direction of the Company or, as the case may be, the relevant Associated Company;
 - (vii) (where applicable) his transfer of employment from the Group to an Associated Company or vice versa; or
 - (viii) any other event approved by the Committee;

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then the Committee may, in its absolute discretion, preserve all or any part of any Award and decide as soon as reasonably practicable following such event either to Vest some or all of the Shares which are the subject of any Award or to preserve all or part of any Award until the end of the Performance Period (if any) and/or each Vesting Period (if any) and subject to the provisions of the Plan. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by the Participant, the proportion of the Vesting Period(s) which has (have) elapsed and, in the case of a Performance-related Award, the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition(s) has (have) been satisfied.

6.3 Without prejudice to the provisions of Rule 5.7, if before the Vesting Date, any of the following occurs:

- (a) 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 being approved by shareholders of the Company and/or sanctioned by the court under the Act; or
- (b) an order being made or a resolution passed for the winding-up of the Company (other than as provided in Rule 6.1(a) or for amalgamation or reconstruction),

the Committee will consider, at its discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by the Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will (if applicable) have regard to the proportion of the Vesting Period(s) which has (have) elapsed and, in the case of a Performance-related Award, the extent to which the Performance Condition(s) has (have) been satisfied. Where Awards are Released, the Committee will, as soon as practicable after the Awards have been Released, procure the allotment or transfer to each Participant of the number of Shares so determined, such allotment or transfer to be made in accordance with Rule 7. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 7.

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7. Performance Objectives/ Condition(s), Vesting of Awards, Release of Awards, Cash Rewards, Malus and Clawback Rights

7.1 Review of Performance Condition(s)

7.1.1 In relation to each Performance-related Award, the Committee shall, as soon as reasonably practicable after the end of the relevant Performance Period, review the Performance Condition(s) specified in respect of such Award and determine at its discretion:

- (a) whether a Performance Condition has been satisfied and if so, the extent to which it has been satisfied;
- (b) whether any other condition applicable to such Award has been satisfied; and
- (c) the number of Shares (if any) comprised in such Award to be Released to the relevant Participant.

7.1.2 The Committee shall have full discretion to determine whether any Performance Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make reference to the audited results of the Company, the Group or an Associated Company (as the case may be) to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further (but without prejudice to the provisions of Rule 5.7), the right to amend any Performance Condition if the Committee decides that a changed performance target would be a fairer measure of performance. If the Committee determines, in its sole discretion, that the Performance Condition(s) and/or any other condition applicable to that Award has (have) not been satisfied (whether fully or partially) or (subject to Rule 6) if the relevant Participant has not continued to be a Group Employee or an Associated Company Employee (as the case may be) from the Award Date up to the end of the relevant Performance Period, that Award shall lapse and be of no value.

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7.1.3 In relation to each Performance-related Award which is not subject to any Vesting Period, the Committee shall, subject to Rules 6, 7.1.1 and 7.1.2 and provided that the relevant Participant has continued to be a Group Employee or an Associated Company Employee (as the case may be) from the Award Date up to the end of the Performance Period, Release to that Participant the number of Shares determined by the Committee under Rule 7.1.1(c) on the Vesting Date relating thereto. Such part of an Award not Released shall lapse and be of no value.

7.1.4 In relation to a Performance-related Award which is subject to a Vesting Period or Vesting Periods, the provisions of Rule 7.2 shall apply to the Release of Shares in respect of such Award.

7.2 Vesting Period(s)

In relation to an Award which is subject to a Vesting Period or Vesting Periods, the Committee shall, subject to Rules 6, 7.1.1 (where applicable) and 7.1.2 (where applicable) and provided that the relevant Participant has continued to be a Group Employee, an Associated Company Employee or a Non-Executive Director (as the case may be) from the Award Date up to the end of the Performance Period (where applicable) and thereafter at the end of each Vesting Period and, in the opinion of the Committee where applicable, the job performance of the relevant Participant has been satisfactory, Release to the relevant Participant the relevant number of Shares in accordance with the Release Schedule specified in respect of that Award on the relevant Vesting Date(s).

7.3 No Vesting Period

In relation to an Award (other than a Performance-related Award) which is not subject to any Vesting Period, the Committee shall, subject to Rule 6, Release to the relevant Participant the relevant number of Shares on the Vesting Date relating thereto.

