



ESTHETICS INTERNATIONAL GROUP BERHAD (Company No. 408061-P)
(Incorporated in Malaysia under the Companies Act 1965)

Registered Office:

Lot 11, Jalan Astaka U8/88, Bukit Jelutong, Seksyen U8, 40150 Shah Alam, Selangor Darul Ehsan

**52,800,000 WARRANTS 2012/2017 TO SUBSCRIBE FOR NEW ORDINARY SHARES IN
ESTHETICS INTERNATIONAL GROUP BERHAD**

SUBSCRIPTION FORM

This Subscription Form is to be executed and lodged with the Registrar in connection with the exercise of the Exercise Rights under the Warrants which are deposited with Bursa Malaysia Depository Sdn. Bhd. ("Bursa Depository") on any Market Day on **4 January 2012** but no later than 5:00 pm on **3 January 2017** ("Expiry Date"), and otherwise subject to the terms and conditions of the Deed Poll. Any such Warrant in respect of which this Subscription Form is not duly completed and delivered in accordance with the provisions of the Deed Poll on or before 5:00 pm on the Expiry Date shall lapse and cease to be valid for any purpose.

Upon the exercise of the Exercise Rights, a Depositor shall be entitled to subscribe for New Shares of RM0.50 each in the Issuer at RM* per New Share, or such other price as may be approved by the relevant authorities and subject to adjustment in accordance with the Deed Poll ("the Exercise Price").

Particulars of Depositor

* Name of Depositor (Applicant) : _____
* Old NRIC/passport/armed forces/
police personnel/registration no. : _____
* New NRIC No. : _____
Correspondence address of Depositor : _____
: _____
: _____
: _____
Contact number : _____

[* All information given above must be the same as the information in the records of Bursa Depository]

To: The Registrars of **ESTHETICS INTERNATIONAL GROUP BERHAD (Company No. 408061-P)**
Symphony Share Registrars Sdn Bhd, Level 6 Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46,
47301 Petaling Jaya Selangor Darul Ehsan.

I/We, the undersigned, the registered holder of the Warrants –

- (a) hereby confirm and declare that all information provided by me herein is true and correct;
- (b) hereby confirm and declare that the information indicated with an asterisk (*) is identical with the information in the records of Bursa Depository with regard to my/the Depositor's account(s) maintained with Bursa Depository ("CDS account(s)") and further agree and confirm that in the event that the information aforesaid differs from the information in Bursa Depository's records as mentioned earlier, the exercise of my/the Depositor's rights hereunder may be rejected;
- (c) hereby irrevocably elect, upon and subject to the provisions of the Deed Poll to exercise the Exercise Rights for such number of New Shares in the Issuer specified below at the Exercise Price, and agree to accept such New Shares subject to the terms of the Memorandum and Articles of Association of the Issuer;

- (d) hereby make payment for the Subscription Monies for such New Shares by banker's draft or cashier's order drawn on a bank operating in Malaysia or a money order or postal order issued by a post office in Malaysia in favour of **"EIG WARRANTS ACCOUNT"** amounting to Ringgit Malaysia _____.
- (e) hereby authorise you to instruct Bursa Depository to debit the quantity(ies) of Warrants specified below from my/the Depositor's CDS account(s) in the exercise of my/the Depositor's rights as specified below in accordance with the provisions of the Deed Poll;
- (f) hereby confirm that the Warrants specified below intended for the exercise of rights are or have been designated as "free securities" in my/the Depositor's account(s);
- (g) hereby authorise you to instruct Bursa Depository to credit the quantity(ies) of New Shares specified below into my/the Depositor's CDS account(s) stated below and for the notice of allotment to be despatched to me/the Depositor at my/our risk to the correspondence address mentioned herein;
- (h) hereby confirm that with the submission of this form to the Issuer, I/the Depositor shall not dispose, transfer or charge the securities intended for the exercise of rights herein, until the exercise is completed by debiting the Warrants from my/the Depositor's CDS account(s) or the exercise is rejected by the Issuer, whichever shall be applicable; and
- (i) hereby undertake to fully indemnify the Issuer and Bursa Depository against any loss, damage, liability, cost or expense (including legal cost) that may be suffered or incurred by the Issuer or Bursa Depository as a result of any demand, actions and proceedings made in respect of or arising from the debiting of the Warrants specified below from my/the Depositor's CDS account(s), in reliance by you on this Subscription Form.

