

**SINGAPORE TELECOMMUNICATIONS LIMITED**  
**(Incorporated in the Republic of Singapore)**  
**Company Registration Number: 199201624D**

**ADOPTION OF SINGTEL ENTERPRISE SECURITY PTE. LTD.**  
**2020 LONG-TERM INCENTIVE PLAN**

Pursuant to Rule 843(4) of the Listing Manual of the Singapore Exchange Securities Trading Limited ("**Listing Manual**"), Singapore Telecommunications Limited ("**Singtel**") wishes to disclose the principal terms of the Singtel Enterprise Security Pte. Ltd. 2020 Long-Term Incentive Plan ("**SES Plan**") adopted by Singtel Enterprise Security Pte. Ltd. ("**SES**"), a wholly-owned subsidiary of Singtel. A summary of the principal terms of the SES Plan is set out in the Appendix to this announcement.

The purpose of the SES Plan is to attract and retain the best available personnel, to provide additional incentive to employees and non-employee directors of SES and its subsidiaries (the "**SES Group**"), and to promote the success of the business of the SES Group. Options may be granted pursuant to the SES Plan ("**Options**" and each, an "**Option**") to purchase ordinary shares in the capital of SES ("**Shares**").

Singtel also refers to its previous announcement on 7 December 2015 in relation to the adoption of the Trustwave Holdings, Inc. Stock Option Incentive Plan ("**Trustwave Plan**") by Trustwave Holdings, Inc. ("**Trustwave**"), a subsidiary of Singtel. Trustwave is also currently part of the wider SES Group. The SES Group comprises operating subsidiaries in the cyber security business other than Trustwave. Moving forward, the intention is to cease the granting of new stock options over shares of common stock, par value US\$0.0001, in the capital of Trustwave ("**Trustwave Common Stock**") under the Trustwave Plan altogether. Instead, Options would be granted to such participants under the SES Plan. Eligible participants under the Trustwave Plan will also be given a one-time opportunity to elect to cancel their outstanding and unexercised stock options over Trustwave Common Stock granted under the Trustwave Plan in exchange for new Options granted under the SES Plan at not less than the Fair Market Value (as defined in the Appendix to this announcement) of the underlying Shares on the grant date. No new options over Trustwave Common Stock shall be granted under the Trustwave Plan and the Trustwave Plan shall be terminated in due course. All Trustwave options over Trustwave Common Stock that are outstanding as of the date of termination will remain outstanding until they expire or are exercised in accordance with their terms.

Issued by Singapore Telecommunications Limited on 10 September 2020.

## APPENDIX

### PRINCIPAL TERMS OF THE SINGTEL ENTERPRISE SECURITY PTE. LTD. 2020 LONG-TERM INCENTIVE PLAN

- (a) Eligibility to participate in the SES Plan: Options may be granted only to employees of SES and/or its subsidiaries ("**Employees**") or non-employee directors of SES and/or its subsidiaries ("**Non-Employee Directors**"). No Options may be granted to Employees or Non-Employee Directors who are also controlling shareholders (as defined in the Listing Manual) of SES or associates (as defined in the Listing Manual) of such controlling shareholders.
- (b) Limitation on the size of the SES Plan: The total number of Shares which may be issued or delivered pursuant to Options granted under the SES Plan on any date shall not exceed fifteen per cent (15%) of the total number of issued Shares (excluding Shares held by SES in treasury and subsidiary holdings (as defined in the Listing Manual)) on the day preceding that date.
- (c) Administration of the SES Plan: The SES Plan is administered by the board of directors of SES ("**Board**") or a committee comprising directors of SES appointed in accordance with applicable laws by the Board to administer the SES Plan ("**Administrator**"). The Administrator shall have the authority, in its discretion to, *inter alia*:
- (i) determine the Fair Market Value<sup>1</sup> of the Shares;
  - (ii) select the Employees or Non-Employee Directors to whom Options may from time to time be granted;
  - (iii) determine whether and to what extent Options are granted;
  - (iv) determine the number of Shares to be covered by each Option granted;
  - (v) approve the form(s) of agreement(s) used under the SES Plan;
  - (vi) determine the terms and conditions, not inconsistent with the terms of the SES Plan, of any Option granted hereunder, which terms and conditions include but are not limited to, the exercise or purchase price, the time or times when Options may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, any *pro rata* adjustment to vesting as a result of an Employee's transitioning from full- to part-time service (or vice versa), and any restriction or limitation regarding any Option based in each case on such factors as the Administrator, in its sole discretion, shall determine;

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<sup>1</sup> "Fair Market Value" means, as of any date, the value of a Share or other property as determined by the Administrator, in its discretion, or by SES, in its discretion, if such determination is expressly allocated to SES, subject to the following:

- (i) If, on such date, the Shares are listed on a national or regional securities exchange or market system, the Fair Market Value of a Share shall be the closing price on such date of a Share (or the mean of the closing bid and asked prices of a Share if the Shares are so quoted instead) as quoted on such exchange or market system constituting the primary market for the Shares, as reported in The Wall Street Journal or such other source as the Administrator deems reliable. If the relevant date does not fall on a day on which the Shares have traded on such securities exchange or market system, the date on which the Fair Market Value shall be established shall be the last day on which the Shares were so traded prior to the relevant date, or such other appropriate day as shall be determined by the Administrator, in its discretion.
- (ii) If, on such date, the Shares are not listed on a national or regional securities exchange or market system, the Fair Market Value of a Share shall be as determined by the Administrator in good faith.