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7.4 Release Letter

Where any Shares comprised in an Award are Released or to be Released to a Participant pursuant to Rule 7.1, Rule 7.2 or Rule 7.3, the Committee may, if it deems fit, send to that Participant a Release Letter specifying the number of Shares Released or to be Released to him pursuant thereto as soon as reasonably practicable after the Vesting Date or (if there is more than one Vesting Date) the first Vesting Date of that Award.

7.5 Delivery of Shares

The RSUs which are Released to a Participant pursuant to Rule 7.1, Rule 7.2 or Rule 7.3 shall be delivered on a Business Day falling as soon as practicable (as determined by the Committee) after the relevant Vesting Date by way of an allotment or transfer to the Participant of the relevant number of Shares (which may, in the case of a transfer of Shares and to the extent permitted by law, include Shares held by the Company as treasury shares). For avoidance of doubt, any RSUs so released and/or delivered are tradable, in respect of which the Participant may choose to sell the same (either by himself personally or by instructing the Company to do so on his behalf).

7.6 Ranking of Shares

New Shares allotted and issued, and existing Shares procured by the Company for transfer, pursuant to the Release of any Award shall:

(a) be subject to all the provisions of the Constitution; and

(b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

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7.7 Cash Awards

The Committee may determine to make a Release of an Award, wholly or partly, in the form of cash rather than Shares which would otherwise have been Released to the Participant on the relevant Vesting Date, in which event the Company shall pay to the Participant as soon as practicable after such Vesting Date, in lieu of all or part of such Shares, the aggregate Market Value of such Shares on such Vesting Date.

7.8 Retention Period

If a Retention Period is specified in an Award, Shares which are allotted or transferred on the Release of an Award to a Participant shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, during such Retention Period, except to the extent set out in the Award Letter or with the prior approval of the Committee. The Company shall be at liberty to take any steps which it considers necessary or appropriate to enforce or give effect to the restriction on the transfer, charge, assignment, pledge or disposal of Shares during the Retention Period otherwise than in accordance with the Award Letter or as approved by the Committee.

7.9 Malus and Clawback Rights

7.9.1 The grant of each Award, each Release of Shares, and each payment in lieu of Shares which would otherwise have been Released to the Participant is subject to, and conditional upon, the Company's rights as set out in this Rule 7.9. For the avoidance of doubt, this Rule 7.9 (and the Company's rights thereunder) shall apply to every Award, without need for a reference to this Rule 7.9 in the Award Letter or for the Committee to decide that this Rule 7.9 shall apply (whether pursuant to Rule 5.4 or otherwise).

7.9.2 If the Committee in its sole and absolute discretion determines that any of the exceptional circumstances enumerated in Rule 7.9.3 has occurred in relation to a Participant, then:

(a) without prejudice to the provisions of Rule 6.1, the Committee may cancel all or part of any Award to the extent not yet Released to such Participant; and

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(b) in respect of all the Shares which were Released to such Participant within the period of 6 years prior to the Clawback Determination Date ("**Clawback Period**") (and, for the purposes of this Rule 7.9, a Share shall be deemed to have been Released to such Participant if such Participant had received payment of cash in lieu of such Share pursuant to Rule 7.7) (such Shares Released during the Clawback Period, the "**Released Shares**"), the Company has the right ("**Clawback Right**") to compel or otherwise require a Participant to (and the Participant shall) pay to the Company such amount(s) as determined by the Committee ("**Recoverable Monies**") up to the aggregate of:

(i) in respect of such of the Released Shares in relation to which the Participant received cash in lieu, the aggregate payments received by such Participant in lieu of such Released Shares pursuant to Rule 7.7 prior to the Clawback Determination Date; and

(ii) in respect of all other Released Shares, the Release Value of all such Released Shares,

subject to, in accordance with, and as more fully set out in, Rules 7.9.4 and 7.9.5.

7.9.3 The exceptional circumstances referred to in Rule 7.9.2 are as follows:

(a) any Award:

(i) which was granted to the Participant within the Clawback Period; and/or

(ii) pursuant to which any of the Released Shares were Released to the Participant,

was based (in whole or in part) on inaccurate financial statements (irrespective of when such inaccuracy was discovered and irrespective of who caused such inaccuracy, and whether such financial statements were audited or unaudited);

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(b) the Participant (or any subordinate over whom such Participant had, at the material time, oversight responsibilities) had, at any time, engaged in conduct that:

(i) directly or indirectly caused, resulted in and/or contributed to, or is likely (in the opinion of the Committee) to cause, result in and/or contribute to (whether directly or indirectly):

(1) any financial loss or reputational harm to the Group, any company within the Group or an Associated Company; and/or

(2) the need for a restatement of the financial results or financial statements (whether audited or unaudited) of the Group, any company within the Group or an Associated Company; and/or

(3) any adverse change in the risk profile or rating of the Group, any company within the Group or an Associated Company; and/or

(ii) is otherwise detrimental to the Group, any company within the Group or an Associated Company, and/or detrimental to the business conducted by the Group, any company within the Group or an Associated Company; or

(c) the Participant had, at any time, engaged in any misconduct or committed any misfeasance, fraud or breach of trust or duty in relation to the Group, any company within the Group or an Associated Company.

