

Date: 17 April 2024

**Mr Ng Cheng Huat**  
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Dear Mr Ng,

**METECH INTERNATIONAL LIMITED (THE “COMPANY”)**

1. We act for the Company and refer to your letter of appointment as a Non-Executive and Non-Independent Director of the Company dated 8 February 2023 (the “LOA”).
2. Pursuant to paragraph G of the LOA, your duties to the Company include but are not limited to the duties to:
  - a. act in good faith and in the best interests of the Company;
  - b. act with due care and diligence;
  - c. act for proper purposes;
  - d. avoid conflicts of duty and interest;
  - e. not misuse your position or information belonging to the Company;
  - f. give priority to the interests of all the shareholders of the Company as a whole of the interests of the Company in the event of a conflict between the interests of all the shareholders as a whole and the interests of the Company; and
  - g. comply with all statutory obligations that apply to a director.
3. Pursuant to paragraph I of the LOA, you are subject to express obligations of confidentiality, including but not limited to only use confidential information of the Company (“**Confidential Information**”) in the proper performance of your duties, and not to improperly use information to gain advantage for yourself or someone else or to cause detriment to the Company.

4. Our instructions are that it has recently come to the attention of the Board that you caused and/or failed to prevent:
  - a. The Company to pay salary packages for the former Chief Executive Officer and management (total staff cost of approximately S\$1.8 million for the 18-months financial period ended 31 December 2023), despite the tight cash flow of the Company and that the Company is in loss making position with only S\$29,000 revenue for the period ended 31 December 2023;
  - b. The Company to purchase three (3) machineries from third parties for approximately \$500,000, despite the tight cash flow of the Company and that 5 other machineries were purchased earlier and the 3 machineries have been idle from the date of the purchases;
  - c. The Company to engage Setia Law to assist the Company in legal proceedings against several parties such as X-Diamond Capital Pte Ltd ("**XDC**") and other parties, and in the judicial management of XDC and Deng Yiming. Since the appointment of Setia Law, the Company has incurred substantial legal fees in excess of \$500,000. Despite the substantial legal fees incurred by the Company, the Company has not recovered any monies in these matters; and
  - d. The Company to enter into a tenancy agreement with Capitaland for a three year term at approximately \$36,000 per month (totaling approximately \$1.3 million), without an approved business or future plan, which was terminated three months after the tenancy agreement was entered into and may cause the Company to suffer loss of approximately \$1.1 million.
5. Separately:
  - a. We understand that the previous Board of Directors and management had raised that the Company's information should not be made available to you via electronic means due to the possible leakage of information to third parties.
  - b. At an extraordinary general meeting of the Company ("**EGM**") on 14 March 2024, questions raised by one of the shareholders seem to indicate that Confidential Information may have been leaked, disclosed and/or shared with third parties, by you.
  - c. On 18 March 2024, the Company received a requisition notice dated 15 March 2024 ("**Notice**") from a group of shareholders requesting the removal of you as a director via an EGM.
  - d. The Company has since verified the validity of the Notice and the collective shareholdings of the shareholders. Pursuant to applicable law, the Company is required to convene an EGM as soon as practicable, and is taking the necessary steps to do so.
6. In view of the matters set out above, our instructions are that the Board, acting in good faith and in the best interests of the Company, has concerns regarding whether you have acted in accordance with your duties to the Company, and whether you have complied with your obligations under the LOA and/or applicable law, including but not limited to the duty to act in the best interests of the Company, to act with due care and diligence, to avoid conflicts of duty and interest, and the express obligations to only use Confidential Information in the proper performance of your duties, and not to improperly use information to gain advantage for yourself or someone else or to cause detriment to the Company.
7. Given the nature of the matters set out above:
  - a. It is necessary for the Board to take steps to ensure that the interests of the Company are safeguarded, and to commission a review of your conduct as a director of the Company.
  - b. The Board, acting in good faith and in the best interests of the Company, has decided to restrict your access to any and all Confidential Information and/or Company information ordinarily made available to the Board with immediate effect, pending the outcome of the review of your conduct as a director of the Company and the EGM.

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**JTS/SA/202400972**

**17 April 2024**

**Page: 3**

8. On behalf of the Company, we will update you of the outcome of the review of your conduct as a director of the Company in due course.
9. All of the Company's rights are expressly reserved.

Yours faithfully

A handwritten signature in cursive script that reads "Wong Partnership".

**WONGPARTNERSHIP LLP**