

VICPLAS INTERNATIONAL LTD

(Company Registration No. 199805362R)

(Incorporated in the Republic of Singapore)

SCRIP DIVIDEND SCHEME STATEMENT

(as modified on 22 September 2015)

**Scrip Dividend
Scheme
Statement**

This Statement contains the terms and conditions of the Vicplas International Ltd Scrip Dividend Scheme (“**Scrip Dividend Scheme**”) under which persons registered in the Register of Members of Vicplas International Ltd (“**Company**”) or, as the case may be, the Depository Register (as defined below) as the holders of fully paid ordinary shares in the capital of the Company (“**Members**”) may elect to receive fully paid ordinary shares of the Company (“**Shares**”) in lieu of the cash amount of any dividend (including any interim, final, special or other dividend) which is declared on the Shares held by them.

**Summary of
Main Features**

The Scrip Dividend Scheme provides Members with the option to elect to receive Shares in lieu of the cash amount of any dividend (including any interim, final, special or other dividend) (“**Dividend**”) declared on their holding of Shares.

All Members are eligible to participate in the Scrip Dividend Scheme subject to the restrictions on Overseas Members (as defined below), more particularly described below and except for such other Members or class of Members as the Directors of the Company (“**Directors**”) may in their absolute discretion decide.

Members may elect to participate in respect of all, and not part only, of their holding of Shares to which each Notice of Election (as defined below) relates in respect of any Qualifying Dividend (as defined below) and may make a permanent election to participate in respect of all of their holding of Shares to which each Notice of Election relates for all future Qualifying Dividends. Members receiving more than one Notice of Election may elect to participate in respect of their holding of Shares to which one Notice of Election relates and elect not to participate in respect of their holding of Shares to which any other Notice of Election relates. Where a permanent election has been made, Participating Members (as defined below) may, subject to their giving the appropriate notice, cancel their participation and withdraw from the Scrip Dividend Scheme at any time. However, the cancellation of a permanent election by a Member would not preclude him from making a fresh permanent election, should he wish to do so at a later date.

The Directors may, in their absolute discretion, determine that the Scrip Dividend Scheme will apply to any particular Dividend. An announcement will be made by the Company as soon as practicable following the determination by the Directors that the Scrip Dividend

Scheme is to apply to a particular Dividend, and in any event, by no later than the next Market Day (as defined below) immediately following the Books Closure Date (as defined below) in respect of that particular Dividend. Unless the Directors have determined that the Scrip Dividend Scheme will apply to any particular Dividend, the Dividend concerned will be paid in cash to the Members in the usual way.

Shares allotted under the Scrip Dividend Scheme will rank *pari passu* in all respects with the Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election pursuant to the Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Under Singapore laws as at the date of this Statement, there is no brokerage, stamp duty or other transaction costs payable on Shares allotted under the Scrip Dividend Scheme.

How to Participate

Participation in the Scrip Dividend Scheme is optional.

A Member wishing to receive Shares in respect of any Qualifying Dividend or to make a permanent election to receive Shares in respect of all future Qualifying Dividends to which a Notice of Election received by him relates should complete such Notice of Election and submit it to the Company at the address indicated on the Notice of Election or, if the Member is a depositor (as defined below), to CDP (as defined below). A Member receiving more than one Notice of Election and wishing to receive Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all of his holding of Shares or to make a permanent election to receive Shares in respect of all future Qualifying Dividends must complete all the Notices of Election received by him and submit the completed Notices of Election to the Company and/or CDP, as the case may be.

To be effective in respect of any Qualifying Dividend to which a Notice of Election relates, such duly completed Notice of Election must be received by the Company or (in the case of a depositor) CDP no later than the date and time to be specified by the Directors in respect of that Qualifying Dividend.

Terms and Conditions of the Scrip Dividend Scheme

The following are the terms and conditions ("**Terms and Conditions**") of the Scrip Dividend Scheme.

1. Establishment

The Scrip Dividend Scheme has been established by the Directors.