7.9.4 Following the Committee making the determination to exercise the Clawback Right (the date on which the determination is made, the “**Clawback Determination Date**”), the Clawback Right shall be exercised in the manner set out in this Rule 7.9.4.

(a) The Committee shall, in its sole and absolute discretion, determine (1) the limit on the quantum of the Recoverable Monies pursuant to Rule 7.9.2(b), and (2) the quantum of the Recoverable Monies. The Committee shall then, within 30 calendar days of the Clawback Determination Date, issue a written notice to the Participant of the following (and the Participant shall be required to comply with all directions issued as part of or pursuant to such notice):

(i) the Clawback Determination Date;

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(ii) the quantum of the Recoverable Monies, which amount shall be due and payable to the Company in accordance with such notice;

(iii) the method of payment or transfer of the Recoverable Monies to the Company, and who shall bear the fees associated with such payment or transfer (if any);

(iv) the date by which the Participant has to pay or transfer the Recoverable Monies to the Company; and

(v) the interest that will accrue if the Participant fails to pay or transfer to the Company the whole of the Recoverable Monies by the date stipulated in such notification (if the Committee so decides in its sole and absolute discretion to impose such interest).

The date of such notice by the Committee to the Participant shall be the “**Clawback Notification Date**”.

(b) For the purposes of:

(i) Rule 7.9.2(b)(i), the total of the payments made shall be calculated as follows:

(1) this amount shall be equal to the total cash paid (prior to the Clawback Determination Date) to the relevant Participant pursuant to Rule 7.7 in lieu of any of the Released Shares; and

(2) the amount referred to in sub-paragraph (1) above shall be the aggregate cash paid (prior to the Clawback Determination Date) to the relevant Participant pursuant to Rule 7.7 *simpliciter* and shall therefore not be adjusted for inflation, without prejudice to the interest payable by such Participant pursuant to Rule 7.9.4(a); and

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(ii) Rule 7.9.2(b)(ii), the “**Release Value**” of the Released Shares means the aggregate of the respective amounts recorded in the Company’s records as the quantum of monetary benefit received by the relevant Participant by virtue of the Release of such Released Shares to such Participant.

(c) The Company may exercise its Clawback Right more than once, provided that the Recoverable Monies as determined by the Committee for the purposes of such subsequent exercise shall not include any amount which has been paid or which is payable to the Company pursuant to the Company’s previous exercise(s) of its Clawback Right in respect of the Released Shares which are the subject of such subsequent exercise.

(d) The Participant acknowledges and agrees that:

(i) the Participant shall have no right under any circumstances to recover any part of any amount which has been paid or transferred to the Company;

(ii) under no circumstances will the amount of money that is payable by the Participant to the Company pursuant to Rule 7.9.4 be reduced in any way; and

(iii) any part of the Recoverable Monies which the Participant has failed to pay or transfer to the Company in accordance with a notice issued by the Committee pursuant to Rule 7.9.4 shall, together with the interest accrued in accordance with such notice, be a debt due and payable by such Participant to the Company.

(e) The Participant shall not have any right of dispute, set-off, deduction or withholding against the Company. The Company, by contrast, shall have a right to set-off any sum or liability owed by the Company to the Participant, whether arising under the Plan or otherwise, and whether as damages or otherwise.

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(f) The quantum of the Recoverable Monies shall be quoted and payable in US\$ or such other currency (and using such exchange rate) as may be determined by the Committee in its sole and absolute discretion.

7.9.5 (a) The Clawback Right, for the avoidance of doubt, is enforceable against all Participants, including Participants whose Awards have fully Vested and/or been Released, Participants who have ceased to be employed by a company within the Group or an Associated Company (as the case may be) and Participants who were Non-Executive Directors and who have ceased to be a director of a company within the Group or an Associated Company (as the case may be).

(b) The Clawback Right is in addition to, and without prejudice to, any right or remedy that the Company has vis-à-vis a Participant (whether under the Plan, contract, tort or any other theory of law).

