

APPENDIX DATED 14 SEPTEMBER 2026

THIS APPENDIX IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY.

If you are in any doubt as to the contents of this Appendix or as to any action you should take, you should consult your bank manager, stockbroker, solicitor, accountant or other professional adviser immediately.

*Unless otherwise defined, capitalised terms appearing on the cover of this appendix ("**Appendix**") bear the same meanings ascribed to them in the section entitled "Definitions" of this Appendix.*

If you have sold or transferred all your ordinary shares in the capital of HC Surgical Specialists Limited (the "**Company**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward the Notice of Annual General Meeting ("**AGM**") and the Proxy Form to the purchaser or transferee as arrangements will be made by CDP for a separate Notice of AGM and the Proxy Form to be sent to the purchaser or transferee. If you have sold or transferred all of your ordinary shares in the capital of the Company represented by physical share certificate(s) which are not deposited with CDP, you should immediately forward the Notice of AGM and the Proxy Form to the purchaser or transferee or the bank, stockbroker or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee.

*This Appendix has been reviewed by the Company's sponsor, Novus Corporate Finance Pte. Ltd. (the "**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**Exchange**") and the Exchange assumes no responsibility for the contents of this Appendix, including the correctness of any of the statements or opinions made or reports contained in this Appendix.*

The contact person for the Sponsor is Mr. Pong Chen Yih, Chief Operating Officer, at 7 Temasek Boulevard, #04-02 Suntec Tower 1, Singapore 038987, telephone (65) 6950 2188.



HC Surgical Specialists Limited

(Incorporated in the Republic of Singapore)
(Company Registration No. 201533429G)

APPENDIX TO SHAREHOLDERS

IN RELATION TO:

- (1) THE PROPOSED RENEWAL OF THE SHARE BUY-BACK MANDATE**
- (2) THE PROPOSED ADOPTION OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME**
- (3) THE PROPOSED ADOPTION OF THE 2026 HCSS PERFORMANCE SHARE PLAN**

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DEFINITIONS

In this Appendix, the following definitions shall apply throughout unless the context otherwise requires or it is otherwise stated:

“2016 HCSS ESOS”	:	The 2016 HCSS Employee Share Option Scheme adopted by the Company on 28 September 2016
“2016 HCSS PSP”	:	The 2016 HCSS Performance Share Plan adopted by the Company on 28 September 2016
“2026 HCSS ESOS”	:	The 2026 HCSS Employee Share Option Scheme as proposed to be adopted at the upcoming AGM to be convened on 29 September 2026
“2026 HCSS PSP”	:	The 2026 HCSS Performance Share Plan as proposed to be adopted at the upcoming AGM to be convened on 29 September 2026
“ACRA”	:	Accounting and Corporate Regulatory Authority
“Act” or “Companies Act”	:	Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
“AGM”	:	The annual general meeting of the Company
“Annual Report”	:	The annual report of the Company
“Appendix”	:	This Appendix to Shareholders, dated 14 September 2026
“Approval Date”	:	Has the meaning ascribed to it in Section 2.1.1 of this Appendix
“Associate”	:	(a) in relation to any individual, including a Director, chief executive officer, Substantial Shareholder or Controlling Shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more (b) in relation to a Substantial Shareholder or Controlling Shareholder (being a company) means any company which is its subsidiary or holding company, or is a subsidiary of such holding company, or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
“Average Closing Price”	:	Has the meaning ascribed to it in Section 2.1.4 of this Appendix
“Award”	:	The awards which may be granted pursuant to the Performance Share Plan
“Board of Directors” or “Board”	:	The board of directors of the Company for the time being

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“Catalist”	:	The sponsor-supervised listing platform of the Exchange
“Catalist Rules”	:	Section B of the Listing Manual of the Exchange, dealing with the rules of Catalist, as from time to time amended, modified or supplemented
“CDP”	:	The Central Depository (Pte) Limited
“Company”	:	HC Surgical Specialists Limited
“Constitution”	:	The constitution of the Company, as amended, supplemented or modified from time to time
“Control”	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company
“Controlling Shareholder”	:	A person who: (a) holds directly or indirectly 15% or more of the nominal amount of all voting shares in the Company. The Exchange may determine that a person who satisfies this paragraph is not a controlling shareholder; or (b) in fact exercises Control over the Company
“CPF”	:	Central Provident Fund
“Date of Grant”	:	In relation to an Option, the date on which the Option is granted to a participant
“day of the making of the offer”	:	Has the meaning ascribed to it in Section 2.1.4 of this Appendix
“Directors”	:	The directors of the Company for the time being
“Dr. Heah”	:	Dr. Heah Sieu Min, the Executive Director and Chief Executive Officer
“Employee”	:	A confirmed full-time employee of the Group (including an Executive Director)
“EPS”	:	Earnings per Share
“Exchange”	:	Singapore Exchange Securities Trading Limited
“Exercise Price”	:	The price at which a participant shall subscribe for and/or purchase each Share upon the exercise of an Option under the 2026 HCSS ESOS, being: (a) in relation to a Market Price Option, the Market Price; and (b) in relation to an Incentive Option, a price which is set at a discount to the Market Price, provided that: (i) the maximum discount shall not exceed 20% of the Market Price (or such other percentage or amount as may be determined by the Share Option Scheme Administration Committee and permitted by the Exchange); and (ii) the prior approval of Shareholders in general meeting shall have been obtained for the making of offers and

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		grants of Options under the 2026 HCSS ESOS at a discount not exceeding the maximum discount as aforesaid in a separate resolution
“FY”	:	Financial year of the Company ended or ending 31 May (as the case may be)
“Group”	:	The Company and its subsidiaries
“Group Employee”	:	An employee of the Group
“Group Executive Director”	:	A director of the Group, who performs an executive function
“Incentive Option”	:	An Option granted with the Exercise Price set at a discount to the Market Price
“Independent Director”	:	An independent director of the Group
“Latest Practicable Date”	:	21 August 2026, being the latest practicable date prior to the printing of this Appendix
“Market Day”	:	A day on which the Exchange is open for trading in securities
“Market Price”	:	A price equal to the average of the last dealt prices for the Shares on the Exchange over the five consecutive Trading Days immediately preceding the Date of Grant of that Option, as determined by the Administration Committee by reference to the daily official list or any other publication published by the Exchange, rounded to the nearest whole cent in the event of fractional prices
“Market Price Option”	:	An Option granted with the Exercise Price set at the Market Price
“Market Purchase”	:	Has the meaning ascribed to it in Section 2.1.3 of this Appendix
“Maximum Price”	:	Has the meaning ascribed to it in Section 2.1.4 of this Appendix
“NAV”	:	Net asset value
“Non-Executive Directors”	:	A director (other than an Executive Director) from time to time of the Company and/or any of its Subsidiaries
“NTA”	:	Net tangible assets
“Off-Market Purchase”	:	Has the meaning ascribed to it in Section 2.1.3 of this Appendix
“Option(s)”	:	The share options which may be granted pursuant to the Employee Share Option Scheme
“Option Shares”	:	The new Shares which may be issued and allotted upon exercise of the Options
“Ordinary Resolution”	:	An ordinary resolution to be passed by a simple majority of the Shareholders at the AGM to be convened, as set out in the notice of AGM
“Performance Share Plan”	:	The HCSS Performance Share Plan

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“Performance Share Plan Administration Committee”	:	The committee comprising of members of the Nominating Committee and Remuneration Committee which will administer the Performance Share Plan
“Performance Shares”	:	The new Shares which may be issued and allotted pursuant to the Performance Share Plan
“Proposed Adoption of the 2026 HCSS ESOS”	:	The proposed adoption of the 2026 HCSS ESOS
“Proposed Adoption of the 2026 HCSS PSP”	:	The proposed adoption of the 2026 HCSS PSP
“Proxy Deadline”	:	2.00 p.m. on 26 September 2026 (being at least 72 hours before the time appointed for holding the AGM)
“Purchase Price”	:	Has the meaning ascribed to it in Section 2.3 of this Appendix
“Released Awards”	:	An Award in respect of which the Vesting Period relating to that Award has ended and which has been released in accordance with the rules of the Schemes
“Relevant Parties”	:	Has the meaning ascribed to it in Section 2.4.5 of this Appendix
“Relevant Period”	:	The period commencing from the date on which the AGM is held and expiring on the date the next AGM is held, or is required by law to be held, or the date on which the Share buy-backs are carried out to the full extent mandated, or the date on which the authority conferred in the Share Buy-Back Mandate is varied or revoked by the Shareholders in a general meeting, whichever is earliest
“Schemes”	:	Has the meaning ascribed to it in Section 2 of this Appendix
“Securities and Futures Act”	:	The Securities and Futures Act 2001 of Singapore, as amended or modified from time to time
“Securities Account”	:	The securities account maintained by a Depositor with CDP (but does not include a securities sub-account)
“Share(s)”	:	Ordinary share(s) in the share capital of the Company
“Shareholders”	:	The registered holders of the Shares in the register of members of the Company, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context so admits, mean the Depositors whose Securities Accounts are credited with such Shares
“Share Option Scheme”	:	The HCSS Employee Share Option Scheme, as the same may be modified or altered from time to time
“Share Option Scheme Administration Committee”	:	The committee comprising of members of the Nominating Committee and Remuneration Committee which will administer the Share Option Scheme
“Share Buy-Back Mandate”	:	The general and unconditional mandate given by Shareholders to authorise the Directors to exercise all the powers of the Company to purchase or otherwise acquire issued Shares within the Relevant Period, in accordance with the terms set out in this Appendix, as well as the rules and regulations set forth in the Companies Act and the Catalist Rules

DEFINITIONS

“SIC”	:	Securities Industry Council
“Sponsor”	:	Novus Corporate Finance Pte. Ltd.
“SRS”	:	Supplementary Retirement Scheme
“Substantial Shareholder”	:	A person (including a corporation) who holds, directly or indirectly, 5% or more of the total issued share capital of the Company
“Takeover Code”	:	The Singapore Code on Take-overs and Mergers, and all practice notes, rules and guidelines thereunder, as may from time to time be issued or amended
“Treasury Shares”	:	Issued Shares of the Company which have been purchased by the Company in circumstances which Section 76H of the Companies Act applies and, since purchase, have been continuously held by the Company
Currencies, Units and Others		
“S\$” and “cents”	:	Singapore dollars and cents, respectively
“%” or “per cent.”	:	Per centum or percentage

The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the same meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act.

Words importing the singular shall, where applicable, include the plural and vice versa, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall, where applicable, include corporations.

Any reference in this Appendix to any statute or enactment is a reference to that statute or enactment as for the time being amended or re-enacted. Any word or term defined under the Companies Act, the SFA, the Catalist Rules or any statutory modification thereof and used in this Appendix shall, where applicable, have the meaning ascribed to it under the Companies Act, the SFA, the Catalist Rules or any statutory modification thereof, as the case may be, unless otherwise provided.

Any reference in this Appendix to **“Rule”** is a reference to a relevant rule in the Catalist Rules as for the time being, unless otherwise stated.

Any reference to a time of day in this Appendix shall be a reference to Singapore time, unless otherwise stated. Any discrepancies in this Appendix between the amounts listed and the total thereof are due to rounding. Accordingly, figures shown as totals in this Appendix may not be an arithmetic aggregation of the figures which precede them.

LETTER TO SHAREHOLDERS

Directors

Mr. Chan Pengee, Adrian	Non-Executive Chairman and Independent Director
Dr. Heah Sieu Min	Executive Director and Chief Executive Officer
Dr. Chia Kok Hoong	Executive Director and Medical Director
Mr. Lim Jun Xiong Steven	Independent Non-Executive Director
Mr. Chong Weng Hoe	Non-Independent Non-Executive Director

Registered Office

9 Raffles Place
#26-01 Republic
Plaza Singapore
048619

14 September 2026

To: The Shareholders of HC Surgical Specialists Limited

Dear Shareholder,

1. INTRODUCTION

The Directors are proposing an AGM, to be held on 29 September 2026, to seek the approval of the Shareholders in relation to the following matters:

- (a) the proposed renewal of the Share Buy-Back Mandate;
- (b) the proposed adoption of the 2026 HCSS Employee Share Option Scheme; and
- (c) the proposed adoption of the 2026 HCSS Performance Share Plan.

The purpose of this Appendix is to provide Shareholders with information relating to, and to seek Shareholders' approval for, the above proposals to be tabled at the forthcoming AGM. The Notice of the AGM is set out on pages 151 to 157 of the Annual Report.

The Exchange and Sponsor take no responsibility for the accuracy of any statements or opinions made or reports contained in this Appendix.

2. THE PROPOSED RENEWAL OF THE SHARE BUY-BACK MANDATE

Background

At the AGM of the Company held on 25 September 2025, Shareholders had approved the renewal of the Share Buy-Back Mandate to enable the Company to purchase or otherwise acquire its issued Shares. The rationale for, and the authority and limitations on, the Share Buy-Back Mandate were set out in the Appendix to the Annual Report in relation to the Proposed Renewal of the Share Buy-Back Mandate dated 9 September 2025.

The existing Share Buy-Back Mandate will, unless renewed, expire on the date of the forthcoming AGM. Accordingly, Shareholders' approval is being sought for the renewal of the Share Buy-Back Mandate at the AGM.

If approved by Shareholders at the AGM, the authority conferred by the Share Buy-Back Mandate will take effect from the date of the AGM for the Relevant Period. The Companies Act allows a listed company to purchase its own shares. The information required in compliance with the Catalyst Rules and the Companies Act is provided below.

Rationale for the Proposed Renewal of the Share Buy-Back Mandate

The Share Buy-Back Mandate will give the Company the flexibility to purchase or otherwise acquire its Shares if and when circumstances permit, during the period that the Share Buy-Back Mandate is in force. The Directors believe that Share buy-backs would allow the Company and its Directors to better manage the Company's share capital structure, dividend payout and cash reserves. In addition, it also provides the Directors a mechanism to facilitate the return of surplus cash over and above the Company's ordinary capital requirements in an expedient and cost-efficient manner, and

LETTER TO SHAREHOLDERS

the opportunity to exercise control over the Company's share capital structure with a view to enhance the EPS and/or NAV per Share.

The Company has at present two share-based incentive schemes, namely the HCSS Performance Share Plan and the HCSS Employee Share Option Scheme (the "**Schemes**"). Share buy-backs by the Company will enable the Directors to utilise the Shares which are purchased or acquired and held as Treasury Shares to satisfy the Company's obligation to furnish Shares to participants under these Schemes, thus giving the Company greater flexibility to manage and minimise the dilution impact (if any) arising from the Schemes by delivering existing Shares instead of issuing new Shares.

The Directors further believe that Share buy-backs by the Company will help mitigate short-term market volatility, offset the effects of short-term speculation and bolster Shareholders' confidence.

If and when circumstances permit, the Directors will decide whether to effect the Share buy-backs via market purchases or off-market purchases, after taking into account the amount of surplus cash available, the prevailing market conditions and the most cost-effective and efficient approach. The Directors do not propose to carry out Share buy-backs to an extent that would, or in circumstances that might, result in a material adverse effect on the liquidity and/or the orderly trading of the Shares and/or the financial position of the Company or the Group.

2.1 Terms of the Share Buy-Back Mandate

The authority and limitations placed on purchases and acquisitions of Shares by the Company under the Share Buy-Back Mandate are summarised below.

2.1.1 Maximum Number of Shares

The maximum number of Shares that may be purchased or acquired by the Company pursuant to the Share Buy-Back Mandate during the Relevant Period is limited to that number of Shares representing not more than 10% of the issued share capital of the Company, ascertained as at the date of the AGM at which the renewal of the Share Buy-Back Mandate is approved (the "**Approval Date**"), unless the Company has effected a reduction of the share capital of the Company in accordance with the applicable provisions of the Companies Act, at any time during the Relevant Period, in which event the total number of Shares of the Company shall be taken to be the total number of Shares of the Company as altered. For purposes of calculating the percentage of issued Shares above, any of the Shares which are held as Treasury Shares and subsidiary holdings (if applicable) will be disregarded.

Only Shares which are issued and fully paid-up may be purchased or acquired by the Company.

For illustrative purposes only, based on the existing issued and paid-up share capital of the Company as at the Latest Practicable Date of 153,375,507 Shares, excluding Treasury Shares and subsidiary holdings, and assuming that no further Shares are issued and no further Shares are purchased or acquired and held by the Company as Treasury Shares on or prior to the date of the forthcoming AGM, the Company may purchase or acquire up to 15,337,550 Shares (representing ten per cent (10%) of the issued and paid-up share capital of the Company) pursuant to the Share Buy-Back Mandate.

As at the Latest Practicable Date, 2,934,400 Shares are held by the Company as Treasury Shares and there are no subsidiary holdings.

(a) Where Shares purchased or acquired are held as Treasury Shares

As stated in Section 2.2.2 of this Appendix, the aggregate number of Shares held by the Company as Treasury Shares shall not at any time exceed 10% of the total number of Shares in issue at that time. On the basis of the aforesaid limit and that the Company holds 2,934,400 Shares as Treasury Shares as at the Latest Practicable Date, the maximum number of Shares which can be purchased or acquired by the Company and be held as Treasury Shares is 12,403,150 Shares, representing 8.09% of the total number of Shares in issue (excluding Treasury Shares and subsidiary holdings) as at the Latest Practicable Date.

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- (b) Where Shares purchased or acquired are cancelled

The maximum number of Shares which can be purchased or acquired by the Company and cancelled is 15,337,550 Shares, representing 10% of the total number of Shares in issue (excluding Treasury Shares and subsidiary holdings) as at the Latest Practicable Date.

2.1.2 Duration of Authority

Purchases or acquisitions of Shares may be made during the Relevant Period, at any time and from time to time, on and from the Approval Date, up to the earliest of:

- (a) the conclusion of the next AGM or the date by which such AGM is required by law to be held; or
- (b) the date on which the Share buy-backs are carried out to the full extent mandated; or
- (c) the date on which the authority conferred in the Share Buy-Back Mandate is varied or revoked by the Shareholders in a general meeting.

The authority conferred by the Share Buy-Back Mandate to purchase or acquire Shares may be renewed at each AGM or any other general meeting of the Company.

2.1.3 Manner of Purchase of Shares

Purchases of Shares may be made by way of:

- (a) a market purchase ("**Market Purchase**"), transacted on the Exchange through the ready market and which may be transacted through one or more duly licensed stockbrokers appointed by the Company for the purpose; and/or
- (b) an off-market purchase ("**Off-Market Purchase**"), effected otherwise than on the Exchange pursuant to an equal access scheme in accordance with Section 76C of the Companies Act,

and otherwise in accordance with all other laws and regulations, including but not limited to, the provisions of the Companies Act and the Catalist Rules as may for the time being be applicable.