2. Terms and Conditions

In these Terms and Conditions, in addition to the other defined terms set out in this Statement, the following definitions apply throughout unless the context otherwise requires or otherwise stated:

“**Act**” shall mean the Companies Act, Chapter 50 of Singapore, as amended from time to time;

“**Books Closure Date**” shall mean the date and time to be determined by the Directors for the purpose of determining the entitlements of Members to a Dividend;

“**CDP**” shall mean The Central Depository (Pte) Limited or any successor entity thereto;

“**depositor**”, “**depository agent**” and “**Depository Register**” shall have the respective meanings ascribed to them in the Act;

“**Market Day**” shall mean a day on which the SGX-ST (as defined below) is open for trading in securities;

“**Qualifying Dividend**” shall mean any Dividend to which the Scrip Dividend Scheme applies (as determined by the Directors); and

“**SGX-ST**” shall mean Singapore Exchange Securities Trading Limited or any successor entity thereto.

Any provision in these Terms and Conditions requiring any notice, form or other document to be completed by a Member may be satisfied by the signing of such notice, form or other document by the Member, or by way of a telephone or electronic communication involving the execution of any act, procedure or routine (electronic or otherwise) designated by the Company to signify the Member’s intention to be bound by such communication. A Member is deemed to have agreed that he shall have no claim whatsoever against the Company for any delay, failure or inaccuracy in the recording, storage, transmission or delivery of data (in each case whether or not within the control of the Company) or for any compensation, loss or damages in connection therewith or in relation thereto.

3. Eligibility

All Members are eligible to participate in the Scrip Dividend Scheme subject to the restrictions on Overseas Members, more particularly described below, and except that participation in the

Scrip Dividend Scheme shall not be available to such Members or class of Members, as the Directors may in their absolute discretion determine, and further subject to the requirement that such participation by the Member will not result in a breach of any other restriction on such Member's holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, or by the Articles of Association of the Company.

4. Overseas Members

For practical reasons and to avoid any violation of the securities laws applicable in countries outside Singapore where Members may have their registered addresses, the Scrip Dividend Scheme may, at the absolute discretion of the Directors, not be offered to Members with registered addresses outside Singapore and who have not provided to the Company or (where the Member is a depositor) CDP, at least three Market Days (or such other period as the Directors may determine) prior to the Books Closure Date, mailing addresses in Singapore for the service of notices and documents ("**Overseas Members**").

No Overseas Member shall have any claim whatsoever against the Company, the Company's share registrar, CDP or any of their respective agents as a result of the Scrip Dividend Scheme not being offered to such Overseas Members.

If the Directors have decided not to offer the Scrip Dividend Scheme to Overseas Members, Overseas Members who receive or come to have in their possession this Statement and/or a Notice of Election may not treat the same as an invitation to them and are advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the Scrip Dividend Scheme as may be applicable to them.

Overseas Members who wish to be eligible to participate in the Scrip Dividend Scheme should provide an address in Singapore for the service of notices and documents by notifying the Company c/o the Company's share registrar, B.A.C.S. Private Limited, at 63 Cantonment Road, Singapore 089758 (or such other address as may be announced by the Company) or, if the Overseas Member is a depositor, to CDP at 11 North Buona Vista Drive, #06-07 The Metropolis Tower 2, Singapore 138589 (or such other address as may be announced by the Company) at least three Market Days (or such other period as the Directors may determine) prior to the Books Closure Date. Such Overseas Members should note that all correspondence and notices will be sent to their last registered mailing addresses in Singapore maintained with the Company or, as the case may be, CDP.

5. Level of Participation

Participation in the Scrip Dividend Scheme is optional.

A Member may elect to participate in the Scrip Dividend Scheme (“**Participating Member**”) in respect of all, and not part only, of his holding of Shares as at each Books Closure Date to which each Notice of Election received by him relates for a Qualifying Dividend, except in the case of a Member who is a depository agent or nominee company of a bank, merchant bank, stockbroker or other financial institution, holding Shares as custodian, such depository agent or nominee company may, at the absolute discretion of the Directors, be allowed to make an election to participate in the Scrip Dividend Scheme in respect of part only of the Shares to which each Notice of Election received by it relates.