8. Limitation on size of the PLAN

8.1 The total number of RSU which may be delivered pursuant to Awards granted under the PLAN on any date, when added to the total number of new Shares allotted and issued and/or to be allotted and issued, and issued Shares (including treasury shares) delivered and/or to be delivered, pursuant to Awards granted under the PLAN shall not exceed a percentage of the total number of issued Shares on the date preceding the date of the relevant Award which shall be decided by the Committee in its sole discretion.

8.2 Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee under the Plan.

9. Adjustment Events

- 9.1 If a variation in the ordinary share capital of the Company (whether by way of a bonus or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place or if the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then the Committee may, in its sole discretion, determine whether:

(a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested; and/or

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(b) the class and/or number of Shares in respect of which future Awards may be granted under the Plan, shall be adjusted and if so, the manner in which such adjustments should be made.

- 9.2 Notwithstanding the provisions of Rule 9.1:

(a) any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditor (acting only as an expert) to be in its opinion, fair and reasonable; and

(b) the adjustment must be made in such a way that a Participant will not receive a benefit that a holder of Shares does not receive.

- 9.3 Upon any adjustment required to be made pursuant to this Rule 9, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the class and/or number of Shares which are the subject of the adjusted Award. Any adjustment shall take effect upon such written notification being given on or on such date as may be specified in such written notification.

10. Administration of the PLAN

- 10.1 The PLAN shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the board of directors of the Company, provided that no member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him.

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- 10.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan, to give effect to the provisions of the Plan and/or to enhance the benefit of the Awards and the Released Awards to the Participants, as it may, in its absolute discretion, think fit. Any matter pertaining or pursuant to the Plan and any dispute and uncertainty as to the interpretation of the Plan or any rule, regulation or procedure thereunder or any rights under the Plan shall be determined by the Committee.

- 10.3 Neither the Plan nor the grant of Awards under the Plan shall impose on the Company or the Committee or any of its members any liability whatsoever in connection with:

- (a) the lapsing of any Awards pursuant to any provision of the Plan;
- (b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Plan; and/or
- (c) any decision or determination of the Committee made pursuant to any provision of the Plan.

- 10.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditor) shall be final, binding and conclusive (including for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Plan or any rule, regulation or procedure hereunder or as to any rights under the Plan). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

11. Modifications to the PLAN

- 11.1 Any or all the provisions of the PLAN may be amended from time to time by resolution of the Committee, except that:

(a) any modification or alteration which shall alter adversely the rights attaching to any Award granted prior to such modification or alteration and which in the opinion of the Committee, materially alters the rights attaching to any Award granted prior to such modification or alteration may only be made with the prior written consent of such number of Participants; and

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(b) any modification or alteration which would be to the advantage of Participants under the PLAN shall be subject to the prior approval of the Shareholders in general meeting.

For the purposes of Rule 11.1(a), 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.

- 11.2 Notwithstanding anything to the contrary contained in Rule 11.1, the Committee may at any time by resolution (and without other formality, amend or alter the PLAN in any way to the extent necessary to cause the PLAN to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body.

- 11.3 Written notice of any modification or alteration made in accordance with this Rule 11 shall be given to all Participants.

12. Duration of the PLAN

- 12.1 The PLAN 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 PLAN is adopted by the Shareholders. Subject to compliance with all applicable laws and regulations in Singapore, the PLAN may be continued beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required.

- 12.2 The PLAN may be terminated at any time by the Committee or by resolution of the Shareholders at a general meeting subject to all other relevant approvals which may be required and if the PLAN is so terminated, no further Awards shall be granted by the Company hereunder.

- 12.3 The expiry or termination of the Plan shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

13. Administration of the PLAN

- 13.1 The PLAN shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board.
- 13.2 The Committee shall have the power, from time to time, to make or vary such regulations (not being inconsistent with the PLAN) for the implementation and administration of the PLAN as it thinks fit.
- 13.3 Any decision of the Committee, made pursuant to any provision of the PLAN (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 PLAN or any rule, regulation, or procedure thereunder or as to any rights under the PLAN).
- 13.4 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.

14. 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.

15. 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.

16. 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.

17. Notices

- 17.1 Any notice to be given by between the Company and a Participant in connection with the PLAN 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.
- 17.2 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.
- 17.3 The addresses and email addresses of the parties for the purpose of Rule 17.1 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

- 17.4 Each party shall notify the other party in writing of a change to its details in Rule 17.3 from time to time.