The Directors may impose such terms and conditions which are not inconsistent with the Share Buy-Back Mandate, the Catalist Rules, the Constitution and the Companies Act, as they consider fit in the interest of the Company in connection with or in relation to any equal access scheme(s).

An Off-Market Purchase must also satisfy all the following conditions under the Companies Act:

- (a) offers for the purchase or acquisition of Shares shall be made to every person who holds Shares to purchase or acquire the same percentage of their Shares;
- (b) all of those persons shall be given a reasonable opportunity to accept the offers made to them; and
- (c) the terms of all the offers shall be the same, except that there shall be disregarded, where applicable:
 - (i) differences in consideration attributable to the fact that offers may relate to Shares with different accrued dividend entitlements;
 - (ii) differences in consideration attributable to the fact that the offers relate to Shares with different amounts remaining unpaid; and
 - (iii) differences in the offers introduced solely to ensure that each person is left with a whole number of Shares.

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In addition, Rule 870 of the Catalyst Rules provides that, in making an Off-Market Purchase in accordance with an equal access scheme(s), the Company must issue an offer document to all Shareholders, which must contain at least the following information:

- (a) the terms and conditions of the offer;
- (b) the period and procedures for acceptances;
- (c) the reasons for the proposed Share buy-back;
- (d) the consequences, if any, of the Share buy-backs by the Company that will arise under the Takeover Code or other applicable take-over rules;
- (e) whether the Share buy-backs, if made, would have any effect on the listing of the Shares on the Exchange;
- (f) details of any Share buy-backs made by the Company in the previous 12 months (whether by way of Market Purchases or Off-Market Purchases in accordance with an equal access scheme), setting out the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for the purchases, where relevant, and the total consideration paid for the purchases; and
- (g) whether the Shares purchased by the Company will be cancelled or kept as Treasury Shares.

2.1.4 Maximum Purchase Price

The purchase price (excluding brokerage, stamp duties, commission, applicable goods and services tax and other related expenses) to be paid for the Shares will be determined by the Directors. However, the purchase price to be paid for the Shares must not exceed:

- (a) in the case of a Market Purchase, 105% of the Average Closing Price (as defined hereinafter); and
- (b) in the case of an Off-Market Purchase pursuant to an equal access scheme, 120% of the Average Closing Price (as defined hereinafter),

(the “**Maximum Price**”) in either case, excluding related expenses of the purchase.

For the above purposes:

“**Average Closing Price**” means the average of the closing market prices of the Shares over the last five (5) Market Days, on which transactions in the Shares were recorded, before the day on which the purchase or acquisition of shares was made, or as the case may be, before the day of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted for any corporate action that occurs during the relevant five (5) Market Days period and the day on which the purchases are made.

“**day of the making of the offer**” means the day on which the Company announces its intention to make an offer for an Off-Market Purchase, stating therein the purchase price (which shall not be more than the Maximum Price for an Off-Market Purchase calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

2.2 Status of purchased shares under the Share Buy-Back Mandate

At the time of each purchase of Shares by the Company, the Directors will decide whether the Shares purchased will be cancelled or kept as Treasury Shares, or partly cancelled and partly kept as Treasury Shares, depending on the needs of the Company at that time.

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2.2.1 Cancellation

A Share purchased or acquired by the Company is, unless held as a Treasury Share in accordance with the Companies Act, treated as cancelled immediately on purchase or acquisition. On such cancellation, all rights and privileges attached to the Share will expire on cancellation.

The total number of issued Shares will be diminished by the number of Shares which are purchased or acquired and cancelled by the Company. All Shares purchased and cancelled by the Company will be automatically delisted by the Exchange, and (where applicable) all certificates in respect thereof will be cancelled and destroyed by the Company as soon as reasonably practicable following the settlement of any such purchase or cancellation.

2.2.2 Treasury Shares

Under the Companies Act, a company may hold Shares purchased or acquired as Treasury Shares provided that:

(a) Maximum Holdings

The number of Shares held as Treasury Shares cannot at any time exceed 10% of the total number of issued Shares. Any Shares in excess of this limit shall be disposed of or cancelled in accordance with the applicable provisions of the Companies Act.

(b) Voting and Other Rights

The Company cannot exercise any right in respect of Treasury Shares. In particular, the Company cannot exercise any right to attend or vote at meetings and for the purposes of the Companies Act, the Company shall be treated as having no right to vote and the Treasury Shares shall be treated as having no voting rights.

In addition, no dividend may be paid, and no other distribution of the Company's assets may be made, to the Company in respect of Treasury Shares. However, the allotment of Shares as fully paid bonus shares in respect of Treasury Shares is allowed. A subdivision of any Treasury Shares into Treasury Shares of a larger amount, or consolidation of any Treasury Shares into Treasury Shares of a smaller amount, is also allowed so long as the total value of the Treasury Shares after the subdivision or consolidation is the same as before.

(c) Disposal and Cancellation

Where Shares are held as Treasury Shares, the Company may at any time:

- (i) sell the Treasury Shares for cash;
- (ii) transfer the Treasury Shares for the purposes of, or pursuant to, any share schemes of the Company, whether for its employees, directors or other persons;
- (iii) transfer the Treasury Shares as consideration for the acquisition of Shares in, or assets of, another company or assets of a person;
- (iv) cancel the Treasury Shares; or
- (v) sell, transfer or otherwise use the Treasury Shares for such other purposes as may be prescribed by the Minister for Finance of Singapore.

2.2.3 Requirements of Catalyst Rules

The Company, upon undertaking any sale, transfer, cancellation and/or use of Treasury Shares, will comply with Rule 704(31) of the Catalyst Rules, which provides that an issuer must make an immediate announcement thereof, stating the following:

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- (a) date of the sale, transfer, cancellation and/or use;
- (b) purpose of such sale, transfer, cancellation and/or use;
- (c) number of Treasury Shares sold, transferred, cancelled and/or used;
- (d) number of Treasury Shares before and after such sale, transfer, cancellation and/or use;
- (e) percentage of the number of Treasury Shares against the total number of shares outstanding in a class that is listed before and after such sale, transfer, cancellation and/or use; and
- (f) value of the Treasury Shares if they are used for a sale or transfer, or cancelled.

2.3 Source of funds for Share Buy-Backs

The Company may only apply funds for the Share Buy-Back Mandate in accordance with the Companies Act, the Constitution and the applicable laws in Singapore. The Company may not buy Shares for a consideration other than cash or, in the case of a Market Purchase, for settlement otherwise than in accordance with the Catalist Rules. As stated in the Companies Act, the Share buy-back may be made out of the Company's profits or capital so long as the Company is solvent.

Pursuant to Section 76F(4) of the Companies Act, the Company is solvent if:

- (a) there is no ground on which the company could be found to be unable to pay its debts;
- (b) if:
 - (i) it is intended to commence winding up of the company within the period of 12 months immediately after the date of the payment, the company will be able to pay its debts in full within the period of 12 months after the date of commencement of the winding up; or
 - (ii) it is not intended to commence winding up, the company will be able to pay its debts as they fall due during the period of 12 months immediately after the date of the payment; and
- (c) the value of the company's assets is not less than the value of its liabilities (including contingent liabilities) and will not, after the proposed purchase, acquisition, variation or release (as the case may be), become less than the value of its liabilities (including contingent liabilities).

In determining whether the Company is solvent, the Directors must have regard to the most recently audited financial statements, other relevant circumstances, and may rely on valuations or estimates of assets or liabilities. In determining the value of contingent liabilities, the Directors may take into account the likelihood of the contingency occurring, as well as any counter-claims by the Company.

When Shares are purchased or acquired, and cancelled:

- (a) if the Shares are purchased or acquired entirely out of the capital of the Company, the Company shall reduce the amount of its share capital by the total amount of the purchase price paid by the Company for the Shares (including brokerage, stamp duties, commission, applicable goods and services tax, clearance fees and other related expenses) (the "**Purchase Price**") and the amount available for the distribution of dividends by the Company will not be reduced;
- (b) if the Shares are purchased or acquired entirely out of profits of the Company, the Company shall reduce the amount of its profits and the amount available for distribution of dividends by the Purchase Price; or

LETTER TO SHAREHOLDERS

- (c) where the Shares are purchased or acquired out of both the capital and the profits of the Company, the Company shall reduce the amount of its share capital and profits proportionately by the Purchase Price.

The Company may use internal resources and/or external borrowings to finance purchases and acquisitions of its Shares pursuant to the Share Buy-Back Mandate.

The Directors do not propose to exercise the Share Buy-Back Mandate in a manner and to such extent that the liquidity and capital adequacy position of the Company and the Group would be materially adversely affected.

2.4 Take-over implications under the takeover code

2.4.1 Appendix 2 of the Takeover Code

Appendix 2 of the Takeover Code contains the Share Buy-Back Guidance Note applicable as at the Latest Practicable Date. The take-over implications arising from any purchase or acquisition by the Company of its Shares are set out below.

2.4.2 Obligation to make a take-over offer

Rule 14 of the Takeover Code ("**Rule 14**") requires, *inter alia*, that except with the consent of the SIC, where:

- (a) any person acquires, whether by a series of transactions over a period of time or not, shares which (taken together with shares held or acquired by persons acting in concert with him) carry 30% or more of the voting rights of a company; or
- (b) any person who, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights and such person, or any person acting in concert with him, acquires in any period of six (6) months additional shares carrying more than 1% of the voting rights,

such person must extend offers immediately, on the basis set out in Rule 14, to the holders of any class of share capital of the company which carries votes and in which such person or persons acting in concert with him, hold shares. In addition to such person, each of the principal members of the group of persons acting in concert with him may, according to the circumstances of the case, have the obligation to extend an offer.

In calculating the percentages of voting rights of such person and their concert parties, Treasury Shares shall be excluded.

2.4.3 Persons acting in concert

Persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of shares in a company to obtain or consolidate effective control of that company.

Unless the contrary is established, the following persons, *inter alia*, will be presumed to be acting in concert, namely, (a) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts) and (b) a company, its parent company, subsidiaries and fellow subsidiaries, and their associated companies and companies whose associated companies include any of the aforementioned companies, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the aforementioned for the purchase of voting rights. For this purpose, ownership or control of 20% but not more than 50% of the voting rights of a company will be regarded as the test of associated company status.

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The circumstances under which Directors and persons acting in concert (as such term is defined in the Takeover Code) with them respectively, will incur an obligation to make a take-over offer under Rule 14 after a purchase or acquisition of Shares in the Company are set out in Appendix 2 of the Takeover Code.

2.4.4 Effect of Rule 14 and Appendix 2 of the Takeover Code

In general terms, the effect of Rule 14 and Appendix 2 of the Takeover Code is that, unless exempted, Directors and persons acting in concert with them will incur an obligation to make a mandatory take-over offer under Rule 14 if, as a result of the Company purchasing or acquiring Shares:

- (a) the voting rights of such Directors and persons acting in concert with them would increase to 30% or more; or
- (b) in the event that such Directors and persons acting in concert with them hold between 30% and 50% of the Company's voting rights, if the voting rights of such Directors and persons acting in concert with them would increase by more than 1% in any period of six (6) months.

Under Appendix 2 of the Takeover Code, a Shareholder not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 if, as a result of the Company purchasing or acquiring its Shares:

- (i) the voting rights of such Shareholder would increase to 30% or more; or
- (ii) if such Shareholder holds between 30% and 50% of the Company's voting rights, the voting rights of such Shareholder would increase by more than 1% in any period of six (6) months.

Such Shareholder need not abstain from voting in respect of the ordinary resolution authorising the renewal of the Share Buy-Back Mandate.

Shareholders will be subject to the provisions of Rule 14 of the Takeover Code if they acquire voting Shares after the Company's purchase or acquisition of its own Shares. For this purpose, an increase in the percentage of voting rights as a result of the Company's purchase or acquisition of its own Shares will be taken into account in determining whether a Shareholder and persons acting in concert with him have increased their voting rights by more than 1% in any period of six (6) months.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Takeover Code as a result of any purchase or acquisition of Shares by the Company should consult their professional advisers and/or SIC and/or other relevant authorities at the earliest opportunity.

2.4.5 Application of the Takeover Code

Details of the shareholdings of the Directors and Substantial Shareholders of the Company as of the Latest Practicable Date are set out in Section 2.11 below.

As at the Latest Practicable Date, Dr. Heah, the Executive Director and Chief Executive Officer of the Company, holds 63,988,980 Shares in the Company, representing 41.72% of the total number of issued Shares (excluding Treasury Shares) of the Company.

Assuming that there is no change in the number of Shares held or deemed to be held by Dr. Heah and parties acting in concert with him (collectively the "**Relevant Parties**"), the purchase or acquisition by the Company of the maximum limit of 10% of the issued Shares of the Company (excluding Treasury Shares and any subsidiary holdings) will result in an increase in the aggregate shareholding interest of the Relevant Parties by more than 1% in any period of six (6) months, from 41.72% to approximately 46.36% of the total number of issued Shares (excluding Treasury Shares). Accordingly, the Relevant Parties will be required to make a general offer under Rule 14.

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2.4.6 Conditions for exemption from having to make a general offer under Rule 14 of the Takeover Code

Pursuant to Section 3(a) of Appendix 2 of the Takeover Code, the Relevant Parties will be exempted from the requirement to make a general offer under Rule 14 as a result of any Share buy-back carried out by the Company pursuant to the Share Buy-Back Mandate, subject to the following conditions:

- (a) the appendix to Shareholders seeking their approval for the Share Buy-Back Mandate will contain:
 - (i) advice to the effect that by voting in favour of the resolution to approve the Share Buy-Back Mandate, Shareholders are waiving their rights to a general offer at the required price from the Relevant Parties who, as a result of the Company buying back its shares, would increase their voting rights to 30% or more, or, if they together hold between 30% and 50% of the Company's voting rights, would increase their voting rights by more than 1% in any period of 6 months; and
 - (ii) the names and voting rights of the Relevant Parties as at the time of the resolution and after the Company exercises the power under the Share Buy-Back Mandate;
- (b) the resolution to authorise the Share Buy-Back Mandate is approved by a majority of Shareholders who are present and voting at the AGM on a poll who could not become obliged to make an offer as a result of the Share buy-back;
- (c) the Relevant Parties will abstain from voting for and/or recommending Shareholders to vote in favour of the resolution to approve the Share Buy-Back Mandate;
- (d) within seven (7) days after the passing of the resolution to approve the Share Buy-Back Mandate, Dr. Heah submits to the SIC a duly signed form as prescribed by the SIC;
- (e) the Relevant Parties have not acquired and will not acquire any Shares between the date on which they know that the announcement of the Share Buy-Back Mandate is imminent and the earlier of:
 - (i) the date on which the authority of the Share Buy-Back Mandate expires; and
 - (ii) the date on which the Company announces it has bought back such number of Shares as authorised by the Share Buy-Back Mandate or it has decided to cease buying back its Shares, as the case may be,if such acquisitions, taken together with the buy-back would cause their aggregate voting rights to increase to 30% or more; and
- (f) the Relevant Parties, together holding between 30% and 50% of the Company's voting rights, have not acquired and will not acquire any Shares between the date on which they know that the announcement of the Share Buy-Back Mandate is imminent and the earlier of:
 - (i) the date on which the authority of the Share Buy-Back Mandate expires; and
 - (ii) the date on which the Company announces it has bought back such number of Shares as authorised by the Share Buy-Back Mandate or it has decided to cease the buying back its Shares, as the case may be,if such acquisitions, taken together with the buy-back, would cause their aggregate voting rights to increase by more than 1% in the preceding six (6) months.

It follows that, if the aggregate voting rights held by the Relevant Parties increase by more than 1% solely as a result of the Company's buy-back of Shares under the Share Buy-Back Mandate, and none of them has acquired any Shares during the relevant six (6) month period, then the Relevant Parties would be eligible for SIC's exemption from the requirement to make a general offer under Rule 14, or where such exemption had been granted, would continue to enjoy the exemption.

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If the Company ceases to buy-back Shares pursuant to the Share Buy-Back Mandate and the increase in the aggregate voting rights held by the Relevant Parties as a result of the relevant buy-back of Shares at such time is less than 1% in any six (6) month period, the Relevant Parties may acquire further voting rights in the Company. However, any increase in their percentage voting rights as a result of the buy-back of Shares pursuant to the Share Buy-Back Mandate will be taken into account, together with any voting rights acquired by the Relevant Parties by whatever means, in determining whether they have increased their aggregate voting rights by more than 1% in any six (6) month period.

Form 2 submission to the SIC

Form 2 (Submission by directors pursuant to Appendix 2 “Share Buy-Back Guidance Note” of the Takeover Code) is the prescribed form to be submitted to the SIC by a director acting in concert with a shareholder of a listed company who could become obliged to make a general offer under Rule 14 as a result of the buy-back of shares by a listed company under its share buy-back mandate.

As at the Latest Practicable Date, Dr. Heah has informed the Company that he will be submitting Form 2 to the SIC within seven (7) days after the passing of the resolution relating to the renewal of the Share Buy-Back Mandate.

2.4.7 Advice to Independent Shareholders

Shareholders should note that by voting for the renewal of the Share Buy-Back Mandate, they are waiving their rights to a general offer at the required price from the Relevant Parties in the circumstances set out above. Such a general offer, if required to be made and had not been exempted by the SIC, would have to be made in cash or be accompanied by a cash alternative at the required price.

Save as disclosed, the Directors are not aware of any facts or factors which suggest or imply that any particular person(s) and/or Shareholder(s) are, or may be regarded as, parties acting in concert such that their respective interests in voting shares in the capital of the Company should or ought to be consolidated, and consequences under the Takeover Code would ensue as a result of a purchase of Shares by the Company pursuant to the Share Buy-Back Mandate.

Appendix 2 of the Takeover Code requires that the resolution to authorise the Share Buy-Back Mandate be approved by a majority of those Shareholders present and voting at the meeting on a poll who could not become obliged to make an offer under the Takeover Code as a result of the Share buy-back. Accordingly, the said resolution is proposed to be taken on a poll and the Relevant Parties shall abstain from voting on such resolution.