- (vii) determine whether and under what circumstances an Option may be settled in cash instead of Shares;
  - (viii) adjust the vesting of an Option held by an Employee or Non-Employee Director as a result of a change in the terms or conditions under which such person is providing services to SES;
  - (ix) construe and interpret the terms of the SES Plan and Options granted under the SES Plan; and
  - (x) in order to fulfill the purposes of the SES Plan and without amending the SES Plan, to modify grants of Options in order to recognise differences in local law, tax policies or customs.
- (d) Term of the SES Plan: The SES Plan will become effective upon its adoption by the Board ("**Effective Date**") and continue in effect for a term of ten (10) years from the later of the Effective Date or the date any amendment to add shares to the SES Plan is approved by shareholders of SES, unless sooner terminated.
- (e) Term of Options: The term of each Option shall be (i) no more than ten (10) years from the date of grant thereof for Employees; and (ii) no more than five (5) years from the date of grant thereof for Non-Employee Directors, or in each of the aforesaid cases, such shorter term as may be provided in the option agreement. In the case of an Option intended to qualify as an incentive share option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**") ("**Incentive Share Option**") granted to a person who at the time of such grant owns Shares representing more than ten per cent (10%) of the voting power of all classes of shares of SES or any related company, within the meaning of Section 422 of the Code ("**Ten Percent Holder**"), the term of the Option shall be five (5) years from the date of grant thereof or such shorter term as may be provided in the option agreement.
- (f) Payment upon grant of Options: Employees and Non-Employee Directors who receive grants of Options under the SES Plan are not required to pay any amount upon application or acceptance of the grant.
- (g) Exercise Price: The per Share exercise price for the Shares to be issued shall be no less than 100% of the Fair Market Value per Share on the date of grant or, in the case of an Incentive Share Option granted to an Employee who at the time of grant is a Ten Percent Holder, the per Share exercise price shall be no less than 110% of the Fair Market Value per Share on the date of grant. Notwithstanding the foregoing, Options may be granted with a per Share exercise price other than as required above pursuant to a merger or other corporate transaction in accordance with Section 424 of the Code and applicable laws.
- (h) Rights as shareholders: Until the participant is registered on the electronic register of members of SES kept and maintained by the Registrar (as defined in the Companies Act, Chapter 50 of Singapore), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares subject to an Option.
- (i) Adjustments upon changes in capitalisation, merger or certain other transactions:
- (i) *Variation in capital:* If a variation in the issued ordinary share capital of SES (whether by way of a bonus or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place or if SES shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then:
    - (A) the exercise price in the context of an Option, the class and/or number of Shares which are the subject of an Option to the extent unexercised or not yet vested (as the case may be); and/or
    - (B) the class and/or number of Shares in respect of which future Options may be granted under the SES Plan,

shall be proportionately adjusted in such manner as the Administrator may, in its absolute discretion, determine to be appropriate; provided, however, that the Administrator will make such adjustments to an Option required by Section 25102(o) of the California Corporations Code to the extent SES is relying upon the exemption afforded thereby with respect to the Option.

- (ii) *Circumstances not requiring adjustment:* Unless the Administrator considers an adjustment to be appropriate, the issuance of securities as consideration for an acquisition or a private placement of securities (including an investment by SES's shareholder or shareholders) shall not normally be regarded as a circumstance requiring adjustment.
  - (iii) *Auditors' confirmation:* Notwithstanding sub-paragraph (i) above:
    - (A) 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; and
    - (B) the adjustment must be made in such a way that a participant will not receive a benefit that a holder of the Shares does not receive.
  - (iv) *Dissolution or liquidation:* In the event of the dissolution or liquidation of SES, each Option will terminate immediately prior to the consummation of such action, unless otherwise determined by the Administrator.
  - (j) Amendment and termination of the SES Plan: The Board may at any time amend, alter, suspend or discontinue the SES Plan, except that:
    - (i) no amendment, alteration, suspension or discontinuation (other than an adjustment pursuant to the SES Plan) shall be made that would materially and adversely affect the rights of any participant under any outstanding Option, without his or her consent; and
    - (ii) the definitions of "Administrator," "Fair Market Value," "Employee," "Non-Employee Director," "Participant" and "Subsidiary" and the provisions of Sections 3, 4(a), 5(a), 7, 10, 11, 13(a) and 21 of the SES Plan shall not be altered to the advantage of participants except with the prior approval of shareholders of SES in general meeting.
- In addition, to the extent necessary and desirable to comply with the applicable laws, SES will obtain shareholder approval of any SES Plan amendment in such a manner and to such a degree as required.
- (k) Disclosures in annual report: SES will provide the necessary disclosures in relation to the SES Plan, as required pursuant to Rule 852 of the Listing Manual, in its annual report.