Terms and expressions used in this Subscription Form shall have the meanings defined in the Deed Poll.

Securities Code	ACCOUNT FOR DEBITING WARRANTS				ACCOUNT FOR CREDITING NEW ORDINARY SHARES			
	Quantity	Securities Account Number			Quantity	Securities Account Number		
		ADA Code	Branch Code	Account Number		ADA Code	Branch Code	Account Number

Dated the day of

If Warrant Holder is an individual

If Warrant Holder is a corporation/society
 The common seal of Warrantholder)
 was hereto affixed in the presence of:-)

 Signature of Warrant Holder

 Director

 Director/Secretary

Notes:-

1. No scrip will be issued to the Depositor as a result of any exercise of rights herein.
2. In exercising the Exercise Rights represented by the above Warrants, a Depositor which is a corporation must comply with its Memorandum and Articles of Association.
3. A corporation completing this Subscription Form is required to affix its Common Seal in accordance with its Memorandum and Articles of Association.
4. A processing fee of RM20.00 is payable to the Registrar.

5. No depositor shall be allowed to instruct the crediting of new shares into a CDS account other than one of those from which the securities are to be debited.
6. Terms and expressions used in this Subscription Form shall have the same meaning as defined in this Deed Poll constituting the issue of the Warrants.
7. Subject to these Conditions, the Exercise Rights can be exercised by the Depositor at any time during the Exercise Period.
8. The Exercise Price shall, during the Exercise Period, be Sen Fifty (RM0.50) only payable in respect of each New Share or such price as may be adjusted in accordance with the terms of this Deed Poll constituting the Warrants.
9. Any Exercise Right which has not been exercised at the close of business at 5.00pm in Malaysia on the Expiry Date will lapse and every Warrant will cease thereafter to be valid for any purpose.
10. The attention of Warranholders is drawn to Rule 9 of the Malaysian Code on Take-overs and Mergers 2010 and Section 217 of the Capital Markets and Services Act 2007 as amended from time to time. In general terms, these provisions regulate the acquisition of effective control of public companies. Warranholders should consider the implications of these provisions before they exercise their respective Exercise Rights. In particular, a Warranholder should consult the SC, if:-
 - (i) such Warranholder intends to acquire, by exercise of the Exercise Rights represented by Warrants, whether at one (1) time or different times, New Shares which (together with the Shares owned or acquired by such Warranholder or persons acting in concert with such Warranholder) carry more than thirty three per cent (33%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) of the voting rights of the Company; or
 - (ii) such Warranholder, together with persons acting in concert, holds more than thirty three percent (33%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) but less than fifty percent (50%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) of the voting rights of the Company, and such Warranholder together with persons acting in concert, intends to acquire, by exercise of Exercise Rights represented by Warrants in any period of six (6) months, additional New Shares increasing such percentage of the voting rights by more than two percent (2%) (or such other percentage as may be determined by the relevant regulatory authorities at any time); or
 - (iii) such Warranholder, together with persons acting in concert, holds more than thirty three percent (33%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) of the voting rights of the Company and:
 - (a) such Warranholder intends to acquire, by exercise of the Exercise Rights represented by Warrants, whether at one (1) time or different times, New Shares which carry more than thirty three per cent (33%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) of the voting rights of the Company; or
 - (b) such Warranholder holds more than thirty three percent (33%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) but less than fifty percent (50%) (or such other percentage as may be determined by the relevant regulatory authorities at any time) of the voting rights of the Company, and such Warranholder intends to acquire, by exercise of Exercise Rights represented by Warrants in any period of six (6) months, additional New Shares increasing such percentage of the voting rights by more than two percent (2%) (or such other percentage as may be determined by the relevant regulatory authorities at any time).