2.5 Financial impact

2.5.1 Assumptions

It is not possible for the Company to realistically calculate or quantify the impact of purchases or acquisitions of Shares, that may be made pursuant to the Share Buy-Back Mandate, on the financial effects as it would depend on factors such as the aggregate number of Shares purchased or acquired, the purchase prices paid at the relevant time, and the amount (if any) borrowed by the Company to fund the purchases or acquisitions, whether the purchase or acquisition is made out of profits or capital, and whether the Shares purchased are held in treasury or cancelled. The financial effects presented in this Section of this Appendix are based on the assumptions set out below:

(a) Information as at the Latest Practicable Date

The Company has a total of 153,375,507 Shares in issue (excluding Treasury Shares and subsidiary holdings). There are 2,934,400 Shares held by the Company as Treasury Shares and there are no subsidiary holdings.

(b) Illustrative Financial Effects

Purely for illustrative purposes, on the basis of 153,375,507 Shares in issue as at the Latest

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Practicable Date (excluding Treasury Shares and subsidiary holdings) and assuming no further Shares are issued and no further Shares are held by the Company as Treasury Shares and there are no subsidiary holdings on or prior to the AGM, the purchase by the Company of 10% of its issued Shares will result in the purchase of 12,403,150 Shares (if Shares are purchased or acquired and held as Treasury Shares) or 15,337,550 Shares (if Shares are purchased or acquired and cancelled).

In the case of Market Purchases by the Company and assuming that the Company purchases or acquires 12,403,150 Shares (if the Shares were to be held as Treasury Shares) or 15,337,550 Shares (if the Shares were to be cancelled) at the Maximum Price of S\$0.3560 for each Share (being the price equivalent to 105% of the Average Closing Price of the Shares for the five (5) Market Days on which transactions in the Shares were recorded immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of 12,403,150 Shares or 15,337,550 Shares is approximately S\$4.41 million or S\$5.46 million respectively.

In the case of Off-Market Purchases by the Company and assuming that the Company purchases or acquires 12,403,150 Shares (if the Shares were to be held as Treasury Shares) or 15,337,550 Shares (if the Shares were to be cancelled) at the Maximum Price of S\$0.4068 for each Share (being the price equivalent to 120% of the Average Closing Price of the Shares for the five (5) Market Days on which transactions in the Shares were recorded immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of 12,403,150 Shares or 15,337,550 Shares is approximately S\$5.05 million or S\$6.24 million respectively;

- (c) the Share buy-back will be funded by the Company solely from external long-term borrowings;
- (d) the purchase or acquisition of Shares pursuant to the Share Buy-Back Mandate had taken place on 1 June 2025 for the purpose of computing the financial effects on the EPS of the Group;
- (e) the purchase or acquisition of Shares pursuant to the Share Buy-Back Mandate had taken place on 31 May 2026 for the purpose of computing the financial effects on Shareholders' equity, NTA per Share and gearing of the Company and the Group; and
- (f) transaction costs incurred for the purchase or acquisition of Shares pursuant to the Share Buy-Back Mandate are insignificant and are ignored for the purpose of computing the financial effects.

2.5.2 Pro Forma Financial Effects

For illustrative purposes only and on the basis of the assumptions set out above and assuming that the Share buy-backs will be funded by the Company solely from its external long-term borrowings, the financial effects of:

- (a) the acquisition of 8.09% of the issued Shares, excluding Treasury Shares and subsidiary holdings, comprising 12,403,150 Shares as at the Latest Practicable Date by the Company in a Market Purchase or Off-Market Purchase pursuant to the Share Buy-Back Mandate by way of purchases made entirely out of capital and held as Treasury Shares ("**Scenario A**"); and
- (b) the acquisition of 10% of the issued Shares, excluding Treasury Shares and subsidiary holdings, comprising 15,337,550 Shares as at the Latest Practicable Date, by the Company in a Market Purchase or Off-Market Purchase pursuant to the Share Buy-Back Mandate by way of purchases made entirely out of capital and cancelled ("**Scenario B**"),

on the audited financial statements of the Group and the Company for the financial year ended 31 May 2026 ("**FY2026**") are as follows:

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Scenario A (As at 31 May 2026)

(S\$'000)	Group			Company		
	Before Share Buy Back	After Market Purchase	After Off-Market Purchase	Before Share Buy Back	After Market Purchase	After Off-Market Purchase
Share Capital and Reserves	(3,570)	(7,985)	(8,616)	15,947	11,532	10,901
Retained Earnings	24,477	24,477	24,477	17,718	17,718	17,718
Total Shareholders' Equity	20,907	16,492	15,861	33,665	29,250	28,619
NTA	16,286	11,871	11,240	33,665	29,250	28,619
Current Assets	11,370	11,370	11,370	6,956	6,956	6,956
Current Liabilities	6,599	6,599	6,599	1,674	1,674	1,674
Working Capital	4,771	4,771	4,771	5,282	5,282	5,282
Total Borrowings	17	4,432	5,063	-	4,415	5,046
Cash and cash equivalents	7,776	7,776	7,776	3,004	3,004	3,004
Number of issued Shares ('000) ⁽¹⁾	153,376	140,972	140,972	153,376	140,972	140,972
Number of Treasury Shares ('000)	2,934	15,338	15,338	2,934	15,338	15,338
Weighted average number of Shares ('000)	153,376	140,972	140,972	153,376	140,972	140,972
Profit for the period attributable to shareholders	6,984	6,984	6,984	7,014	7,014	7,014
Financial Ratios						
NAV per share ⁽²⁾ (Singapore cents)	13.63	11.70	11.25	21.95	20.75	20.30
Gearing ⁽³⁾ (times)	-	0.27	0.32	-	0.15	0.18
Current Ratio (times)	1.72	1.72	1.72	4.16	4.16	4.16
Basic EPS ⁽⁴⁾ (Singapore cents)	4.55	4.95	4.95	4.57	4.98	4.98

Notes:

- (1) Based on the issued share capital of 153,375,507 Shares (excluding Treasury Shares and subsidiary holdings) as at the Latest Practicable Date.
- (2) NAV per Share equals to equity attributable to owners of the Company divided by the number of Shares outstanding as at the Latest Practicable Date.
- (3) Gearing equals to total borrowings divided by total equity.
- (4) EPS equals to profit attributable to owners of the Company divided by the weighted average number of Shares outstanding during FY2026.

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Scenario B (As at 31 May 2026)

(S\$'000)	Group			Company		
	Before Share Buy Back	After Market Purchase	After Off-Market Purchase	Before Share Buy Back	After Market Purchase	After Off-Market Purchase
Share Capital and Reserves	(3,570)	(9,029)	(9,809)	15,947	10,488	9,708
Retained Earnings	24,477	24,477	24,477	17,718	17,718	17,718
Total Shareholders' Equity	20,907	15,448	14,668	33,665	28,206	27,426
NTA	16,286	10,827	10,047	33,665	28,206	27,426
Current Assets	11,370	11,370	11,370	6,956	6,956	6,956
Current Liabilities	6,599	6,599	6,599	1,674	1,674	1,674
Working Capital	4,771	4,771	4,771	5,282	5,282	5,282
Total Borrowings	17	5,476	6,256	-	5,459	6,239
Cash and cash equivalents	7,776	7,776	7,776	3,004	3,004	3,004
Number of issued Shares ('000) ⁽¹⁾	153,376	138,038	138,038	153,376	138,038	138,038
Number of Treasury Shares ('000)	2,934	2,934	2,934	2,934	2,934	2,934
Weighted average number of Shares ('000)	153,376	138,038	138,038	153,376	138,038	138,038
Profit for the period attributable to shareholders	6,984	6,984	6,984	7,014	7,014	7,014
Financial Ratios						
NAV per share ⁽²⁾ (Singapore cents)	13.63	11.19	10.63	21.95	20.43	19.87
Gearing ⁽³⁾ (times)	-	0.35	0.43	-	0.19	0.23
Current Ratio (times)	1.72	1.72	1.72	4.16	4.16	4.16
Basic EPS ⁽⁴⁾ (Singapore cents)	4.55	5.06	5.06	4.57	5.08	5.08

Notes:

- (1) Based on the issued share capital of 153,375,507 Shares (excluding Treasury Shares and subsidiary holdings) as at the Latest Practicable Date.
- (2) NAV per Share equals to equity attributable to owners of the Company divided by the number of Shares outstanding as at the Latest Practicable Date.
- (3) Gearing equals to total borrowings divided by total equity.
- (4) EPS equals to profit attributable to owners of the Company divided by the weighted average number of Shares outstanding during FY2026.

The actual impact will depend on the number and price of the Shares bought back. As stated, the Directors do not propose to exercise the Share Buy-Back Mandate to such an extent that it would have a material adverse effect on the working capital requirements, financial position and/or gearing of the Group. The purchase of the Shares will only be effected after considering relevant factors such as the working capital requirement, availability of financial resources, the expansion and investment plans of the Group, and the prevailing market conditions. The Share Buy-Back Mandate will be exercised with a view to enhance the EPS and/or NAV per Share of the Group.

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Shareholders should note that the financial effects illustrated above, based on the respective aforesaid assumptions, are for illustrative purposes only. In particular, it is important to note that the above analysis is based on the audited financial statements of the Company and the Group for FY2026, and is not necessarily representative of the future financial performance of the Company and the Group.

It should be noted that although the Share Buy-Back Mandate would authorise the Company to purchase or otherwise acquire up to 10% of the issued Shares, the Company may not necessarily purchase or acquire, or be able to purchase or otherwise acquire, the entire 10% of the issued Shares. In addition, the Company may cancel, or hold as Treasury Shares, all or part of the Shares purchased or otherwise acquired. The Company will take into account both financial and non-financial factors (for example, stock market conditions and the performance of the Shares) in assessing the relative impact of a Share purchase before execution.

2.6 Tax implications

Shareholders who are in doubt as to their respective tax positions or any such tax implications or who may be subject to tax in a jurisdiction other than Singapore, should consult their own professional advisers.

2.7 Interested persons

The Company is prohibited from knowingly buying Shares on Catalist from an interested person, that is, a Director, the chief executive officer of the Company or Controlling Shareholder of the Company or any of their Associates, and an interested person is prohibited from knowingly selling his/her Shares to the Company.

2.8 Reporting requirements under the Companies Act

Within 30 days of the passing of a Shareholders' resolution to approve the purchases of Shares by the Company, the Company shall lodge a copy of such resolution with ACRA. Within 30 days of a purchase of Shares on Catalist or otherwise, the Company shall lodge with ACRA the notice of the purchase in the prescribed form, such notification including, *inter alia*, details of the purchase, the total number of Shares purchased by the Company, the total number of Shares cancelled, the number of Shares held as Treasury Shares, the Company's issued ordinary share capital before and after the purchase of Shares, the amount of consideration paid by the Company for the purchase, and whether the Shares were purchased out of the profits or the capital of the Company.

2.9 Catalist Rules

Public float

The Catalist Rules requires a listed company to ensure that at least 10% of the total number of any class of its listed securities must be held by public shareholders. The "public", as defined under the Catalist Rules, are persons other than the Directors, chief executive officer, Substantial Shareholders or Controlling Shareholders of the Company and its subsidiaries, as well as the Associates of such persons.

As at the Latest Practicable Date, approximately 30.97% of the issued share capital of the Company is held in the hands of the public. Assuming that the Company purchased the maximum of 10% of its issued share capital as at the Latest Practicable Date from members of the public by way of a Market Purchase, the percentage of Shares held by the public would be reduced to approximately 23.30%.

Accordingly, the Company is of the view that there is a sufficient number of issued Shares held in the hands of the public which would permit the Company to undertake purchases or acquisitions of its issued Shares up to the full 10% limit pursuant to the Share Buy-Back Mandate without affecting the listing status of the Shares on the Exchange, and that the number of Shares remaining in the hands

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of the public will not fall to such a level as to cause market illiquidity or to adversely affect the orderly trading of Shares.

The Directors will use their best efforts to ensure that the Company does not effect buy-back of Shares if the buy-back of Shares would result in the number of Shares remaining in the hands of the public falling to such a level as to cause market illiquidity or adversely affect the listing status of the Company or adversely affect the orderly trading of the Shares.

Maximum Price

Under the Catalist Rules, a listed company may only purchase shares by way of a market acquisition at a price which is not more than 5% above the average of the closing market prices of the Shares over the last five (5) Market Days, on which transactions in the Share were recorded, before the day on which the purchases are made and deemed to be adjusted for any corporate action that occurs during the relevant five (5) Market Days period and the day on which the purchases are made. The Maximum Price for a Share in relation to Market Purchases by the Company, referred to in Section 2.1.4 of this Appendix, conforms to this restriction.

Disclosure Requirements

Additionally, the Catalist Rules also specifies that a listed company shall report all purchases or acquisitions of its shares to the Exchange not later than 9.00 a.m.:

- (a) in the case of a Market Purchase, on the Market Day following the day of purchase of any of its Shares; and
- (b) in the case of an Off-Market Purchase under an equal access scheme, on the second Market Day after the close of acceptances of the offer.

Such announcement shall include, *inter alia*, details of the total number of Shares authorised for purchase, the date of purchase, the total number of Shares purchased, the purchase price per Share or (in the case of Market Purchases) the purchase price per Share or the highest price and lowest price per Share, the total consideration paid for the Shares and the number of issued Shares after purchase, in the form prescribed under the Catalist Rules.

Dealing in Securities

While the Catalist Rules does not expressly prohibit any purchase of Shares by a listed company during any particular time, because the listed company would be regarded as an “insider” in relation to any proposed purchase or acquisition of its issued Shares, the Company will not undertake any purchase or acquisition of Shares pursuant to the Share Buy-Back Mandate at any time after any matter or development of a price-sensitive nature has occurred or has been the subject of consideration and/or a decision of the Board until such price-sensitive information has been publicly announced.

Further, in conformity with the best practices on dealing with securities under the Catalist Rules, the Company will not purchase or acquire any Shares during the period commencing one (1) month before the announcement of the Company’s half year and full year financial statements, and ending on the date of announcement of the relevant results.

2.10 Shares bought by the Company in the previous 12 months

No purchases or acquisitions of Shares have been made by the Company in the 12 months immediately preceding the Latest Practicable Date.

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2.11 Interests of the Directors and/or Substantial Shareholders

	Before Share Buy-Back				After Share Buy-Back			
	Direct Interest		Deemed Interest		Direct Interest		Deemed Interest	
	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽²⁾	No. of Shares	% ⁽²⁾
Directors								
Mr. Chan Pengee, Adrian	–	–	–	–	–	–	–	–
Dr. Heah Sieu Min	63,988,980	41.72%	–	–	63,988,980	46.36%	–	–
Dr. Chia Kok Hoong	34,753,440	22.66%	–	–	34,753,440	25.18%	–	–
Mr. Lim Jun Xiong Steven	–	–	–	–	–	–	–	–
Mr. Chong Weng Hoe	167,600	0.11%	–	–	167,600	0.12%	–	–
Substantial Shareholders (other than Directors)								
Nil	–	–	–	–	–	–	–	–

Notes:

- (1) The percentage is calculated based on 153,375,507 Shares as at the Latest Practicable Date.
- (2) Assuming the Company purchases or acquires the maximum number of Shares pursuant to the Share Buy-Back Mandate and that all Shares bought back (including the number of Treasury Shares held as at the Latest Practicable Date) are cancelled, the percentage after the Share buy-back is calculated based on 138,037,957 Shares.

None of the Directors (other than in his capacity as a Director or Shareholder of the Company), as well as their respective Associates, has any interest, direct or indirect, in the Share Buy-Back Mandate.

3. PROPOSED ADOPTION OF THE HCSS EMPLOYEE SHARE OPTION SCHEME

3.1 Introduction

The Board refers to Ordinary Resolutions 8 and 9 of the Notice of AGM to be proposed at the AGM to seek Shareholders' approval for the adoption of the 2026 HCSS Employee Share Option Scheme (the **"Proposed Adoption of the 2026 HCSS ESOS"**).

The purpose of this Appendix is to provide Shareholders with information relating to, and to seek Shareholders' approval for, the Proposed Adoption of the 2026 HCSS ESOS and the 2026 HCSS PSP.

The Company's 2016 HCSS ESOS was adopted on 28 September 2016. As the 2016 HCSS ESOS is expiring on 27 September 2026, the Company is proposing to adopt a new employee share option scheme, the 2026 HCSS Employee Share Option Scheme (the **"2026 HCSS ESOS"**), to replace the 2016 HCSS ESOS. The terms of the 2026 HCSS ESOS are similar to the 2016 HCSS ESOS, save for updates made in alignment with the Catalist Rules. The 2026 HCSS ESOS shall come into effect immediately after the expiry of the 2016 HCSS ESOS on 27 September 2026.

In general, Group Employees, Group Executive Directors and Group Non-Executive Directors (including Independent Directors) shall be eligible to participate in the 2026 HCSS ESOS. Controlling Shareholders and their Associates shall also be eligible to participate. All participation is subject to the rules of the 2026 HCSS ESOS (the **"2026 HCSS ESOS Rules"**) set out in **Appendix A** of this Appendix.

The Company will make the necessary application(s) for the listing and quotation of the new Shares to be issued pursuant to the 2026 HCSS ESOS upon obtaining shareholders' approval of the 2026 HCSS ESOS at the AGM. The relevant conditions of the in-principle approval of the Exchange to be sought by the Company through the Sponsor shall be disclosed in the announcement on the receipt of the listing and quotation notice.

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2016 HCSS ESOS

The 2016 HCSS ESOS was adopted on 28 September 2016. Further details of the 2016 HCSS ESOS can be found in the Company's offer document dated 25 October 2016.

From the adoption of the 2016 HCSS ESOS on 28 September 2016 to the date of this Appendix, no Options were granted under the 2016 HCSS ESOS. Accordingly, no Options were granted to Directors, Controlling Shareholders and their Associates.

3.2 Rationale for the 2026 HCSS ESOS

The 2026 HCSS ESOS will provide eligible participants with an opportunity to participate in the equity of the Company and to motivate them towards better performance through increased dedication and loyalty. The 2026 HCSS ESOS, which forms an integral and important component of a compensation plan, is designed to primarily reward and retain employees whose services are vital to our success. The 2026 HCSS ESOS will help to achieve the following positive objectives:

- (a) to motivate participants to optimise their performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) to retain key employees whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to instil loyalty to, and a stronger identification by participants with the long-term prosperity of the Group;
- (d) to attract potential employees with relevant skills to contribute to our Group and to create value for our Shareholders; and
- (e) to align the interests of participants with the interests of our Shareholders.

3.3 Overview of the 2026 HCSS ESOS

Participants

The 2026 HCSS ESOS allows for participation by confirmed Group Employees (including our Executive Directors) and Non-Executive Directors (including Independent Directors), who have attained the age of 21 years on or before the relevant date of grant of the Option, provided that none of them shall be an undischarged bankrupt or have entered into a composition with his creditors.