6. Permanent Election

Any permanent election to participate in the Scrip Dividend Scheme is personal to the Member.

A Member may make a permanent election in the manner set out below for participation in respect of all future Qualifying Dividends, and where a permanent election in respect of all his holding of Shares to which a Notice of Election relates has been made, unless and until a notice of cancellation in such form as the Directors may approve (“**Notice of Cancellation**”) in relation to such Notice of Election is received by the Company or (as the case may be) CDP as provided below, the permanent election shall be effective for all future Qualifying Dividends in respect of such Notice of Election. A notice of cancellation of participation in the Scrip Dividend Scheme in any other form will not be accepted by the Company or (as the case may be) CDP unless they otherwise decide.

7. Notice of Election to Participate

The Company will, at its absolute discretion, send to each eligible Member one or more notices of election (in such form and through such medium as the Directors may approve) (“**Notice of Election**”) unless a permanent election to participate in the Scrip Dividend Scheme has already been made.

To be effective in respect of any Qualifying Dividend (unless a permanent election has already been made), a duly completed Notice of Election must be submitted to, and received by, the Company or, in the case of a Notice of Election being submitted by a Member who is a depositor, by CDP, by the date and time

to be specified by the Directors in respect of that Qualifying Dividend, in the manner described in the Notice of Election.

A Member receiving two or more Notices of Election and wishing to receive Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all of his holding of Shares must duly complete all the Notices of Election received by him and submit the completed Notices of Election to the Company and/or CDP, as the case may be, in the manner described in the Notice of Election. A notice of election to participate in the Scrip Dividend Scheme in any other form will not be accepted by the Company or (as the case may be) CDP.

If a Notice of Election in relation to a permanent election is received after the date and time specified by the Directors for any particular Qualifying Dividend, the Notice of Election will not, unless otherwise determined by the Directors, be effective for that Qualifying Dividend or for any future Qualifying Dividends in respect of such Notice of Election.

A Notice of Election (other than in relation to a permanent election) in respect of any Qualifying Dividend shall not, upon its receipt by the Company or (as the case may be) CDP, be withdrawn or cancelled.

A permanent election made in the Notice of Election will remain in force until cancelled in the manner provided below or until it becomes ineffective as provided in these Terms and Conditions. A Member receiving more than one Notice of Election and wishing to make a permanent election in respect of all of his holding of Shares must duly complete all the Notices of Election received by him and submit the Notices of Election to the Company and/or CDP, as the case may be, by the date and time to be specified by the Directors in respect of that Qualifying Dividend, in the manner described in the Notice of Election.

The Company and/or CDP is under no obligation whatsoever to correct invalid Notices of Election on behalf of any Member or to provide any reason for rejecting any Notice of Election.

8. Extent of Application of Scrip Dividend Scheme to each Dividend

The Directors may, in their absolute discretion, in respect of any Dividend, determine whether the Scrip Dividend Scheme shall apply to such Dividend. If, in their absolute discretion, the Directors have not determined that the Scrip Dividend Scheme is to apply to a Dividend, such Dividend shall be paid in cash to Members in the usual way.

9. Share Entitlement

By electing to participate in the Scrip Dividend Scheme in respect of any Notice of Election received by him, a Member elects in respect of any Qualifying Dividend to which such Notice of Election relates to receive Shares in lieu of the cash amount of the Qualifying Dividend. A Member so electing to participate in the Scrip Dividend Scheme may receive Shares in odd lots.

In respect of any Qualifying Dividend, the number of Shares to be allotted and issued to the Participating Member electing to receive Shares in respect of a Notice of Election shall be calculated in accordance with the following formula:

$$N = \frac{S \times D}{V} \text{ (rounded to the nearest two decimal places)}$$

Where:

N is the number of Shares to be allotted and issued as fully paid to the Participating Member in respect of such Notice of Election.

