

## **MATERIAL CHANGE REPORT**

### **1. Name and Address of Company**

GINSMS Inc. (the “**Issuer**”)  
700 9<sup>th</sup> Avenue S.W.  
Suite 3000  
Calgary, Alberta, T2P 3V4  
Canada

### **2. Date of Material Change**

January 15, 2016

### **3. News Release**

The Issuer issued a press release on January 15, 2016 via Marketwired.

### **4. Summary of Material Change**

The Issuer announced that it has entered into an agreement with its controlling shareholder, Xinhua Mobile Limited (“**Xinhua Mobile**”), for an unsecured revolving credit facility of up to US\$1,000,000 (the “**Credit Facility Agreement**”). All outstanding principal amount under the Credit Facility Agreement shall bear interest at a rate of 28% per annum compounded on a daily basis. Any amount drawn by GINSMS under the Credit Facility Agreement on or before June 30, 2016 shall be repaid in full on June 30, 2017 and any amount drawn after June 30, 2016 shall be repaid in full on December 31, 2017 together with all interest accrued. GINSMS will be able to make draws under the Credit Facility Agreement at any time on or before December 31, 2016, subject to the prior consent of Xinhua Mobile, and all repayments are to be made in cash.

### **5. Full Description of Material Change**

The Issuer announced that it has entered into an agreement with Xinhua Mobile for the Credit Facility Agreement. All outstanding principal amount under the Credit Facility Agreement shall bear interest at a rate of 28% per annum compounded on a daily basis. Any amount drawn by GINSMS under the Credit Facility Agreement on or before June 30, 2016 shall be repaid in full on June 30, 2017 and any amount drawn after June 30, 2016 shall be repaid in full on December 31, 2017 together with all interest accrued. GINSMS will be able to make draws under the Credit Facility Agreement at any time on or before December 31, 2016, subject to the prior consent of Xinhua Mobile, and all repayments are to be made in cash.

The amount to be borrowed under the Credit Facility Agreement will go towards operational and general corporate expenses.

The board of directors of GINSMS reviewed and considered the Credit Facility Agreement proposed by Xinhua Mobile and unanimously approved its terms and conditions.

The Credit Facility Agreement constitutes a related party transaction under Part 5 of Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions (“**NI 61-101**”). The Credit Facility Agreement is exempt from the formal valuation and minority approval requirements contained in Part 5 of NI 61-101 as the total amount that can be drawn from the Credit Facility Agreement represents less than 25% of GINSMS’ market capitalization calculated as of the last business day of December 2015.

Closing of the Credit Facility Agreement is expected to occur less than 21 days from the date of filing of the material change report required under Canadian securities laws in respect of the proposed financing. GINSMS believes that this timing is reasonable and the credit facility is required in order to provide it with sufficient working capital and to further expand its business.

6. **Reliance on subsection 7.1(2) of National Instrument 52-102**

Not applicable.

7. **Omitted Information**

Not applicable.

8. **Executive Officer**

The senior officer who can answer questions regarding this report is Mr. Joel Chin, Chief Executive Officer. Tel.: +65-6441-1029.

9. **Date of Report**

January 15, 2016.