Controlling Shareholders and their Associates are also eligible to participate in the 2026 HCSS ESOS provided that they have met the eligibility criteria and that all conditions for their participation in the 2026 HCSS ESOS as may be required by the Catalist Rules from time to time, including but not limited to obtaining the necessary approvals of independent Shareholders for such participation, are satisfied.

Administration of the 2026 HCSS ESOS

The 2026 HCSS ESOS shall be administered by the Share Option Scheme Administration Committee, which shall have the powers to determine, *inter alia*, the following:

- (a) persons to be granted Options;
- (b) number of Options to be offered; and
- (c) recommendations for modifications to the 2026 HCSS ESOS.

However, in compliance with the requirement of the Catalist Rules, a participant of the 2026 HCSS ESOS who is a member of the Share Option Scheme Administration Committee will not be involved in any deliberation or decision in respect of Options to be granted to that participant.

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Size of the 2026 HCSS ESOS

The total number of Shares over which the Share Option Scheme Administration Committee may grant Options on any date, when added to the number of Shares issued and issuable in respect of all Options granted under the 2026 HCSS ESOS (including the Performance Share Plan and any other share option schemes of our Company) shall not exceed 15.0% of the number of issued Shares (excluding Treasury Shares) on the day preceding the date of the relevant grant.

Our Directors believe that this limit gives us sufficient flexibility to decide upon the number of Option Shares to offer to the Group Employees under the 2026 HCSS ESOS. The number of eligible participants is expected to grow over the years. Our Company, in line with its goals of ensuring sustainable growth, is constantly reviewing its position and considering the expansion of its talent pool which may involve employing new employees. The employee base and the number of eligible participants will increase as a result. The number of Options offered must also be significant enough to serve as a meaningful reward for contribution to our Group. The Share Option Scheme Administration Committee shall exercise its discretion in deciding the number of Shares to be granted to each employee under the 2026 HCSS ESOS which will depend on the performance and value of the employee to our Group.

By way of illustration, as at the Latest Practicable Date, the Company's total issued share capital comprised 153,375,507 Shares (excluding Treasury Shares). Based on this, the maximum number of Shares that the Company may make available under the 2026 HCSS ESOS and any other share schemes of the Company is 23,006,326 Shares, i.e. 15.0% of 153,375,507 Shares.

Options entitlements

The number of Option Shares to be offered to a participant shall be determined by the Share Option Scheme Administration Committee, in their absolute discretion. The Share Option Scheme Administration Committee shall consider criteria such as rank and responsibilities within our Group, performance, years of service/appointment and potential for future development of that participant and the performance of our Company.

Options, exercise period and exercise price

The Options that are granted under the 2026 HCSS ESOS may have exercise prices that are, at the discretion of the Share Option Scheme Administration Committee:

- (a) set at a discount to a price (the "**Market Price**") equal to the average of the last dealt prices for the Shares on the Exchange for the five consecutive trading days immediately preceding the relevant date of grant of the relevant Option of a Share (the "**Incentive Option**"), provided that:
 - (i) the maximum shall not exceed 20.0% of the Market Price (or such other percentage or amount as may be determined by the Share Option Scheme Administration Committee and permitted by the Exchange); and
 - (ii) the Shareholders in general meeting shall have authorised, in a separate resolution, the making of offers and grants of Options under the 2026 HCSS ESOS at a discount not exceeding the maximum discount as aforesaid,

in which event, such Options may be exercised after the second anniversary of the Date of Grant and expiring on the tenth anniversary of such Date of Grant; or

- (b) fixed at the Market Price (the "**Market Price Option**"). Market Price Options may be exercised after the first anniversary of the Date of Grant and expiring on the tenth anniversary of such Date of Grant.

Grant of Options

There are no fixed periods for the grant of Options. As such, offers of the grant of Options may be made at any time from time to time at the discretion of the Share Option Scheme Administration Committee.

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However, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, offers may only be made after the second market day from the date on which the aforesaid announcement is made.

Termination of Options

Options may lapse or be exercised earlier in circumstances which include the termination of the employment of the participant in our Group, the bankruptcy of the participant, the death of the participant, a take-over of our Company, and the winding-up of our Company.

Acceptance of Options

An Option offered to a Grantee may only be accepted within 30 days from the date of the relevant Offer Date, failing which the Offer shall lapse. Upon acceptance of the Offer, the grantee must pay our Company a consideration of S\$1.00.

Rights of Shares arising from the exercise of Options

New Shares arising from the exercise of Options, when issued and allotted, shall be subject to all the provisions of the Constitution of our Company and shall 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 date upon which such exercise occurred, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

Duration of the 2026 HCSS ESOS

The Share Option Scheme shall continue in operation for a maximum period of ten (10) years commencing on the date on which the 2026 HCSS ESOS is adopted by our Company in general meeting, provided that the 2026 HCSS ESOS may continue for any further period thereafter with the approval of our Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

Adjustments under the 2026 HCSS ESOS

If a variation in the share capital of our Company (whether by way of a bonus or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:

- (a) the exercise price for the Shares, class and/or number of Shares comprised in the Options to the extent not yet vested and the rights attached thereto; and/or
- (b) the class and/or number of Shares over which future Options may be granted under the 2026 HCSS ESOS,

may, at the option of the Share Option Scheme Administration Committee, be adjusted in such manner as the Share Option Scheme Administration Committee may determine to be appropriate. However, any adjustment shall be made in such a way that a participant will not receive a benefit that a Shareholder does not receive.

The issue of securities as consideration for an acquisition or a private placement of securities or the cancellation of issued shares purchased or acquired by our Company by way of a market purchase of such shares undertaken by our Company on the Exchange during the period when a share purchase mandate granted by our Shareholders (including any renewal of such mandate) is in force shall not normally be regarded as a circumstance requiring adjustment.

Any adjustment (except in relation to a bonus issue) must be confirmed in writing by the auditors to be fair and reasonable.

Modifications to the 2026 HCSS ESOS

The 2026 HCSS ESOS may be modified and/or altered from time to time by a resolution of the Share Option Scheme Administrative Committee, subject to the compliance with the requirements of the

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Catalist Rules and the requirements of any other regulatory authorities as may be necessary.

However, no modification or alteration shall adversely affect the rights attached to Options granted prior to such modification or alteration except with the written consent of such number of participants under the 2026 HCSS ESOS who, if they exercised their Options in full, would thereby become entitled to not less than 75.0% of the number of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options under the 2026 HCSS ESOS.

No alteration to certain rules of the 2026 HCSS ESOS which would be to the advantage of participants under the 2026 HCSS ESOS, shall be made except with the prior approval of our Shareholders in general meeting.

Grant of Incentive Options with a discounted exercise price

The ability to offer Options to participants of the 2026 HCSS ESOS with exercise prices set at a discount to the prevailing market prices of our Shares will operate as a means to recognise the performance of participants. This would motivate them to continue to excel while encouraging them to focus more on improving the profitability and return of our Group above a certain level, which will benefit all Shareholders when these are eventually reflected through share price appreciation. Incentive Options would be perceived in a more positive light by the participants, inspiring them to work hard and produce results in order to be offered Incentive Options, as only employees who have made outstanding contributions to the success and development of our Group would be granted Incentive Options.

The flexibility to grant Options with discounted prices is also intended to cater to situations where the stock market performance has overrun the general market conditions. In such events, the Share Option Scheme Administration Committee will have absolute discretion to:

- (a) grant Options set at a discount to Market Price of a Share (subject to a maximum limit of 20.0%); and
- (b) determine the participants to whom, and the Options to which, such reduction in exercise prices will apply.

In determining whether to give a discount and the quantum of the discount, the Share Option Scheme Administration Committee shall be at liberty to consider factors including the performance of our Company, our Group, the performance of the participant concerned, the contribution of the participant to the success and development of our Group and the prevailing market conditions. The Share Option Scheme Administration Committee will determine on a case-by-case basis whether a discount will be given, and if so, the quantum of the discount, taking into account the objective that is desired to be achieved by our Company and the prevailing market conditions. As the actual discount given will depend on the relevant circumstances, the extent of the discount may vary from one case to another, and from time to time, subject to a maximum discount of 20.0% of the Market Price of a Share. The discretion to grant Incentive Options will, however, be used judiciously.

It is envisaged that our Company may consider granting the Incentive Options under circumstances including (but not limited to) the following:

- (a) where, due to speculative forces in the stock market resulting in an overrun of the market, the market price of our Shares at the time of the grant of Incentive Options is not a true reflection of the financial performance of our Company;
- (b) to enable our Company to offer competitive remuneration packages in the event that the practice of granting Incentive Options becomes a more significant component of executive remuneration packages, in which case a discretion to grant Incentive Options will provide our Company with a means to maintain the competitiveness of our Group compensation strategy; and/or
- (c) where our Group needs to provide more compelling motivation for specific business units to improve their performance, grants of Incentive Options will help to align the interests of employees with those of our Shareholders by encouraging them to focus more on improving the profitability and return of our Group above a certain level which will benefit all Shareholders when these are eventually reflected through share price appreciation. As such, Incentive Options would be perceived more positively by the employees who receive such Incentive Options.

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Such flexibility in determining the quantum of discount would enable the Share Option Scheme Administration Committee to tailor the incentives in the grant of Incentive Options to be commensurate with the performance and contribution of each individual participant. By individually recognising the degree of performance and contribution of each participant, the granting of Incentive Options at a commensurate discount would enable the Share Option Scheme Administration Committee to provide incentives for better performance, greater dedication and loyalty of the participants.

Our Company may also grant Market Price Options without any discount to the market price of our Company's shares. Additionally, our Company may, if it deems fit, impose conditions on the exercise of the Options (whether such Options are granted at the market price or at a discount to the market price), such as restricting the number of Shares for which the Option may be exercised during the initial years following its vesting.

Rationale for participation by employees of our Group in the 2026 HCSS ESOS

The extension of the Share Option Scheme to our Group Employees allows us to have a fair and equitable system to reward Directors and employees of our Company and/or subsidiaries who have made and who continue to make significant contributions to the long-term growth of our Group.

We believe that the grant of Options to our Group Employees will enable us to attract, retain and provide incentives to its participants to produce higher standards of performance as well as encourage greater dedication and loyalty to our Group. This would enable our Company to give recognition to past contributions and services as well as motivating participants generally to contribute towards the long-term growth of our Group.

Rationale for participation by Non-Executive Directors (including Independent Directors) in the 2026 HCSS ESOS

Although Non-Executive Directors are not involved in the day-to-day running of our operations, they play an invaluable role in furthering the business interests of our Group by contributing their experience and expertise. The participation by Non-Executive Directors in the Share Option Scheme will provide our Company with a further avenue to acknowledge and recognise their services and contributions to our Group as it may not always be possible to compensate them fully or appropriately by increasing the directors' fees or other forms of cash payment. For instance, Non-Executive Directors may bring strategic or other value to our Company which may be difficult to quantify in monetary terms. The grant of Options to Non-Executive Directors will allow our Company to attract and retain experienced and qualified persons from different professional backgrounds to join our Company as Non-Executive Directors, and to motivate our existing Independent Directors to take extra efforts to promote the interests of our Company and/or our Group.

In deciding whether to grant Options to Non-Executive Directors, the Remuneration Committee will take into consideration, among other things, the services and contributions made to the growth, development and success of our Group and the years of service of a particular Non-Executive Director. The Remuneration Committee may also, where it considers relevant, take into account other factors such as economic conditions and our Company's performance.

In order to minimise any potential conflict of interests and not to compromise the independence of the Non-Executive Directors, our Company intends to grant only a nominal number of Options under the Share Option Scheme to such Non-Executive Directors. In addition, in the event that any conflict of interests arises in any matter to be decided by our Board, our Company shall procure that the relevant Independent Directors abstain from voting on such matter at the Board meeting.

Rationale for participation by Controlling Shareholders and their Associates of our Group in the 2026 HCSS ESOS

The Share Option Scheme has been implemented to motivate employees to maximise their performance and efficiency, and to also provide alternative forms of remuneration to reward employees for their significant contributions, and to align the interests of our Group with those of our employees. As such, Group Employees who are also Controlling Shareholders and their Associates should be given equal treatment, notwithstanding that they are Controlling Shareholders or Associates of Controlling Shareholders, and no differentiation should be made between them and other employees

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or Directors.

As a safeguard, the Share Option Scheme will be managed by Board members who are not Controlling Shareholders or their Associates. In addition, specific approval of Independent Shareholders is required for the grant of Awards under the Share Option Scheme to Controlling Shareholders and their Associates, in terms of the actual number of Awards and the terms of such Awards to be granted. Justification for participation in the Share Option Scheme will be disclosed in the process of seeking independent Shareholders' approval.

3.4 Disclosure in Annual Report

The Company shall make the following disclosures in its annual report to Shareholders for the duration of the 2026 HCSS ESOS:-

- (a) the names of the members of the Share Option Scheme Administrative Committee;
- (b) the information in respect of Options granted to the following participants in the table set out below:
 - (i) Directors of the Company;
 - (ii) Participants who are Controlling Shareholders or their Associates; and
 - (iii) Participants, other than those in (i) or (ii) above, who receive 5.0% or more of the total number of Options available under the Scheme.

Name of Participant	Number of Options granted during financial year under review (including terms)	Aggregate number of Options granted since commencement of Scheme to end of financial year under review	Aggregate number of Options exercised since commencement of Scheme to end of financial year under review	Aggregate number of Options outstanding as at end of financial year under review
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- (c) the number of Incentive Options during the financial year under review in the following bands:-

Discount to the Market Price %	Aggregate number of Incentive Options granted during the financial year under review	Proportion of Incentive Options to Market Price Options granted during the financial year under review
0 – 10		
11 – 20		

- (d) disclosure in the annual report of information on Options granted to Directors and employees of the Company's parent company and its subsidiaries would not be necessary as such persons are not participants.

3.5 Financial effects of the 2026 HCSS ESOS

Any Options granted under the 2026 HCSS ESOS would have a fair value. In the event that such Options are granted at prices below the fair value of the Options, there will be a cost to our Company. The amounts of such costs may be more significant in the case of Incentive Options, where such Options are granted with exercise prices set at a discount to the prevailing market price of our Shares. The cost to our Company of granting Options under the Share Option Scheme would be as follows:

- (a) the exercise of an Option at the exercise price would translate into a reduction of the proceeds from the exercise of such Option, as compared to the proceeds that our Company would have received from such exercise had the exercise been made at the prevailing market price of our Shares. Such reduction of the exercise proceeds would represent the monetary cost to our

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Company;

- (b) as the monetary cost of granting Options with a discounted exercise price is borne by our Company, the earnings of our Company would effectively be reduced by an amount corresponding to the reduced interest earnings that our Company would have received from the difference in proceeds from exercise price with no discount versus the discounted exercise price. Such reduction would, accordingly, result in the dilution of our Company's EPS; and
- (c) the effect of the issue of new Shares upon the exercise of Option is that our Company's NTA per Share will increase if the exercise price is above the NTA per Share and decrease if the exercise price is below the NTA per Share.

The financial effects as discussed above would only materialise upon the exercise of the relevant Options. Share options have value because the option to buy a company's share for a fixed price during an extended future time period is a valuable right, even if there are restrictions attached to such an option. As our Company is required to account for share-based Awards granted to our employees, the cost of granting Options will affect our financial results as this cost to our Company would be required to be charged to our Company's profit and loss account commencing from the time Options are granted. Subject as aforesaid, as and when Options are exercised, the cash inflow will add to the net tangible assets of our Company and its share capital base will grow.

Where Options are granted with subscription prices that are set at a discount to the market prices for our Shares prevailing at the time of the grant of such Options, the amount of the cash inflow to our Company on the exercise of such Options would be diminished by the quantum of the discount given, as compared with the cash inflow that would have been receivable by our Company had the Options been granted at the market price of our Shares prevailing at the time of the grant.

The grant of Options will have an impact on our Company's reported profit under the Singapore Financial Reporting Standards (International) which requires the recognition of an expense in respect of Options granted. The expenses will be based on the fair value of the Options at the date of grant (as determined by an option-pricing model) and will be recognised over the vesting period.

Details of the number of Options granted pursuant to the 2026 HCSS ESOS, the number of Options exercised and the exercise price (as well as any applicable discounts) will be disclosed in our annual report.

4. THE PROPOSED ADOPTION OF THE 2026 HCSS PERFORMANCE SHARE PLAN

4.1 Introduction

The Board refers to Ordinary Resolution 10 of the Notice of AGM to be proposed at the AGM to seek Shareholders' approval for the adoption of the 2026 HCSS Performance Share Plan (the "**Proposed Adoption of the 2026 HCSS PSP**").

The Company's 2016 HCSS PSP was adopted on 28 September 2016. As the 2016 HCSS PSP is expiring on 27 September 2026, the Company is proposing to adopt a new performance share plan, the 2026 HCSS Performance Share Plan (the "**2026 HCSS PSP**"), on similar terms to the 2016 HCSS PSP, save for updates made in alignment with the Catalist Rules. The 2026 HCSS PSP shall come into effect immediately after the expiry of the 2016 HCSS PSP on 27 September 2026.

In general, Group Employees, Group Executive Directors and Group Non-Executive Directors (including Independent Directors) shall be eligible to participate in the 2026 HCSS PSP. Controlling Shareholders and their associates shall also be eligible to participate. All participation is subject to the rules of the 2026 HCSS PSP (the "**2026 HCSS PSP Rules**") set out in **Appendix B** of this Appendix.

The Company will make the necessary application(s) for the listing and quotation of the new Shares to be issued pursuant to the 2026 HCSS PSP upon obtaining shareholders' approval of the 2026 HCSS PSP at the AGM. The relevant conditions of the in-principle approval of the Exchange to be sought by the Company through the Sponsor shall be disclosed in the announcement on the receipt of the listing and quotation notice.

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Particulars of Awards granted under the 2016 HCSS PSP

The 2016 HCSS PSP was adopted on 28 September 2016. Further details of the 2016 HCSS PSP can be found in the Company's offer document dated 25 October 2016.

From the adoption of the 2016 HCSS PSP on 28 September 2016 to the date of this Appendix, 16,100 Shares were granted to an employee (who was not a director or controlling shareholder of the Company) pursuant to Awards which were granted to him in FY2017.

Save as disclosed above, no other Awards were granted under the 2016 HCSS PSP to Directors, Controlling Shareholders or their Associates.