S is the number of Shares held by the Participating Member as at the Books Closure Date for which such Notice of Election relates.

D is the amount of the Qualifying Dividend to which such Notice of Election relates expressed in Singapore dollars or cents per Share.

V is the issue price of a Share, which shall for the purpose of calculating the number of Shares to be allotted and issued as fully paid to a Participating Member, pursuant to the Scrip Dividend Scheme, be an amount in Singapore dollars determined by the Directors ("**Relevant Amount**"), which shall not be set at more than 10% discount (or such other discount as may be permitted by the SGX-ST) to, nor shall it exceed, the average of the volume weighted average prices of a Share on the SGX-ST for each of the Market Days during the period commencing on the day on which the Shares are first quoted ex-dividend on the SGX-ST after the announcement of the Qualifying Dividend and ending on the Books Closure Date in respect of such Qualifying Dividend ("**Price Determination Period**"). In the event that there is no trading in the Shares during the Price Determination Period, the Relevant Amount shall not exceed the average of the volume weighted average prices of a Share on the SGX-ST for each of the Market Days during a period (to be determined by the Directors) prior to

the announcement of the application of the Scrip Dividend Scheme to such Qualifying Dividend.

The Directors shall have full power to make such provisions as they think fit where the number of Shares calculated in accordance with the above formula becomes attributable in fractions, including provisions whereby fractional entitlements are rounded down to the nearest whole number or otherwise dealt with in such manner as they may deem fit in the interests of the Company and which is/are acceptable to the SGX-ST.

10. Terms of Allotment

All Shares allotted under the Scrip Dividend Scheme will be allotted as fully paid.

All such Shares shall rank *pari passu* in all respects with all existing Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election pursuant to the Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Participating Members who are depositors will have the Shares credited to their securities accounts maintained with CDP. In other cases, certificates for the Shares will be despatched to Members, at their registered mailing addresses in Singapore by ordinary post, at their own risk.

The Company or (if the Participating Member is a depositor) CDP will send to each Participating Member on or about the payment date for that Qualifying Dividend (or such other date as the Directors may decide), a notification letter detailing, *inter alia*, the number of Shares held by the Participating Member in respect of which the Participating Member has elected to participate in the Scrip Dividend Scheme, and the number of Shares to be allotted or (as the case may be) credited to the Participating Member under the Scrip Dividend Scheme.

11. Cost to Participants

Under Singapore laws as at the date of this Statement, there is no brokerage, stamp duty or other transaction costs payable on Shares allotted under the Scrip Dividend Scheme.

12. Cancellation of Participation

Subject as hereinafter provided, a Participating Member or an Authorised Representative (as defined below) may at any time cancel the Participating Member's permanent election to participate in the Scrip Dividend Scheme in relation to any Notice of Election by completing and submitting to the Company or (as the case may be) CDP, a Notice of Cancellation in such form as the Directors may approve (a notice of cancellation of participation in the Scrip Dividend Scheme in any other form will not be accepted by the Company or, as the case may be, CDP) in relation to such Notice of Election.

To be effective in respect of any Qualifying Dividend, the duly completed Notice of Cancellation must be submitted to, and received by, the Company or (as the case may be) CDP, by the date and time to be specified by the Directors for that Qualifying Dividend, failing which the Notice of Cancellation will not be effective for that Qualifying Dividend in respect of such Notice of Election but will however be effective for all future Qualifying Dividends.

A Participating Member should note that a Notice of Cancellation which may be issued by the Company as part of the forms for any Qualifying Dividend will not be effective for the Qualifying Dividend and all future Qualifying Dividends if such Notice of Cancellation is submitted to the Company or (as the case may be) CDP, after the date and time to be specified by the Directors in the Notice of Cancellation and/or accompanying form.