18. Whole agreement

- 18.1 This PLAN sets out the whole agreement between the parties in respect of the subject matter of this PLAN 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 PLAN that is not expressly set out in this PLAN;

- (b) any terms or conditions implied by law in any jurisdiction in relation to the subject matter of this PLAN 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 PLAN shall be for breach of this PLAN; and
- (d) except for any liability in respect of a breach of this PLAN, 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 PLAN.

- 18.2 Nothing in this Rule 18 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

19. Waiver

- 19.1 No failure to exercise, or delay in exercising, any right under this PLAN 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 PLAN or provided by law shall not preclude any further exercise of it.

20. Variation

20.1 No variation of this PLAN shall be valid unless it is in accordance with Rule 11 above.

20.2 If this PLAN is varied:

(a) the variation shall not constitute a general waiver of any provisions of this PLAN;

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(b) the variation shall not affect any rights, obligations or liabilities under this PLAN that have already accrued up to the date of variation; and

(c) the rights and obligations of the Parties under this PLAN shall remain in force, except as, and only to the extent that, they are varied.

21. Invalid terms

21.1 Each of the provisions of this PLAN is severable.

21.2 If and to the extent that any provision of this PLAN:

(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 PLAN, 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 21.2.

21.3 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 PLAN is as close as possible to the effect it would have had if the relevant provision had not been invalid, void or unenforceable.

22. No third-party enforcement

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

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23. Terms of employment unaffected

23.1 The PLAN or any Shares 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 PLAN or any right which he may have to participate in it or any Option which he may hold and the PLAN or any Share 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.

23.2 The PLAN shall not confer on any person any legal or equitable rights (other than those constituting the Shares 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.

24. Taxes

All taxes (including income tax) arising from the grant or Release of any Award granted to any Participant under the PLAN shall be borne by that Participant.

25. Costs and expenses of the PLAN

Save for the taxes referred to in Rule 24 and such costs and expenses expressly provided in the PLAN to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the PLAN including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer, of Shares pursuant to the Release of any Award shall be borne by the Company.

26. Condition of Award

Every Award shall be subject to the condition that no Shares shall be issued pursuant to this PLAN 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.

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27. 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 PLAN, including but not limited to the Company's delay in allotting and issuing the Shares.

28. No Shareholders Rights

No Award gives the Participant any of the rights of a Shareholder of the Company unless and until Shares are in fact issued to such Person in connection with such Award (as evidenced by the appropriate entry on the register of members of the Company).

29. Governing law

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

30. Dispute Resolution

- 30.1 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.
- 30.2 The seat of the arbitration shall be Singapore.
- 30.3 The Tribunal shall consist of one arbitrator.
- 30.4 The language of the arbitration shall be English.
- 30.5 The law for the arbitration agreement shall be Singapore law.

Schedule A - Genius Group Limited – Restricted Share Plan (Award Letter)

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 – Restricted Share Plan (“PLAN”), you have been granted ____ Restricted Shares Unit (“RSU”) by the Genius Group Limited (the “Company”). Terms as defined in the Plan shall have the same meaning when used in this letter.
2. Table of Information:
- Date of Award**
No. of Restricted Share Units
Type of Award (i.e., Performance-related or Non-performance related)
Performance Condition(s) (if relevant)
Performance Period (if relevant)
Vesting Period (if relevant)
Vesting Date(s)
Release Schedule (if relevant)
Retention Period (if relevant)
3. The grant of the Award shall be subject to the terms of the PLAN, a copy of which is available for inspection at the business address of the Company. Please sign and return the Acknowledgement Form.

Yours faithfully,

For and on behalf of

Genius Group Limited

Name:

Schedule B - Genius Group Limited – Restricted Share Plan (Acknowledgement Form)

Date: Serial No:

To: The Committee,

Genius Group Limited – Restricted Share Plan

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

I confirm that my acceptance of the Award will not result in the contravention of any applicable law or regulation in relation to the ownership of the Shares in the Company.