4.2 Rationale for the 2026 HCSS PSP

The Performance Share Plan is a compensation scheme that promotes higher performance goals and recognises exceptional achievement. We have taken steps to align ourselves with and embrace local trends and best practices in compensation.

Unlike the Options granted under the Share Option Scheme, the Performance Share Plan contemplates the award of fully-paid Shares to participants after certain pre-determined benchmarks have been met. Although we may, where appropriate, continue to distribute cash bonuses to the Group Employees and Non-Executive Directors, we believe that the Performance Share Plan will be more effective than pure cash bonuses in motivating employees of our Group to work towards pre-determined goals.

The Performance Share Plan is based on the principle of pay-for-performance and is designed to enable us to reward, retain and motivate Group Employees to achieve superior performance. The purpose of adopting the Performance Share Plan in addition to the Share Option Scheme is to give us greater flexibility to align the interests of Group Employees, especially key executives, with the interests of Shareholders.

The objectives of the Performance Share Plan are as follows:

- (a) to provide an opportunity for participants of the Performance Share Plan to participate in the equity of our Company, thereby inculcating a stronger sense of identification with the long-term prosperity of our Group and promoting organisational commitment, dedication and loyalty of participants towards our Group;
- (b) to motivate participants to strive towards performance excellence and to maintain a high level of contribution to our Group;
- (c) to give recognition to contributions made or to be made by participants by introducing a variable component into their remuneration package; and
- (d) to make employee remuneration sufficiently competitive to recruit new participants and/or to retain existing participants whose contributions are important to the long-term growth and profitability of our Group.

4.3 Overview of the 2026 HCSS PSP

The 2026 HCSS PSP is designed to reward its participants through the issue of fully-paid Shares according to the extent to which they complete certain time-based service conditions or achieve their performance targets over set performance periods.

Awards granted shall take into account, *inter alia*, (a) the financial performance of our Group, (b) an employees' criteria such as his rank, job performance, potential for future development and his contribution to the success and development of our Group, and (c) in respect of a participant being a Non-Executive Director, criteria such as his contribution to the success and development of our Group.

No minimum vesting periods are prescribed under the 2026 HCSS PSP for Awards, and the length of the vesting period in respect of each Award will be determined on a case-by-case basis.

We will announce the following information, among others, to the Exchange and the public immediately upon the grant of Awards under the 2026 HCSS PSP:

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- (a) the date of the grant;
- (b) total number of shares granted;
- (c) the market price of its securities on the date of the grant; and
- (d) range of number of shares granted to each participant.

Participants

The 2026 HCSS PSP allows for participation by full-time Group Employees (including the Group Executive Directors) and Non-Executive Directors (including Independent Directors) who have attained the age of 21 years and above on or before the relevant date of grant of the Award, provided that none shall be an undischarged bankrupt or have entered into a composition with his creditors.

Controlling Shareholders and their Associates who meet the above eligibility criteria are also eligible to participate in the 2026 HCSS PSP provided that they have met the eligibility criteria and that all conditions for their participation in the 2026 HCSS PSP as may be required by the Catalist Rules from time to time, including but not limited to obtaining the necessary approvals of Independent Shareholders for such participation, are satisfied.

Management of the 2026 HCSS PSP

The 2026 HCSS PSP shall be managed by the members of the Performance Share Plan Administration Committee, which has the absolute discretion to determine persons who will be eligible to participate in the 2026 HCSS PSP. However, in compliance with the requirements of the Catalist Rules, a participant who is a member of the Performance Share Plan Administration Committee shall not be involved in any deliberation or decision in respect of Awards (as the case may be) to be granted to or held by that participant.

Our Board is responsible for reviewing and approving remuneration packages of our key executives (other than Executive Directors). Our Remuneration Committee will recommend to our Board a framework of remuneration for our Directors and key executives and determine specific remuneration packages for each Executive Director. Our Board and Remuneration Committee aim to build a capable and committed management team and workforce for our Group through focused management, progressive policies and competitive remuneration packages which can attract and retain a pool of talented executive officers to meet the current and future growth of our Group.

Size of the 2026 HCSS PSP

The aggregate number of Shares which may be issued and/or transferred pursuant to Awards granted under the 2026 HCSS PSP on any date, when added to the number of Shares issued and issuable and/or transferred and transferrable in respect of (a) all Awards granted under the 2026 HCSS PSP, and (b) all options granted under any other share option, share incentive, or performance share or restricted share plan implemented by our Company and for the time being in force, shall not exceed 15.0% of the number of all issued Shares (excluding treasury shares) on the day preceding that date.

To enjoy greater flexibility in structuring remuneration and compensation packages, our Company believes that it should have a sufficient number of Shares to accommodate Awards issued under the 2026 HCSS PSP. Taking into consideration the size of the share capital of our Company as well as the number of eligible participants in the 2026 HCSS PSP, our Directors believe that such limit is necessary to accommodate the existing number of participants to whom Awards may be granted under the 2026 HCSS PSP annually over the 10-year period of the 2026 HCSS PSP so as to create a meaningful compensation for the participants' contributions.

By way of illustration, as at the Latest Practicable Date, the Company's total issued share capital comprised 153,375,507 Shares (excluding treasury shares). Based on this, the maximum number of Shares that the Company may make available under the 2026 HCSS PSP and any other share schemes of the Company is 23,006,326 Shares, i.e. 15.0% of 153,375,507 Shares.

Awards Entitlement

Awards represent the right of a participant to receive fully-paid Shares free of charge. Awards granted under the 2026 HCSS PSP may be time-based or performance-related as set out above.

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In respect of time-based Awards, a participant is entitled to receive fully-paid Shares free of charge upon the expiry of the prescribed vesting periods.

In the case of performance-related Awards, a participant is entitled to receive fully-paid Shares free of charge subject to certain prescribed performance targets being met.

The vesting periods of Awards (whether time-based or performance-related) will be determined by the Performance Share Plan Administration Committee and may not be subject to such time restrictions before vesting.

The selection of a participant, the type of Award (whether time-based or performance-related), the number of Performance Shares to be granted to him, and the prescribed vesting period shall be determined at the absolute discretion of the Performance Share Plan Administration Committee, which shall take into account:

- (a) in respect of a participant being a Group Employee, criteria such as his rank, job performance, potential for future development and his contribution to the success and development of our Group; and
- (b) in respect of a participant being a Non-Executive Director, criteria such as his contribution to the success and development of our Group.

In addition, for performance-related Awards, the extent of effort required to achieve the performance target(s) within the performance period shall also be considered.

The Performance Share Plan Administration Committee shall decide, in relation to each Award (whether time-based or performance related) to be granted to a participant:

- (a) the date on which the Award is to be granted;
- (b) the number of Performance Shares;
- (c) the prescribed vesting period(s); and
- (d) the extent to which Performance Shares shall be released at the end of each prescribed vesting period.

In the case of performance-related Awards, the Performance Share Plan Administration Committee shall also decide on:

- (a) the prescribed performance condition(s);
- (b) the performance period during which the prescribed performance condition(s) are to be satisfied; and
- (c) the extent to which Performance Shares shall be released on the prescribed performance target(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.

Grant of Awards

Awards may be granted at any time during the period when the 2026 HCSS PSP is in force. An Award letter confirming the Award and specifying, amongst others, in relation to a performance-related Award, the prescribed performance condition(s) and the performance period during which the prescribed performance condition(s) are to be satisfied, will be sent to each participant as soon as is reasonably practicable after making an Award.

Vesting of Awards

Special provisions for the vesting and lapsing of Awards (some at the discretion of the Performance Share Plan Administration Committee) under certain circumstances include:

- (a) a participant, being a Group Employee, ceasing for any reason whatsoever, to be in the

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employment of a company in our Group or in the event the company by which the participant is employed ceases to be a company in our Group;

- (b) a participant, being a Non-Executive Director, ceasing to be a director of a company in our Group, for any reason whatsoever;
- (c) upon the bankruptcy of the participant, or any other event which results in him being deprived of the legal or beneficial ownership of or interest in such Award;
- (d) ill health, injury, disability or death of a participant;
- (e) a participant committing any breach of any of the terms of his Award;
- (f) misconduct on the part of a participant as determined by the Company in its discretion;
- (g) a general offer being made of all or any part of our Shares;
- (h) a scheme of arrangement or compromise between our Company and our Shareholders being sanctioned by the Court;
- (i) an order for the compulsory winding-up of the Company being made;
- (j) a resolution for a voluntary winding-up (other than for amalgamation or reconstruction) of the Company being made; and/or
- (k) any other event approved by the Performance Share Plan Administration Committee.

Upon the occurrence of any of the events specified in paragraphs (g) to (j) above, the Performance Share Plan Administration Committee may consider, in its absolute discretion, whether or not to release any Award. If the Performance Share Plan Administration Committee decides to release any Award, then in determining the number of Shares to be vested in respect of such Award, the Performance Share Plan Administration Committee will have regard to the proportion of the vesting period(s) which has elapsed and the extent to which the prescribed performance target(s) (if any) has been satisfied.

Upon the occurrence of any of the events specified in paragraphs (a) to (f) above, an Award then held by a participant shall, subject as provided in the rules of the 2026 HCSS PSP and to the extent not yet released, immediately become void and cease to have effect and the participant shall have no claim whatsoever against our Company.

Our Company will have the flexibility to deliver Performance Shares to participants upon the vesting of their Awards by way of:

- (a) an issue of new Shares; and/or
- (b) the purchase of existing Shares on behalf of the participants.

It is the intention of our Company that Performance Shares will typically be delivered to participants upon the vesting of their Awards by way of an issue of new Shares. However, our Company anticipates that our Company may, in very limited circumstances, purchase existing Shares on behalf of the participants upon the vesting of their Awards. These circumstances include situations when our Shares are undervalued or when it otherwise makes economic sense to purchase existing Shares.

New Shares, when issued and allotted, and existing Shares, when transferred to the participants upon the release of Awards shall be subject to all the provisions of the Constitution of our Company and shall rank *pari passu* in all respects with the then existing issued Shares, save for any dividends, rights, allotments or distributions on the record date of which falls on or before the relevant vesting date of the Shares which are the subject of the Awards. For such purposes, record date means the date as at the close of business on which our Shareholders must be registered in order to participate in any dividends, rights, allotments or other distributions.

Shares which are the subject of:

- (a) a time-based Award shall, vest upon the expiry of each vesting period in relation to such Award and our Company shall release to the relevant participant the Performance Shares to which his

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Award relates on the vesting date; and

- (b) a performance-related Award shall be vested with a participant on the vesting date, which shall be a Market Day falling as soon as practicable after the review by the Performance Share Plan Administration Committee of the performance target(s) prescribed in respect of such Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied, and, on the vesting date, the Performance Share Plan Administration Committee will procure the allotment or transfer to each participant of the number of Performance Shares so determined.

For the purposes of determining if performance target(s) in respect of performance-related Awards have been achieved, the Performance Share Plan Administration Committee has the right to make computational adjustments to the audited results of our Company or our Group, as the case may be, to take into account such factors as the Performance Share Plan Administration Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events. The Performance Share Plan Administration Committee also has the discretion to amend the performance target(s) if the Performance Share Plan Administration Committee decides that a changed performance target would be a fairer measure of performance, or to waive the performance target where the participant has achieved a level of performance that the Performance Share Plan Administration Committee considers satisfactory notwithstanding that the performance target has not been fulfilled.

Adjustments under the 2026 HCSS PSP

If a variation in the share capital of our Company (whether by way of bonus or, rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:

- (a) the class and/or number of Performance Shares to the extent not yet vested and the rights attached thereto; and/or
- (b) the class and/or number of Shares over which future Awards may be granted under the 2026 HCSS PSP,

may, at the option of the Performance Share Plan Administration Committee, be adjusted in such manner as the Performance Share Plan Administration Committee may determine to be appropriate. However, any adjustment shall be made in such a way that a participant will not receive a benefit that a Shareholder does not receive.

The issue of securities as consideration for an acquisition or a private placement of securities or the cancellation of issued shares purchased or acquired by our Company by way of a market purchase of such shares undertaken by our Company on the Exchange during the period when a share purchase mandate granted by our Shareholders (including any renewal of such mandate) is in force shall not normally be regarded as a circumstance requiring adjustment.

Any adjustment (except in relation to a bonus) must be confirmed in writing by the auditors to be fair and reasonable.

Modifications to the 2026 HCSS PSP

The 2026 HCSS PSP may be modified and/or altered from time to time by a resolution of our Board, subject to the prior approval of the Exchange and such other regulatory authorities as may be necessary.

However, no modification or alteration shall adversely affect the rights attached to Awards granted prior to such modification or alteration except with the written consent of such number of participants under the relevant Plan who, if their Awards were released to them, would thereby become entitled to not less than 75.0% of the aggregate number of all our Shares which would be issued upon exercise in full of all outstanding Awards under the 2026 HCSS PSP.

No alteration shall be made to certain rules of the 2026 HCSS PSP to the advantage of the holders of the Awards, as the case may be, except with the prior approval of our Shareholders in general meeting.

Duration of the 2026 HCSS PSP

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The 2026 HCSS PSP shall continue in operation at the discretion of the Performance Share Plan Administration Committee for a maximum period of ten (10) years commencing on the date on which the 2026 HCSS PSP is adopted by our Company in general meeting, provided that the 2026 HCSS PSP may continue beyond the above stipulated period with the approval of our Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

The 2026 HCSS PSP may be terminated at any time by the Performance Share Plan Administration Committee and by resolution of our Company in general meeting, subject to all relevant approvals which may be required being obtained. The termination of the 2026 HCSS PSP shall not affect Awards which have been granted in accordance with the 2026 HCSS PSP.

Abstention from voting

Participants who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the 2026 HCSS PSP and any modification thereof. All Shareholders who are eligible to participate in the 2026 HCSS PSP will abstain from voting on the resolutions in relation to the participation by and grant of Awards to Controlling Shareholders and their Associates. Participation in a scheme by Controlling Shareholders and their Associates must be approved by independent shareholders of our Company. Participants may, however, act as proxies of Shareholders in respect of the votes of such Shareholders in relation to any such resolutions, provided that specific instructions have been given in the proxy forms on how the votes are to be cast in respect of the resolution.

Rationale for participation by employees of our Group in the 2026 HCSS PSP

The grant of Awards to the Group Employees allows us to have a fair and equitable system to reward our Directors and Group Employees who have made and who continue to make significant contributions to the long-term growth of our Group.

We believe that the grant of Awards to the Group Employees will enable us to attract, retain and provide incentives to our Directors and Group Employees to produce higher standards of performance as well as encourage greater dedication and loyalty by enabling our Company to give recognition to past contributions and services as well as motivating participants generally to contribute towards the long-term growth of our Group.

Rationale for participation by Non-Executive Directors (including Independent Directors) in the 2026 HCSS PSP

Our Non-Executive Directors come from diverse professions and working backgrounds. Although they are not involved in the day-to-day running of our Group's operations, they are able to contribute their extensive experience, knowledge, expertise and business contacts to the benefit of our Group and assist in our Group's business interests. Leveraging on their contacts, they may also be able to provide our Group with strategic or significant alliances or opportunities. Our Company therefore regards our Non-Executive Directors as a resource pool from which we are able to tap business contacts, knowledge, expertise and experience.

Our Non-Executive Directors are presently also members of our Audit and Risk Management Committee, Remuneration Committee and Nominating Committee. Each of these committees plays an important role in the corporate governance of our Group.

Currently, our Non-Executive Directors are remunerated only by way of directors' fees. Allowing the participation by our Non-Executive Directors in the 2026 HCSS PSP provides our Company with a further avenue of acknowledging the services and contributions to our Group and to reward and give recognition to such services and contributions by way of remuneration comprising a combination of fees and Awards. This flexibility is important since it may not always be possible to compensate Non-Executive Directors fully or appropriately by increasing the directors' fees or other forms of cash payment. Having a flexible remuneration system will enable our Company to continue to attract individuals of great ability and aptitude to serve as Non-Executive Directors. In the long-term, this will help ensure the continuity of good corporate governance in our Company.

However, as the 2026 HCSS PSP is intended to cater primarily to Group Employees, who will comprise the bulk of the participants of the 2026 HCSS PSP, our Directors anticipate that Awards that may be granted to our Non-Executive Directors pursuant to the 2026 HCSS PSP would not comprise a significant portion of the shares available under the 2026 HCSS PSP. Further, in order to minimise any potential conflict of interests which may arise as a result of granting Awards to Non-Executive Directors

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who are also members of our Audit and Risk Management Committee, Remuneration Committee or Nominating Committee, any grant of Awards to Non-Executive Directors is anticipated to be minimal, with such grants being made as a token of our Company's appreciation for their contributions to our Company and to help further align their interests with those of our Shareholders. Our Non-Executive Directors would generally continue to be remunerated for their services by way of Directors' fees.

The Performance Share Plan Administration Committee shall act judiciously in the exercise of its discretion in respect of the grant of Awards to our Non-Executive Directors. In deciding whether to grant Awards to our Non-Executive Directors, the Performance Share Plan Administration Committee will take into consideration, among other things, the services and contributions made to the growth of our Group, attendance and participation in meetings and the years of service of a particular Non-Executive Director. The Performance Share Plan Administration Committee may also, where it considers relevant, take into account other factors such as prevailing economic conditions and our Group's performance. A Non-Executive Director will abstain from voting as a Director or a member of the Performance Share Plan Administration Committee when the grant of Awards to him is being deliberated.

Rationale for participation by Controlling Shareholders and their Associates of our Group in the 2026 HCSS PSP

The objectives of the 2026 HCSS PSP are to motivate employees to maximise their performance and efficiency, and to also provide alternative forms of remuneration to reward employees for their significant contributions, and to align the interests of our Group with those of our employees. As such, Group Employees who are also Controlling Shareholders and their Associates should be given equal treatment, notwithstanding that they are Controlling Shareholders or Associates of Controlling Shareholders, and no differentiation should be made between them and other employees or Directors.

As a safeguard, the 2026 HCSS PSP will be managed by Board members who are not Controlling Shareholders or their Associates. In addition, specific approval of Independent Shareholders is required for the grant of Awards under the 2026 HCSS PSP to Controlling Shareholders and their Associates, in terms of the actual number of Awards and the terms of such Awards to be granted. Justification for participation in the 2026 HCSS PSP will be disclosed in the process of seeking independent Shareholders' approval.