Where a Participating Member or an Authorised Representative gives notice to the Company or (as the case may be) CDP, of a change of the Participating Member's registered address for the service of notices and documents from an address within Singapore to an address outside Singapore, he shall thereupon be considered an Overseas Member. Any permanent election previously made to participate in the Scrip Dividend Scheme by such Participating Member shall be deemed to have been cancelled, if his registered address as at the Books Closure Date is an address outside Singapore.

An "**Authorised Representative**", in relation to a Participating Member, would include (upon producing such evidence as the Directors, or if the Participating Member is a depositor, CDP, may require) the following:

- (a) any committee or other legal curator of Participating Member of unsound mind;
- (b) the survivor or survivors where the deceased Participating

Member was a joint holder, and the administrator(s) or executor(s) of the estate of the deceased Participating Member where he was the sole or only surviving holder;

- (c) the official assignee or trustee of the property of the bankrupt Participating Member; and
- (d) where the Participating Member (other than an individual) is in winding-up, the official receiver or liquidator thereof.

13. Cancellation of Application of the Scrip Dividend Scheme

Notwithstanding any provision in these Terms and Conditions, if at any time after the Directors have determined that the Scrip Dividend Scheme shall apply to any particular Dividend and before the allotment and issue of Shares in respect of the Dividend, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the Scrip Dividend Scheme in respect of the Dividend, the Directors may, at their absolute discretion and as they may deem fit in the interest of the Company and without assigning any reason therefor, cancel the application of the Scrip Dividend Scheme to the Dividend. In such event, the Dividend shall be paid in cash to Members in the usual way.

14. Modification and Termination of the Scrip Dividend Scheme

The Scrip Dividend Scheme may be modified or terminated at any time by the Directors.

In the case of a modification, the Scrip Dividend Scheme will continue as modified in relation to each Member who has made a permanent election under the Scrip Dividend Scheme unless and until the Company or, if the Member is a depositor, CDP, receives a Notice of Cancellation in respect of a Notice of Election submitted by such Member or (as the case may be) his permanent election otherwise ceases to have effect in accordance with these Terms and Conditions, whichever is the earlier.

15. Governing Law

This Statement, the Scrip Dividend Scheme and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Singapore.

16. Collection, Use and Disclosure of Personal Data

For the purposes of implementing and administering the Scrip Dividend Scheme, responding to instructions or enquiries made or purportedly made by a Member, and enforcing rights or fulfilling obligations under any applicable laws, listing rules, regulations or guidelines or these Terms and Conditions, the Company and/or CDP will collect, use and disclose the personal data of Members who are individuals, as contained in each submitted Notice of Election or other Form, or which is otherwise collected from Members (or their authorised representatives) and public sources. Each Member consents to the collection, use and disclosure of his personal data for all such purposes, including disclosure of data to related corporations of the Company, CDP and/or third parties who provide services to the Company and/or CDP, and to the collection, use and further disclosure by such parties for such purposes.

SGX-ST Listing

The Shares allotted under the Scrip Dividend Scheme have in-principle been accepted for listing by the SGX-ST and will be quoted upon completion of allotment procedures. However, the SGX-ST accepts no responsibility for any statements made in this Statement.

Taxation

The Company takes no responsibility for the taxation liabilities of Participating Members or the tax consequences of any election made by Members. As individual circumstances and laws vary considerably, specific taxation advice should be obtained by Members if required.

The Company accepts no responsibility for the correctness or accuracy of any information as to taxation liability set out in this Statement.

As a general indication, however, it is understood that as at the date of this Statement, under tax legislation in Singapore, a Member's tax liability will not alter, nor is there any tax advantage to be gained, by reason of having elected to participate in the Scrip Dividend Scheme.

Other Terms

The Shares are offered on the terms and conditions set out in this Statement and in the applicable provisions of the Articles of Association of the Company.

Responsibility Statement

This Statement has been seen and approved by all the Directors and they collectively and individually accept responsibility for the accuracy of the information given and confirm that they have taken reasonable care to ensure that there are no material facts the omission of which would make any statement in this Statement misleading.