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

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

Please print in block letters

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

Signature : _____

Date : _____

Your Ref : To be advised
Our Ref : 202370963.JL.KY.PC.eh

Date : 1 March 2024

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BY EMAIL ONLY
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gaurav@geniusgroup.net

Attention: 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. An additional 3,000,000 ordinary shares of the Company (the "**2023 ESOS Shares**") to be issued pursuant to employee share options that may be granted pursuant to the Company's Employee Share Option Scheme adopted in 2023 (the "**2023 Incentive Plan**"); and
 - b. 7,000,000 ordinary shares of the Company (the "**2024 RSP Shares**") to be issued pursuant to restricted share units that may be granted to certain employees in accordance with the terms of their employment agreements and pursuant to the Company's Restricted Share Plan adopted in 2024 (the "**2024 Incentive Plan**").
2. 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, in relation to the 2023 Incentive Plan and the 2024 Incentive Plan (collectively referred to as the "**Incentive Plans**").

This document is for addressee(s) only and may contain confidential information and/or may be subject to legal privilege. If you have received this in error, please contact us immediately.

Joseph Lopez LLP (Registration No. (UEN) T14LL0689B) is registered in Singapore under the Limited Liability Partnerships Act (Chapter 163A) with limited liability.



3. For rendering of this opinion, we have examined:
 - a. a copy of the 2023 Incentive Plan provided to us by way of email from the Company dated 26 February 2024;
 - b. a copy of the 2024 Incentive Plan provided to us by way of email from the Company dated 29 February 2024;
 - c. a copy of the Registration Statement as provided to us by way of email from the Company dated 29 February 2024;
 - d. a copy of the Constitution of the Company adopted by special resolution passed on 16 May 2023;
 - e. a copy of the Company's business profile information with the Accounting and Corporate Regulatory Authority of Singapore ("**ACRA**") dated 29 February 2024, confirming that the Company is a public company limited by shares;
 - f. a copy of the resolutions in writing of the board of directors of the Company dated 20 April 2023 (for adoption of the 2023 Incentive Plan) and 26 February 2024 (for adoption of the 2024 Incentive Plan) (collectively referred to as the "**Board Resolutions**");
 - g. a copy of the Notice of Annual General Meeting ("**AGM**") dated 19 June 2023 (the "**Notice of AGM**") containing, among other things, a proposed resolution for the Company's shareholders (the "**Shareholders**") to approve, among other things, issuances of shares and instruments (the "**Shareholders' Resolutions**");
 - h. a copy of the minutes of AGM dated 12 July 2023 evidencing that the Shareholders' Resolutions have been duly passed; and
 - i. such other documents as we have considered necessary or desirable in order that we may render this opinion.

4. 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.
5. We have assumed:
- a. the correctness of all facts stated in all documents submitted to us;
 - 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 Board Resolutions and Shareholders' Resolutions (collectively referred to as 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 Incentive Plans;
 - 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 the information disclosed by the searches on the Company against the electronic records of ACRA (i.e. paragraph 3(e) above) is true and complete, such information has not since then been materially altered, and the aforesaid 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 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 2023 ESOS Shares and the 2024 RSU Shares (collectively referred to as the "**Registered Shares**") are consistent and in accordance with the commercial intent and in compliance with the provisions of the Incentive Plans and the Resolutions;
 - k. the Incentive Plans have 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 Incentive Plans; and
 - m. the Registered Shares will be issued either (i) pursuant to the Shareholders' Resolutions obtained at the AGM before the conclusion of the next AGM of the Company subsequent to the date of this letter or the date by which the next AGM 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.
6. 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 AGM referred to in Paragraph 5(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 Incentive Plans, the Registered Shares will be validly issued, fully paid and non-assessable.
7. 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.
8. 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.
9. 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.





10. 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.
11. This opinion is given based on 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,

Joseph Lopez / Kyle Yew / Pearline Chia
JOSEPH LOPEZ LLP

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Genius Group Limited on Form S-8 of our report dated June 5, 2023, which includes an explanatory paragraph as to the company's ability to continue as a going concern, with respect to our audits of the consolidated statements of financial position and the related consolidated statements of operations and comprehensive loss, changes in stockholders' equity, and cash flows of Genius Group Limited as of December 31, 2022 and 2021 and for the years ended December 31, 2022 and 2021 appearing in the Annual Report on Form 20-F of Genius Group Limited for the year ended December 31, 2022. We also consent to the reference to our firm under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Marcum llp

Marcum llp
Melville, NY
March 1, 2024

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⁾	Amount of registration fee⁽³⁾⁽⁴⁾
Equity	Ordinary Shares, no par value	Rule 457(c) and 457(h)	10,000,000	\$ 0.3475	\$ 3,475,000	\$ 512.91

- (1) This Registration Statement is being filed by Genius Group Limited relating to 10,000,000 Ordinary Shares which may be offered and sold pursuant to the Employee Share Scheme 2024, 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 March 1, 2024.