4.4 Disclosure in Annual Report

The Company shall make the following disclosures in its annual report to Shareholders for the duration of the 2026 PSP:

- (a) the names of the members of the Performance Share Plan Administration Committee;
- (b) the information as required in the table below for the following participants:
 - (i) Directors of the Company;
 - (ii) Participants who are Controlling Shareholders or their Associates; and
 - (iii) Participants, other than those in (i) or (ii) above, who receive Awards comprising Shares representing 5.0% or more of the aggregate of:
 - (1) the total number of Shares available under the 2026 HCSS PSP; and
 - (2) the total number of existing Shares purchased for delivery of Released Awards under the Plan.

Name of Participant	Number of Shares allotted pursuant to Release of Awards under the 2026 HCSS PSP during financial year under review	Number of existing Shares purchased for delivery pursuant to Release of Awards under the 2026 HCSS PSP during	Aggregate number of Shares allotted and existing Shares purchased for delivery since commencement of the 2026 HCSS PSP to end of	Aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial
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	(including terms)	financial year under review	financial year under review	year under review
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- (c) in relation to the 2026 HCSS PSP, the following particulars:
- (i) the aggregate number of Shares comprised in Awards granted since the commencement of the Plan to the end of the financial year under review;
 - (ii) the aggregate number of Shares comprised in Awards which have vested during the financial year under review and in respect of such Awards, the proportion of:
 - (1) Shares issued; and
 - (2) Where applicable, existing Shares purchased, including the range of prices at which such Shares have been purchased,
 - (3) upon the vesting of Released Awards; and
 - (iii) the aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review.
- (d) if any of the disclosures above is not applicable, an appropriate negative statement will be included in the annual report.

4.5 Financial effects of the 2026 HCSS PSP

The Singapore Financial Reporting Standards (International) requires the fair value of employee services received in exchange for the grant of our Shares to be recognised as an expense. For equity-settled share-based payment transactions, the total amount to be expensed in the income statement over the vesting period is determined by reference to the fair value of each Share granted at the grant date and the number of Shares vested by the vesting date, with a corresponding increase in equity.

Before the end of the vesting period, at each balance sheet date, the entity revises its estimates of the number of Shares that are expected to vest by the vesting date and recognises the impact of this revision in the income statement with a corresponding adjustment to equity. After the vesting date, no adjustment to the income statement would be made.

When new Shares are issued to participants, the share capital will increase. If existing Shares are purchased, as opposed to new Shares issued for delivery to participants, the 2026 HCSS PSP will have no impact on our Company's share capital.

The consolidated NTA will be decreased by the amount of expenses charged to the income statement if existing Shares are purchased. If new Shares are issued, there would be no effect on the consolidated NTA due to the offsetting effect of expenses recognised and increased share capital.

During the vesting period, the consolidated EPS would be reduced by both the expense recognised and the potential ordinary Shares to be issued under the 2026 HCSS PSP. NTA per Share would be diluted as a result of the reduced NTA if existing Shares are purchased or the increased share capital if new Shares are issued.

5. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

The interests of the Directors and the Substantial Shareholders in the Shares as at the Latest Practicable Date are set out in Section 2.11.

Save as disclosed in this Appendix, none of the Directors and/or the Substantial Shareholders have any interest, direct or indirect, in the proposed renewal of the Share Buy-Back Mandate, the Proposed Adoption of the 2026 HCSS ESOS and/or the Proposed Adoption of the 2026 HCSS PSP other than through their respective shareholdings in the Company, if any.

6. DIRECTORS' RECOMMENDATION

6.1 The Proposed Renewal of the Share Buy-Back Mandate

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The Directors, save for Dr. Heah, who has abstained from making any recommendation to Shareholders pursuant to the conditions for exemption under Appendix 2 of the Takeover Code (as set out in Section 2.4.6(c) in this Appendix, having carefully considered the terms and rationale of the proposed renewal of the Share Buy-Back Mandate, are of the opinion that the renewal of the Share Buy-Back Mandate is in the best interests of the Company and they recommend that Shareholders vote in favour of the resolution relating to the proposed renewal of the Share Buy-Back Mandate.

6.2 The Proposed Adoption of the 2026 HCSS ESOS and the Proposed Adoption of the 2026 HCSS PSP

All Directors are eligible to participate in, and are therefore deemed interested in the 2026 HCSS ESOS and the 2026 HCSS PSP. Accordingly, they have refrained from making any recommendation as to how Shareholders should vote in respect of resolutions set out in the Notice of AGM.

Save as set out in this Appendix, including that the Group Non-Executive Directors may participate in the 2026 HCSS ESOS and the 2026 HCSS PSP, none of the Directors has any interest, direct or indirect, in the 2026 HCSS ESOS and the 2026 HCSS PSP.

7. ANNUAL GENERAL MEETING

The AGM, notice of which is set out on pages 151 to 157 of the Annual Report, will be held at 5 Stevens Road, Claymore & Draycott, Level 2 – Main Clubhouse, Tanglin Club, Singapore 257814 on 29 September 2026 at 2.00 p.m. for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions as set out in the notice of the 2026 AGM.

8. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who wish to appoint a proxy to attend and vote at the AGM on their behalf must complete, sign and return the proxy form attached to the Notice of the 2026 AGM in accordance with the instructions printed thereon as soon as possible and, (a) if submitted in hard copy by post, be lodged at the office of the Company's Share Registrar at 9 Raffles Place, #26-01 Republic Plaza, Singapore 048619, or (b) if submitted electronically, by sending a scanned PDF copy via email to sg.is.proxy@vistra.com, in either case, by 2.00 p.m. on 26 September 2026, being no less than 72 hours before the time fixed for the AGM.

The completion and return of a proxy form by a Shareholder does not preclude him/her from attending and voting in person at the AGM should he/she subsequently decide to do so, although the appointment of the proxy shall be deemed to be revoked by such attendance.

Shareholders who hold their Shares through relevant intermediaries as defined in Section 181 of the Companies Act (including CPF investors, SRS investors and holders under depository agents) and who wish to exercise their votes by appointing the Chairman of the AGM as proxy should approach their respective relevant intermediaries (including their respective CPF agent banks, SRS approved banks or depository agents) to submit their votes at least seven (7) working days before the AGM in order to allow sufficient time for their respective relevant intermediaries to in turn submit a proxy form to appoint the Chairman of the AGM to vote on their behalf no later than the Proxy Deadline.

A Depositor shall not be regarded as a Shareholder of the Company and not entitled to attend the AGM and to speak and vote thereat unless his name appears on the Depository Register and/or the Register of Members at least 72 hours before the 2026 AGM.

Shareholders may submit questions relating to the proposed resolutions in line with the guidelines set out in the Notice of the 2026 AGM.

9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this Appendix constitutes full and true disclosure of all material facts about the

LETTER TO SHAREHOLDERS

proposed renewal of the Share Buy-Back Mandate, the Proposed Adoption of the 2026 HCSS ESOS and the Proposed Adoption of the 2026 HCSS PSP, the Company and its subsidiaries, and the Directors are not aware of any facts, the omission of which would make any statement in this Appendix misleading. Where information in this Appendix has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in the Appendix in its proper form and context.

10. ABSTENTION FROM VOTING

The Relevant Parties will abstain from voting at the AGM in respect of the resolution relating to the proposed renewal of the Share Buy-Back Mandate pursuant to the conditions under Appendix 2 of the Takeover Code as set out in Section 2.4.6(c) of this Appendix.

All persons who are eligible to participate in the 2026 HCSS ESOS and/or the 2026 HCSS PSP must abstain from voting on the resolutions relating to the 2026 HCSS ESOS and/or the 2026 HCSS PSP respectively at the AGM, including resolutions on (a) the implementation of the 2026 HCSS ESOS and/or the 2026 HCSS PSP, (b) discount quantum (if applicable), and (c) participation by and option grant to Controlling Shareholders and their Associates. In addition, such persons shall not accept nominations as proxies unless specific instructions have been given in the proxy instruments by the Shareholders appointing them on how they wish their votes to be cast on the resolutions relating to the 2026 HCSS ESOS and/or the 2026 HCSS PSP at the AGM.

The Company will disregard any votes cast on the resolutions relating to the 2026 HCSS ESOS and/or the 2026 HCSS PSP by all persons who are eligible to participate in the 2026 HCSS ESOS and/or the 2026 HCSS PSP.

11. INSPECTION OF DOCUMENTS

The following documents are available for inspection at the registered office of the Company at 9 Raffles Place, #26-01 Republic Plaza, Singapore 048619, during normal business hours from the date of this Appendix up to the date of the 2026 AGM:

- (a) the Constitution;
- (b) the rules of the 2026 HCSS ESOS;
- (c) the rules of the 2026 HCSS PSP; and
- (d) the Annual Report.

Yours faithfully
For and on behalf of the Board of Directors
HC SURGICAL SPECIALISTS LIMITED

Dr. Heah Sieu Min
Executive Director and Chief Executive Officer

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

1. NAME OF THE SCHEME

The Scheme shall be called the “2026 HCSS Employee Share Option Scheme”.

2. DEFINITIONS

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

“Administration Committee”	:	The Administration Committee comprising of members of the nominating committee and remuneration committee of the Company to administer the Scheme
“Adoption Date”	:	29 September 2026
“Aggregate Subscription Cost”	:	The total amount payable for Shares which may be acquired on the exercise of an Option
“Associate(s)”	:	Has the meaning ascribed to it in the Catalist Rules
“Auditors”	:	The auditors of the Company for the time being
“Board”	:	The board of directors of the Company
“Catalist”	:	The sponsor-supervised listing platform of the Exchange
“Catalist Rules”	:	Section B of the Listing Manual of the Exchange dealing with the rules of Catalist, as from time to time amended, modified or supplemented
“CDP”	:	The Central Depository (Pte) Limited
“CPF”	:	Central Provident Fund
“Company”	:	HC Surgical Specialists Limited, a public company incorporated in Singapore
“Constitution”	:	The constitution of the Company, as amended from time to time
“control”	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlling Shareholder”	:	A person who: (a) holds directly or indirectly 15.0% or more of the number of all voting shares in a company; or (b) in fact exercises control over a company, unless otherwise determined
“Date of Grant”	:	In relation to an Option, the date on which the Option is granted pursuant to Rule 6
“Director”	:	A person holding office as a director for the time being of the Company and/or any of its Subsidiaries, as the case may be
“Employee”	:	An employee or an Executive Director of the Group selected by the Administration Committee to participate in the Scheme
“Exchange”	:	Singapore Exchange Securities Trading Limited

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

“Executive Director”	: A director for the time being of the Company and/or any of its Subsidiaries, holding office in an executive capacity in the Company and/or such Subsidiary
“Exercise Period”	: The period for the exercise of an Option, being a period commencing: (a) after the first anniversary of the Date of Grant and expiring on the tenth anniversary of such Date of Grant in the case of a Market Price Option; and (b) after the second anniversary of the Date of Grant and expiring on the tenth anniversary of such Date of Grant in the case of an Incentive Option
“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 7, as adjusted in accordance with Rule 12
“Grantee”	: The person to whom an offer of an Option is made
“Group”	: The Company and its Subsidiaries
“Incentive Option”	: An Option granted with the Exercise Price set at a discount to the Market Price
“Market Day”	: A day on which the Exchange is open for trading in securities
“Market Price”	: A price equal to the average of the last dealt prices for the Shares on the Exchange over the five consecutive Trading Days immediately preceding the Date of Grant of that Option, as determined by the Administration Committee by reference to the daily official list or any other publication published by the Exchange, rounded to the nearest whole cent in the event of fractional prices
“Market Price Option”	: An Option granted with the Exercise Price set at the Market Price
“Non-executive Director”	: A director (other than an Executive Director) from time to time of the Company and/or any of its Subsidiaries
“Option”	: The right to subscribe for Shares granted or to be granted to an Employee pursuant to the Scheme and for the time being subsisting
“Participant”	: The holder of an Option
“Record Date”	: The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)
“Rules”	: Rules of the Scheme
“Scheme”	: The HCSS Employee Share Option Scheme, as the same may be modified or altered from time to time

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

- “Securities Account” : The securities account maintained by a Depositor with CDP
- “Shareholders” : Registered holders of Shares, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares
- “Shares” : Ordinary shares in the capital of the Company
- “Singapore Companies Act” : The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
- “Subsidiary” : A company (whether incorporated within or outside Singapore and wheresoever resident) being a subsidiary for the time being of the Company within the meaning of Section 5 of the Singapore Companies Act
- “Trading Day” : A day on which the Shares are traded on the Exchange
- “S\$” : Singapore dollars
- “%” : Per centum or percentage
- 2.2 The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them, respectively, in Section 81SF of the Securities and Futures Act 2001 of Singapore.
- 2.3 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.
- 2.4 Any reference to a time of a day in the Scheme is a reference to Singapore time.
- 2.5 Any reference in the Scheme to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Singapore Companies Act or any statutory modification thereof and used in the Scheme shall have the meaning assigned to it under the Singapore Companies Act.
- 3. OBJECTIVES OF THE SCHEME**
- 3.1 The Scheme is a share incentive plan. The Scheme is proposed on the basis that it is important to retain staff whose contributions are essential to the well-being and prosperity of the Group and to give recognition to outstanding Employees who have contributed to the growth of the Group.
- 3.2 The objectives of the Scheme are as follows:
- (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 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 of the Company; and

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

- (e) to align the interests of the Participants with the interests of the Shareholders.

4. ELIGIBILITY OF PARTICIPANTS

- 4.1 The Employee's eligibility to participate in the Scheme shall be at the absolute discretion of the Administration Committee. Such person must:
 - (a) be confirmed in his/her employment with the Group;
 - (b) have attained the age of 21 years on or before the Date of Grant; and
 - (c) not be an undischarged bankrupt and must not have entered into a composition with his creditors.
- 4.2 Non-Executive Directors who satisfy the eligibility requirements in Rule 4.1(b) and (c) shall also be eligible to participate in the Scheme.
- 4.3 Subject to the absolute discretion of the Administration Committee, persons who are Controlling Shareholders and their respective Associates shall be eligible to participate in the Scheme if:
 - (a) they meet the eligibility requirements as set out above;
 - (b) the necessary Shareholders' approvals pursuant to Rule 23 have been obtained; and
 - (c) all conditions for their participation in the Scheme as may be required by the regulations of the Exchange from time to time are satisfied.
- 4.4 Subject to the Singapore Companies Act and any requirement of the Exchange, the terms of eligibility for participation in the Scheme may be amended from time to time at the absolute discretion of the Administration Committee, which would be exercised judiciously.

5. OPTION ENTITLEMENT

Subject to Rule 4, Rule 11 and Rule 12, the aggregate number of Shares in respect of which Options may be offered to a Grantee for subscription in accordance with the Scheme shall be determined at the discretion of the Administration Committee, which would be exercised judiciously, who shall take into account criteria such as the rank and responsibilities within the Group, performance, years of service/appointment and potential for future development of the Grantee and the performance of the Company.

6. GRANT AND ACCEPTANCE OF OPTIONS

- 6.1 Subject as provided in Rule 11, the Administration Committee may grant Options at any time during the period when the Scheme is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Options may only be granted on or after the second Market Day from the date on which such announcement is released.
- 6.2 The letter of offer to grant an Option shall be in, or substantially in, the form set out in Schedule A, subject to such modification as the Administration Committee may from time to time determine.
- 6.3 An Option shall be personal to the person to whom it is granted and 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 Administration Committee.
- 6.4 The grant of an Option under this Rule 6 shall be accepted by the Grantee within 30 days from the Date of Grant of that Option and, in any event, not later than 5.00 p.m. on the 30th day from such

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

Date of Grant by completing, signing and returning the acceptance form in or substantially in the form set out in Schedule B, subject to such modification as the Administration Committee may from time to time determine, accompanied by payment of S\$1.00 as consideration.

- 6.5 If a grant of an Option is not accepted in the manner as provided in Rule 6.4, such offer shall, upon the expiry of the 30-day period, automatically lapse and become null, void and of no effect.

7. EXERCISE PRICE

Subject to any adjustment pursuant to Rule 12, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Administration Committee, in its absolute discretion, on the Date of Grant, at:

- (a) a price equal to the Market Price; or
- (b) a price which is set at a discount to the Market Price, provided that:
 - (i) the maximum discount shall not exceed 20.0% of the Market Price (or such other percentage or amount as may be determined by the Administration Committee and permitted by the Exchange); and
 - (ii) the Shareholders in general meeting shall have authorised, in a separate resolution, the making of offers and grants of Options under the Scheme at a discount not exceeding the maximum discount as aforesaid.

8. RIGHTS TO EXERCISE OPTIONS

- 8.1 Subject as provided in Rule 8 and Rule 9, a Market Price Option or an Incentive Option, as the case may be, shall be exercisable, in whole or in part, during the Exercise Period applicable to that Option.

- 8.2 An Option shall, to the extent unexercised, immediately lapse without any claim whatsoever against the Company:

- (a) in the event of misconduct on the part of the Participant as determined by the Administration Committee in its discretion;
- (b) subject to Rule 8.3(b), where the Participant ceases at any time to be in the employment of any of the Group, for any reason whatsoever;
- (c) 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 Option; or
- (d) the company by which he is employed ceasing to be a company within the Group, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group.

For the purpose of Rule 8.2(b), the Participant shall be deemed to have ceased to be so employed as of the last day of his employment. For avoidance of doubt, no Option shall lapse pursuant to Rule 8.2(b) in the event of any transfer of employment of a Participant between companies in the Group.

- 8.3 In any of the following events, namely:

- (a) where the Participant ceases at any time to be in the employment of the Group by reason of:
 - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Administration Committee);
 - (ii) redundancy;

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- (iii) retirement at or after the legal retirement age; or
 - (iv) retirement before the legal retirement age with the consent of the Administration Committee; or
 - (b) where the Participant ceases at any time to be in the employment of any of the companies in the Group by reason of any other event approved in writing by the Administration Committee, the Participant may exercise any Option:
 - (i) in the case where the cessation of employment or cessation to be a Director, as the case may be, occurs after the first day of the Exercise Period in respect of such Option, within the period of 18 months after the date of such cessation of employment or such cessation to be a director, as the case may be, or before the expiry of the Exercise Period in respect of that Option, whichever is earlier, and upon expiry of such period the Option shall lapse; and
 - (ii) in the case where the cessation of employment or cessation to be a Director, as the case may be, occurs before the first day of the Exercise Period in respect of such Option, within the period of 18 months after the first day of the Exercise Period in respect of that Option, and upon expiry of such period the Option shall lapse.
- 8.4 If a Participant dies, whether or not while still in the employment of any of the companies in the Group and at the date of his death holds any unexercised Option, such Option shall continue to be exercisable by the duly appointed personal representatives of the Participant:
- (a) in the case where death occurs after the first day of the Exercise Period in respect of such Option, within the period of 18 months after the date of such cessation of employment or before the expiry of the Exercise Period in respect of that Option, whichever is earlier, and upon expiry of such period the Option shall lapse; and
 - (b) in the case where the death occurs before the first day of the Exercise Period in respect of such Option, within the period of 18 months after the first day of the Exercise Period in respect of that Option, and upon expiry of such period, the Option shall lapse.

9. TAKE-OVER AND WINDING UP OF THE COMPANY

- 9.1 Notwithstanding Rule 8 but subject to Rule 9.5, in the event of a take-over being made for the Shares, a Participant shall be entitled to exercise any Option held by him and as yet unexercised, in respect of such number of Shares comprised in that Option as may be determined by the Administration Committee in its absolute discretion, in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:
- (a) the expiry of six (6) months thereafter, unless prior to the expiry of such six-month period, at the recommendation of the officer and with the approvals of the Administration Committee and the Exchange, such expiry date is extended to a later date (in either case, being a date falling not later than the expiry of the Exercise Period relating thereto); or
 - (b) the date of expiry of the Exercise Period relating thereto,

whereupon the Option then remaining unexercised shall lapse.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Singapore Companies Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participant until the expiry of such specified date or the expiry of the Exercise Period relating thereto, whichever is earlier. Any Option not so exercised shall lapse provided that the rights of acquisition or obligations to acquire shall have been exercised or

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performed, as the case may be. If such rights or obligations have not been exercised or performed, the Option shall, notwithstanding Rule 8, remain exercisable until the expiry of the Exercise Period relating thereto.

- 9.2 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, each Participant shall be entitled, notwithstanding Rule 8 but subject to Rule 9.5, to exercise any Option then held by him, in respect of such number of Shares comprised in that Option as may be determined by the Administration Committee in its absolute discretion, 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 Exercise Period relating thereto), whereupon the Option shall lapse and become null and void.
- 9.3 If an order is made 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.
- 9.4 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 Participants (together with a notice of the existence of the provision of this Rule 9.4) and thereupon, each Participant (or his personal representative) shall be entitled to exercise all or any of his Options at any time not later than two 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 Subscription Cost 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 Participant credited as fully paid.
- 9.5 If in connection with the making of a general offer referred to in Rule 9.1 or the scheme referred to in Rule 9.2 or the winding-up referred to in Rule 9.4, 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, as yet not exercised, may not, at the discretion of the Administration Committee, be permitted to exercise that Option as provided for in this Rule 9.
- 9.6 To the extent that an Option is not exercised within the periods referred to in this Rule 9, it shall lapse and become null and void.

10. EXERCISE OF OPTIONS, ALLOTMENT AND LISTING OF SHARES

- 10.1 Subject to Rule 8.1, an Option may be exercised, in whole or in part, by a Participant giving notice in writing to the Company in or substantially in the form set out in Schedule C, subject to such modification as the Administration Committee may from time to time determine. Such notice must be accompanied by payment in cash for the Aggregate Subscription Cost in respect of the Shares for which that Option is exercised and any other documentation the Administration Committee may require. An Option shall be deemed to be exercised upon receipt by the Company of the said notice, duly completed, and the Aggregate Subscription Cost. All payments made shall be made by cheque, cashiers' order, banker's draft or postal order made out in favour of the Company or such other mode of payment as may be acceptable to the Company.
- 10.2 Subject to all such consents or other required action of any competent authority under any regulations or enactment for the time being in force as may be necessary and subject to the compliance with the terms of the Scheme and the Constitution of the Company, the Company shall, within 10 Market Days after the exercise of an Option, allot the relevant Shares and despatch to CDP the relevant share certificates by ordinary post or such other mode as the Administration Committee may deem fit. The Company shall, as soon as practicable after such allotment, apply to the Exchange for permission to deal in and for quotation of such Shares, if necessary.

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10.3 Shares which are allotted on the exercise of an Option by a Participant shall be issued in the name of CDP to the credit of the securities account of that Participant maintained with CDP, the securities sub-account of that Participant maintained with a Depository Agent or the CPF investment account maintained with a CPF agent bank.

10.4 Shares allotted and issued on exercise of an Option shall:

- (a) be subject to all the provisions of the Constitution of the Company; 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 date upon which such exercise occurred, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

10.5 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.

11. LIMITATION ON THE SIZE OF THE SCHEME

The total number of new Shares over which the Administration Committee may grant Options on any date, when added to the number of new Shares issued and issuable in respect of all Options granted under the Scheme, and all Awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company and for the time being in force, shall not exceed 15.0% of the number of all issued Shares (excluding treasury shares, as defined in the Singapore Companies Act) on the day preceding that date.

12. ADJUSTMENT EVENTS

12.1 If a variation in the issued ordinary share capital of the Company (whether by way of a bonus or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:

- (a) the Exercise Price of the Shares, class and/or number of Shares comprised in an Option to the extent unexercised and the rights attached thereto; and/or
- (b) the class and/or number of Shares over which additional Options may be granted to Participants under the Scheme,

shall be adjusted in such manner as the Administration Committee may determine to be appropriate.

12.2 Unless the Administration Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or a private placement of securities, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the Exchange during the period when a share purchase mandate granted by the Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

12.3 Notwithstanding the provisions of Rule 12.1:

- (a) no such adjustment shall be made if as a result the Participant receives a benefit that a Shareholder does not receive; and
- (b) any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

12.4 Upon any adjustment required to be made pursuant to this Rule 12, the Company shall notify the Participant (or his duly appointed personal representative(s) where applicable) in writing and deliver

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to him (or his duly appointed personal representative(s) where applicable) a statement setting forth the Exercise Price thereafter in effect and class and/or number of Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

13. ADMINISTRATION OF THE SCHEME

- 13.1 The Scheme shall be administered by the Administration Committee in its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Administration Committee shall participate in any deliberation or decision in respect of Options to be granted to him or held by him.
- 13.2 The Administration Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Scheme) for the implementation and administration of the Scheme as they think fit. Any matter pertaining or pursuant to the Scheme and any dispute and uncertainty as to the interpretation of the Scheme, any rule, regulation or procedure thereunder or any rights under the Scheme shall be determined by the Administration Committee.
- 13.3 Neither the Scheme nor the grant of Options under the Scheme shall impose on the Company or the Administration Committee any liability whatsoever in connection with:
- (a) the lapsing or early expiry of any Options pursuant to any provision of the Scheme;
 - (b) the failure or refusal by the Administration Committee to exercise, or the exercise by the Administration Committee of, any discretion under the Scheme; and/or
 - (c) any decision or determination of the Administration Committee made pursuant to any provision of the Scheme.
- 13.4 Any decision or determination of the Administration Committee made pursuant to any provision of the Scheme (other than a matter to be certified by the Auditors) shall be final, binding and conclusive.

14. NOTICES

- 14.1 Any notice required to be given by a Participant to the Company shall be sent or delivered to the principal place of business of the Company or such other addresses (including electronic mail addresses) or facsimile number, and marked for the attention of the Administration Committee, as may be notified by the Company to him in writing.
- 14.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Administration Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his address, electronic mail address or facsimile number according to the records of the Company or the last known address, electronic mail address or facsimile number of the Participant.
- 14.3 Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 14.2 or, if sent by post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the day of despatch.

15. MODIFICATIONS TO THE SCHEME

- 15.1 Any or all the provisions of the Scheme may be modified and/or altered at any time and from time to time by resolution of the Administration Committee, except that:
- (a) no modification or alteration shall alter adversely the rights attaching to any Option granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not

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less than 75.0% of the number of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options;

- (b) any modification or alteration which would be to the advantage of Participants under the Scheme shall be subject to the prior approval of the Shareholders in general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the Exchange and such other regulatory authorities as may be necessary.

15.2 Notwithstanding anything to the contrary contained in Rule 15.1, the Administration Committee may at any time by resolution (and without other formality, save for the prior approval of the Exchange) amend or alter the Scheme in any way to the extent necessary to cause the Scheme to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the Exchange).

15.3 Written notice of any modification or alteration made in accordance with this Rule 15 shall be given to all Participants.

16. TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment of a Participant shall not be affected by his participation in the Scheme, which shall neither form part of such terms nor entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment for any reason.

17. DURATION OF THE SCHEME

17.1 The Scheme shall continue to be in force at the discretion of the Administration Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Scheme may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

17.2 The Scheme may be terminated at any time by the Administration Committee, at the discretion of the Administration Committee, or by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the Scheme is so terminated, no further Options shall be offered by the Company hereunder.

17.3 The termination of the Scheme shall not affect Options which have been granted and accepted as provided in Rule 6.4, whether such Options have been exercised (whether fully or partially) or not.

18. TAXES

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

19. COSTS AND EXPENSES OF THE SCHEME

19.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment of any Shares pursuant to the exercise of any Option in CDP's name, the deposit of share certificate(s) with CDP, the Participant's Securities Account with CDP, or the Participant's securities sub-account with a Depository Agent or CPF investment account with a CPF agent bank.

19.2 Save for the taxes referred to in Rule 18 and such other costs and expenses expressly provided in the Scheme to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the Scheme 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.

20. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Administration Committee and the Company

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shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing the Shares or applying for or procuring the listing of the Shares on the Exchange in accordance with Rule 10.2.

21. DISCLOSURE IN ANNUAL REPORT

The following disclosures (as applicable) shall be made by the Company in its annual report for as long as the Scheme continues in operation:

- (a) the names of the members of the Administration Committee;
- (b) the information required in the table below in respect of Options granted to the following Participants:
 - (i) Participants who are Directors of the Company;
 - (ii) Participants who are Controlling Shareholders or their Associates; and
 - (iii) Participants, other than those in (i) or (ii) above, who receive 5.0% or more of the total number of Options available under the Scheme.

Name of Participant	Number of Options granted during financial year under review (including terms)	Aggregate number of Options granted since commencement of Scheme to end of financial year under review	Aggregate number of Options exercised since commencement of Scheme to end of financial year under review	Aggregate number of Options outstanding as at end of financial year under review
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- (c) the number of Incentive Options during the financial year under review in the following bands:

Discount to the Market Price %	Aggregate number of Incentive Options granted during the financial year under review	Proportion of Incentive Options to Market Price Options granted during the financial year under review
0 – 10		
11 – 20		

- (d) Disclosure in the annual report of information on Options granted to directors and employees of the Company's parent company and its subsidiaries would not be necessary as such persons are not Participants.

22. ABSTENTION FROM VOTING

Participants who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the Scheme. Participants may act as proxy(ies) of Shareholders of the Company in respect of the votes of such Shareholders in relation to any such resolution provided that specific instructions have been given in the proxy forms on how the votes are to be cast in respect of the resolution.

23. SHAREHOLDERS' APPROVAL

The participation of each Controlling Shareholder and each of his Associates in the Scheme must be specifically approved by independent Shareholders in separate resolutions for each such person. Each grant of Options (including the actual number and the terms of the Options to be granted) to a Controlling Shareholder or his Associates must be specifically approved by independent

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

Shareholders in separate resolutions.

24. DISPUTES

Any disputes or differences of any nature arising hereunder shall be referred to the Administration Committee and its decision shall be final and binding in all respects.

25. GOVERNING LAW

The Scheme shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In addition, the Scheme shall at all times, be in compliance with applicable laws and regulations of the Republic of Singapore, including the listing rules of Exchange. The Participants, by accepting Options in accordance with the Scheme, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

Schedule A

2026 HCSS EMPLOYEE SHARE OPTION SCHEME

LETTER OF OFFER

Serial No: _____

Date: _____

To: **[Name]**
[Designation]
[Address]

Private and Confidential

Dear Sir/Madam,

1. We have the pleasure of informing you that, pursuant to the 2026 HCSS Employee Share Option Scheme (the “**Share Option Scheme**”), you have been nominated to participate in the Share Option Scheme by the Administration Committee (the “**Administration Committee**”) appointed by the Board of Directors of HC Surgical Specialists Limited (the “**Company**”) to administer the Share Option Scheme. Terms as defined in the Share Option Scheme shall have the same meaning when used in this letter.
2. Accordingly, in consideration of the payment of a sum of S\$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 S\$ _____ 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 approval of the Administration Committee.
4. The Option shall be subject to the terms of the Share Option Scheme, a copy of which is available for inspection at the business address of the Company.
5. 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 S\$1.00 not later than 5.00 p.m. on _____, failing which this offer will lapse.

Yours faithfully,
For and on behalf of
HC SURGICAL SPECIALISTS LIMITED

Name:
Designation:

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

Schedule B

2026 HCSS EMPLOYEE SHARE OPTION SCHEME

ACCEPTANCE FORM

Serial No: _____

Date: _____

To: The Administration Committee,
2026 HCSS Employee Share Option Scheme

Closing Date for Acceptance of Offer : _____

Number of Shares Offered : _____

Exercise Price for each Share : S\$ _____

Total Amount Payable : S\$ _____

I have read your Letter of Offer dated _____ and agree to be bound by the terms of the Letter of Offer and the Share Option Scheme 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 S\$ _____ for each Share. I enclose cash for S\$1.00 in payment for the purchase of the Option/I authorise my employer to deduct the sum of S\$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.

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

Please print in block letters

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

*NRIC/Passport No. : _____

Signature : _____

Date : _____

Note:

*Delete accordingly

APPENDIX A – RULES OF THE 2026 HCSS EMPLOYEE SHARE OPTION SCHEME

Schedule C

2026 HCSS EMPLOYEE SHARE OPTION SCHEME

FORM OF EXERCISE OF OPTION

Total number of ordinary shares (the “**Shares**”) offered at S\$_____ for each Share (the “**Exercise Price**”) under the 2026 HCSS Employee Share Option Scheme 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 Administration Committee,
2026 HCSS Employee Share Option Scheme

1. Pursuant to your Letter of Offer dated _____ and my acceptance thereof, I hereby exercise the Option to subscribe for _____ Shares in HC Surgical Specialists Limited (the “**Company**”) at S\$_____ for each Share.
2. I enclose a *cheque/cashier’s order/banker’s draft/postal order no. _____ for S\$_____ 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 HCSS 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 the name of The Central Depository (Pte) Limited (“**CDP**”) for credit of my *Securities Account with CDP/Sub-Account with the Depository Agent/CPF investment account with my Agent Bank specified below and I hereby agree to bear such fees or other charges as may be imposed by CDP in respect thereof.

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Please print in block letters

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

*NRIC/Passport No. : _____

*Direct Securities
Account No. : _____

OR

*Sub-Account No. : _____

Name of Depository
Agent : _____

OR

***CPF Investment**

Account No. : _____

Name of Agent Bank : _____

Signature : _____

Date : _____

Note:

*Delete accordingly

APPENDIX B – RULES OF THE 2026 HCSS PERFORMANCE SHARE PLAN

1. NAME OF THE PLAN

This Plan shall be called the “2026 HCSS Performance Share Plan”.

2. DEFINITIONS

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

“Administration Committee”	: The Administration Committee comprising of members of the nominating committee and remuneration committee of the Company to administer the Plan
“Adoption Date”	: 29 September 2026
“Associates”	: Has the meaning ascribed to it in the Catalist Rules
“Auditors”	: The auditors of the Company for the time being
“Award”	: A contingent award of Shares granted under Rule 5
“Award Letter”	: A letter in such form as the Administration Committee shall approve, confirming an Award granted to a Participant by the Administration Committee
“Board”	: The board of directors of the Company as may be elected or appointed from time to time
“Catalist”	: The sponsor-supervised listing platform of the Exchange
“Catalist Rules”	: Section B of the Listing Manual of the Exchange dealing with the rules of Catalist, as from time to time amended, modified or supplemented
“CDP”	: The Central Depository (Pte) Limited
“Company”	: HC Surgical Specialists Limited, a public company incorporated in Singapore
“Constitution”	: The constitution of the Company, as amended from time to time
“control”	: The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlling Shareholder”	: A person who: (a) holds directly or indirectly 15.0% or more of the number of all voting shares in a company; or (b) in fact exercises control over a company, unless otherwise determined
“Date of Grant”	: In relation to an Award, the date on which the Award is granted pursuant to Rule 5
“Director”	: A person holding office as a director for the time being of the Company and/or any of its Subsidiaries, as the case may be
“Employee”	: An employee of the Group selected by the Administration Committee to participate in the Plan

APPENDIX B – RULES OF THE 2026 HCSS PERFORMANCE SHARE PLAN

“Exchange”	: Singapore Exchange Securities Trading Limited
“Executive Director”	: A director for the time being of the Company and/or any of its Subsidiaries, holding office in an executive capacity in the Company and/or such Subsidiary
“Group”	: The Company and its Subsidiaries
“Market Day”	: A day on which the Exchange is open for trading of securities
“Non-Executive Director”	: A director (other than an Executive Director) from time to time of the Company and/or any of its Subsidiaries
“Participant”	: The holder of an Award
“Performance Condition”	: In relation to a Performance-related Award, the condition specified on the Date of Grant in relation to that Award
“Performance-related Award”	: An Award in relation to which a Performance Condition is specified
“Performance Period”	: In relation to a Performance-related Award, a period, the duration of which is to be determined by the Administration Committee on the Date of Grant, during which the Performance Condition is to be satisfied
“Plan”	: The 2026 HCSS Performance Share Plan, as the same may be modified or altered from time to time
“Record Date”	: The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)
“Release”	: In relation to an Award, the release at the end of the Vesting Period relating to that Award of all or some of the Shares to which that Award relates in accordance with Rule 7 and, to the extent that any Shares which are the subject of the Award are not released pursuant to Rule 7, the Award in relation to those Shares shall lapse accordingly, and “Released” shall be construed accordingly
“Released Award”	: An Award in respect of which the Vesting Period relating to that Award has ended and which has been released in accordance with Rule 7
“Rules”	: Rules of the Plan, as the same may be amended or supplemented from time to time
“Securities Account”	: The securities account maintained by a Depositor with CDP
“Shareholders”	: Registered holders of Shares, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares
“Shares”	: Ordinary shares in the capital of the Company

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- “Singapore Companies Act” : The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
- “Subsidiary” : A company (whether incorporated within or outside Singapore and wheresoever resident) being a subsidiary for the time being of the Company within the meaning of Section 5 of the Singapore Companies Act
- “Trading Day” : A day on which the Shares are traded on the Exchange
- “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 Administration Committee and notified to the relevant Participant) on which those Shares have Vested pursuant to Rule 7
- “Vesting Period” : In relation to an Award, a period or periods, the duration of which is to be determined by the Administration Committee at the Date of Grant
- “S\$” : Singapore dollars
- “%” : Per centum or percentage
- 2.2 The terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the meanings ascribed to them, respectively, in Section 81SF of the Securities and Futures Act 2001 of Singapore.
- 2.3 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.
- 2.4 Any reference to a time of a day in the Plan is a reference to Singapore time.
- 2.5 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 the Singapore Companies Act and used in the Plan shall have the meaning assigned to it under the Singapore Companies Act.
- 3. OBJECTIVES OF THE PLAN**
- 3.1 The Plan is a performance incentive scheme which will form an integral part of the Group's incentive compensation program.
- 3.2 The objectives of the Plan are as follows:
- (a) provide an opportunity for Participants to participate in the equity of the Company, thereby inculcating a stronger sense of identification with the long-term prosperity of the Group and promoting organisational commitment, dedication and loyalty of Participants towards the Group;
 - (b) motivate Participants to strive towards performance excellence and to maintain a high level of contribution to the Group;
 - (c) give recognition to contributions made or to be made by Participants by introducing a variable component into their remuneration package; and

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- (d) make employee remuneration sufficiently competitive to recruit new Participants and/or to retain existing Participants whose contributions are important to the long-term growth and profitability of the Group.

4. ELIGIBILITY OF PARTICIPANTS

4.1 Any person shall be eligible to participate in the Plan at the absolute discretion of the Administration Committee if at the Date of Grant such person must:

- (a) be confirmed in his/her employment with the Group;
- (b) he shall have attained the age of 21 years; and
- (c) he shall not be an undischarged bankrupt and must not have entered into a composition with his/her creditors.

4.2 Non-Executive Directors who satisfy the eligibility requirements in Rule 4.1(b) and (c) shall also be eligible to participate in the Plan.

4.3 Subject to the absolute discretion of the Administration Committee, persons who are Controlling Shareholders and their respective Associates shall be eligible to participate in the Scheme if:

- (a) they meet the eligibility requirements as set out above;
- (b) the necessary Shareholders' approvals pursuant to Rule 19 have been obtained; and
- (c) all conditions for their participation in the Plan as may be required by the regulations of the Exchange from time to time are satisfied.

4.4 The eligibility of Participants to participate in the Plan, and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Plan and the Vesting Period shall be determined at the absolute discretion of the Administration Committee, which shall take into account:

- (a) the financial performance of the Group;
- (b) in respect of a Participant being an Employee, criteria such as his rank, job performance, potential for future development and his contribution to the success and development of the Group; and
- (c) in respect of a Participant being a Non-Executive Director, criteria such as his contribution to the success and development of the Group.

In addition, for Performance-related Awards, the extent of effort required to achieve the Performance Condition within the Performance Period shall also be considered.

4.5 Subject to the Singapore Companies Act and any requirement of the Exchange, the terms of eligibility for participation in the Plan may be amended from time to time at the absolute discretion of the Administration Committee, which would be exercised judiciously.

5. GRANT OF AWARDS

5.1 Subject to Rule 8, the Administration Committee may grant Awards to Employees as the Administration Committee may select in its absolute discretion, at any time during the period when the Plan is in force.

5.2 The Administration Committee shall decide, in its absolute discretion, in relation to each Award:

- (a) the Participant;
- (b) the Date of Grant;

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- (c) the number of Shares which are the subject of the Award;
 - (d) the prescribed Vesting Period(s);
 - (e) the extent to which Shares which are the subject of that Award shall be Released at the end of each prescribed Vesting Period; and
 - (f) in the case of a Performance-related Award, the Performance Period and the Performance Condition.
- 5.3 The Administration Committee may amend or waive the Vesting Period(s) and, in the case of a Performance related Award, the Performance Period and/or the Performance Condition in respect of any Award:
- (a) in the event of a general offer (whether conditional or unconditional) being made for all or any part of the Shares, or a scheme of arrangement or compromise between the Company and its Shareholders being sanctioned by the court, or a proposal to liquidate or 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 Administration 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) the Performance Condition should be waived as the Participant has achieved a level of performance that the Administration Committee considers satisfactory notwithstanding that the Performance Condition may not have been fulfilled,

and shall notify the Participants of such change or waiver (but accidental omission to give notice to any Participant(s) shall not invalidate any such change or waiver).

6. EVENTS PRIOR TO THE VESTING DATE

- 6.1 An Award, to the extent not yet Released, shall forthwith become void and cease to have effect on the occurrence of any of the following events (and in such an event, the Participant shall have no claim whatsoever against the Company, its Directors or employees):
- (a) a Participant, being an Employee, ceasing for any reason whatsoever, to be in the employment of the Company and/or the relevant Subsidiary or in the event the company by which the Employee is employed ceases to be a company in the Group;
 - (b) a Participant, being a Non-Executive Director, ceasing to be a Director of the Company and/or the relevant Subsidiary, as the case may be, for any reason whatsoever;
 - (c) upon the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of or interest in such Award;
 - (d) ill health, injury, disability or death of a Participant;
 - (e) a Participant commits any breach of any of the terms of his Award;
 - (f) misconduct on the part of a Participant as determined by the Company in its discretion;
 - (g) a take-over, winding-up or reconstruction of the Company; and/or
 - (h) any other event approved by the Administration Committee.

For the purpose of Rule 6.1(a) above, an Employee shall be deemed to have ceased to be in the

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employment of the Company or the Subsidiary (as the case may be) on the date on which he gives notice of termination of employment, unless prior to the date on which termination takes effect, the Employee has (with the consent of the Company or the Subsidiary (as the case may be)) withdrawn such notice.

For the purpose of Rule 6.1(b), a Participant shall be deemed to have ceased to be a Non-Executive Director as of the date the notice of resignation of or termination of directorship, as the case may be, is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

- 6.2 The Administration Committee may in its absolute discretion and on such terms and conditions as it deems fit, preserve all or any part of any Award notwithstanding the provisions of any other Rules including Rules 6.1 and 7.1. Further to such exercise of discretion, the Awards shall be deemed not to have become void nor cease to have effect in accordance with the relevant provisions in Rule 6.1.
- 6.3 Without prejudice to the provisions of Rules 5.3 and 7.1, to the extent of an Award yet to be Released, if any of the following occurs:
- (a) a general offer (whether conditional or unconditional) being made for all or any part of the Shares;
 - (b) a scheme of an arrangement or compromise between the Company and its Shareholders being sanctioned by the court;
 - (c) an order for the compulsory winding-up of the Company is made; or
 - (d) a resolution for a voluntary winding-up (other than for amalgamation or reconstruction) of the Company being made,

the Administration Committee may consider, at its discretion, whether or not to Release such Award. If the Administration Committee decides to Release such Award, then in determining the number of Shares to be Vested in respect of such Award, the Administration Committee will have regard to the proportion of the Vesting Period(s) which has elapsed and the extent to which the Performance Condition (if any) has been satisfied. Where such Award is Released, the Administration Committee will, as soon as practicable after such Release, 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.

7. RELEASE OF AWARDS

- 7.1 (a) In relation to each Performance-related Award, as soon as reasonably practicable after the end of the relevant Performance Period, the Administration Committee shall review the Performance Condition specified in respect of that Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied.

If the Administration Committee determines in its sole discretion that the Performance Condition has not been satisfied or if the relevant Participant (being an Employee) has not continued to be an Employee from the Date of Grant up to the end of the relevant Performance Period, that Award shall lapse and be of no value and the provisions of Rule 7 (save for this Rule 7.1(a)) shall be of no effect.

The Administration Committee shall have the discretion to determine whether the Performance Condition has been satisfied (whether fully or partially) or exceeded and, in making any such determination, the Administration Committee shall have the right to make computational adjustments to the audited results of the Company or the Group, as the case may be, to take into account such factors as the Administration Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events.

Subject to:

- (i) (in relation to a Performance-related Award) the Administration Committee having

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determined that the Performance Condition has been satisfied;

- (ii) the relevant Participant (being an Employee) having continued to be an Employee from the Date of Grant up to the end of the relevant Vesting Period;
- (iii) the Administration Committee being of the opinion that the job performance of the relevant Participant has been satisfactory;
- (iv) such consents (including any approvals required by the Exchange) as may be necessary being obtained;
- (v) compliance with the terms of the Award, the Plan, the Constitution of the Company;
- (vi) where Shares are to be allotted or transferred on the release of an Award, the Participant having a securities account with CDP and compliance with the applicable requirements of CDP; and
- (vii) where Shares are to be allotted on the release of an Award, the Company being satisfied that the Shares which are the subject of the Released Award will be listed for quotation on the Exchange,

upon the expiry of each Vesting Period in relation to an Award, the Company shall Release to the relevant Participant the Shares to which his Award relates on the Vesting Date.

- (b) Shares which are the subject of a Released Award shall be Vested to a Participant on the Vesting Date, which shall be a Market Day falling as soon as practicable after the Release of such Award in accordance with Rule 7.1(a) and, on the Vesting Date, the Administration Committee will procure the allotment or transfer to each Participant of the number of Shares so determined.
 - (c) Where Shares are allotted upon the Vesting of any Award, the Company shall, as soon as practicable after such allotment, apply to the Exchange for the listing and quotation of such Shares.
- 7.2 Shares which are allotted or transferred on the Release of an Award to a Participant shall be registered in the name of, or transferred to, CDP to the credit of the Securities Account of that Participant maintained with CDP or the securities sub-account of that Participant maintained with a Depository Agent.
- 7.3 Shares allotted and issued, and existing Shares procured by the Company on behalf of the Participants for transfer, upon the Release of an Award shall:
- (a) be subject to all the provisions of the Constitution of the Company; and
 - (b) rank for any dividend, right, allotment or other distribution on the Record Date of which is on or after the relevant Vesting Date and (subject as aforesaid) will rank *pari passu* in all respects with the Shares then existing.

8. LIMITATION ON THE SIZE OF THE PLAN

The aggregate number of Shares which may be issued and/or transferred pursuant to Awards granted under the Plan on any date, when added to the number of Shares issued and issuable and/or transferred and transferrable in respect of (a) all Awards granted under the Plan, and (b) all options granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company and for the time being in force, shall not exceed 15.0% of the number of all issued Shares (excluding treasury shares, as defined in the Singapore Companies Act) on the day preceding that date.

9. ADJUSTMENT EVENTS

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- 9.1 If a variation in the issued share capital of the Company (whether by way of a bonus or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:
- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested and the rights attached thereto; and/or
 - (b) the class and/or number of Shares in respect of which Awards may be granted under the Plan,
- may, at the option of the Administration Committee, be adjusted in such manner as the Administration Committee may determine to be appropriate, provided that any such adjustment shall be made in such a way that a Participant will not receive a benefit that a Shareholder does not receive.
- 9.2 Unless the Administration Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or a private placement of securities, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the Exchange during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.
- 9.3 Notwithstanding the provisions of Rule 9.1, any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.
- 9.4 Upon any adjustment being 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 thereafter to be issued or transferred on the Vesting of an Award and the date on which such adjustment shall take effect.
- 9.5 Notwithstanding the provisions of Rule 9.1 or that no adjustment is required under the provisions of the Plan, the Administration Committee may, in any circumstances where it considers that no adjustment should be made or that it should take effect on a different date or that an adjustment should be made to any of the matters referred to in Rule 9.1 notwithstanding that no adjustment is required under the said provisions (as the case may be), request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate as the case may be, and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be in their opinion appropriate.

10. ADMINISTRATION OF THE PLAN

- 10.1 The Plan shall be administered by the Administration Committee in its absolute discretion, with such powers and duties as are conferred on it by the Board, provided that no member of the Administration Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him or held by him.
- 10.2 The Administration 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.
- 10.3 The Company shall bear the costs of establishing and administering the Plan.

11. NOTICES

- 11.1 A Participant shall not by virtue of being granted any Award be entitled to receive copies of any notices or other documents sent by the Company to Shareholders of the Company.

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11.2 Any notice or other communication between the Company and a Participant may be given by sending the same by prepaid post or by personal delivery to, in the case of the Company, its registered office and, in the case of the Participant, his address as notified by him to the Company from time to time.

11.3 Any notice or other communication sent by post:

- (a) by the Company shall be deemed to have been received 24 hours after the same was put in the post properly addressed and stamped and/or;
- (b) by the Participant shall be deemed to have been received when the same is received by the Company at the registered office of the Company.

12. MODIFICATIONS TO THE PLAN

12.1 Any or all the provisions of the Plan may be modified and/or altered at any time and from time to time by resolution of the Board, except that:

- (a) no modification or alteration shall be made which would adversely affect the rights attached to any Award granted prior to such modification or alteration except with the prior consent in writing of such number of Participants who, if their Awards were Released to them upon the expiry of all the Vesting Periods applicable to their Awards, would be entitled to not less than 75.0% of the aggregate number of the Shares which would fall to be Vested upon the Release of all outstanding Awards upon the expiry of all the Vesting Periods applicable to all such outstanding Awards;
- (b) no modification or alteration to the definitions of “Associate”, “Administration Committee”, “Controlling Shareholders”, “Employee”, “Participant”, “Performance Period” and “Vesting Period” and the provisions of Rules 4, 5, 7, 8, 9, 10 and this Rule 12 shall be made to the advantage of Participants except with the prior approval of the Shareholders of the Company in general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the Exchange and such other regulatory authorities as may be necessary.

12.2 Notwithstanding anything to the contrary contained in Rule 12.1, the Board may at any time by resolution (and without other formality, save for the prior approval of the Exchange) 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 (including the Exchange).

12.3 Written notice of any modification or alteration made in accordance with this Rule 12 shall be given to all Participants but accidental omission to give notice to any Participant(s) shall not invalidate any such modifications or alterations.

13. TERMS OF EMPLOYMENT UNAFFECTED

Notwithstanding the provisions of any other Rule:

- (a) the Plan or any Award shall not form part of any contract of employment between the Company and/or any Subsidiary and/or any Employee and the rights and obligations of any individual under the terms of the office or employment with any such company shall not be affected by his participation in the Plan or any right which he may have to participate in it or any Award which he may be granted and the Plan or any Award 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 (whether lawful or not); and
- (b) the Plan shall not confer on any person any legal or equitable rights (other than those constituting the Awards themselves) against the Company and/or any Subsidiary directly or indirectly or give rise to any cause of action at law or in equity against any such company, its

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directors or employees.

14. DURATION OF THE PLAN

- 14.1 The Plan shall continue to be in operation at the discretion of the Administration Committee for a maximum period of 10 years commencing on the Adoption Date, provided always that the Plan may, subject to applicable laws and regulations, continue beyond the above stipulated period with the approval of the Shareholders of the Company by ordinary resolution in general meeting and of any relevant authorities which may then be required.
- 14.2 The Plan may be terminated at any time by the Administration Committee and by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be granted by the Company hereunder.
- 14.3 The termination of the Plan shall not affect Awards which have been granted, whether such Awards have been Released (whether fully or partially) or not.

15. ANNUAL REPORT DISCLOSURE

The Company shall make the following disclosures in its annual report to Shareholders for the duration of the Plan:

- (a) the names of the members of the Administration Committee;
- (b) the information as required in the table below for the following Participants:
- (i) Directors of the Company;
 - (ii) Participants who are Controlling Shareholders or their Associates; and
 - (iii) Participants, other than those in (i) or (ii) above, who receive Awards comprising Shares representing 5.0% or more of the aggregate of:
 - (1) the total number of Shares available under the Plan; and
 - (2) the total number of existing Shares purchased for delivery of Released Awards under the Plan.

Name of Participant	Number of Shares allotted pursuant to Release of Awards under the 2026 HCSS PSP during financial year under review (including terms)	Number of existing Shares purchased for delivery pursuant to Release of Awards under the 2026 HCSS PSP during financial year under review	Aggregate number of Shares allotted and existing Shares purchased for delivery since commencement of the 2026 HCSS PSP to end of financial year under review	Aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review
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- (c) in relation to the Plan, the following particulars:
- (i) the aggregate number of Shares comprised in Awards granted since the commencement of the Plan to the end of the financial year under review;
 - (ii) the aggregate number of Shares comprised in Awards which have Vested during the financial year under review and in respect of such Awards, the proportion of:
 - (1) Shares issued; and

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- (2) where applicable, existing Shares purchased, including the range of prices at which such Shares have been purchased,

upon the Vesting of Released Awards; and

- (iii) the aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review.

- (d) if any of the disclosures above in the foregoing of this Rule 15 is not applicable, an appropriate negative statement will be included in the annual report.

16. ABSTENTION FROM VOTING

Participants who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the Plan. Participants may act as proxies of Shareholders of the Company in respect of the votes of such Shareholders in relation to any such resolution provided that specific instructions have been given in the proxy forms on how the votes are to be cast in respect of the resolution.

17. TAXES, COSTS AND EXPENSES OF THE PLAN

- 17.1 Notwithstanding anything herein, each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a CDP Depository Agent.
- 17.2 The Participants shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or Vesting of the relevant Award. All taxes (including income tax) arising from the grant or Vesting of any Award under the Plan shall be borne by that Participant. The Company shall not be responsible for any failure by the Participant to obtain any such consent or for any tax or other liability to which the Participant may become subject as a result of his participation in the Plan.

18. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Company, its Directors or employees or the Administration Committee shall not under any circumstances be held liable for any costs, losses, expenses liabilities or damages whatsoever and howsoever arising in respect of any matter under or in connection with the Plan, including but not limited to any delay or failure to issue, or procure the transfer of, the Shares or to apply for or procure the listing of new Shares on the Exchange in accordance with Rule 7.1(c) (and any other stock exchange on which the Shares are quoted or listed).

19. SHAREHOLDERS' APPROVAL

The participation of each Controlling Shareholder and each of his Associates in the Plan must be specifically approved by independent Shareholders in separate resolutions for each such person. Each grant of Awards (including the actual number and the terms of the Awards to be granted) to a Controlling Shareholder or his Associates must be specifically approved by independent Shareholders in separate resolutions.

20. DISPUTES

Any disputes or differences of any nature arising hereunder (other than matters to be confirmed by the Auditors in accordance with the Plan) shall be referred to the Administration Committee and its decision shall be final and binding in all respects (including any decisions pertaining to disputes as to interpretation of the Plan or any Rule, regulation, procedure thereunder or as to any rights under the Plan).

21. GOVERNING LAW

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The Plan shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In addition, the Plan shall at all times, be in compliance with applicable laws and regulations of the Republic of Singapore including the listing rules of the Exchange. The Participants, by being granted Awards in accordance with the Plan, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.