

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

**ADOPTION OF SCRIP DIVIDEND SCHEME AND  
APPLICATION OF SCRIP DIVIDEND SCHEME TO FY2021 INTERIM DIVIDEND**

**1. INTRODUCTION**

The Board of Directors (the “**Board**” or the “**Directors**”) of Singapore Telecommunications Limited (“**Singtel**” or the “**Company**”) is pleased to announce the adoption of the Singtel Scrip Dividend Scheme (the “**Scrip Dividend Scheme**”).

Under the Scrip Dividend Scheme, if the Directors determine that the Scrip Dividend Scheme will apply to any particular cash dividend (including any interim, final, special or other dividend), persons registered in the Register of Members of the Company (the “**Register of Members**”) or, as the case may be, the Depository Register (as defined in the Securities and Futures Act, Chapter 289 (the “**SFA**”)) as holders of fully paid ordinary shares (“**Shares**”) of the Company (“**Shareholders**”) may elect to receive fully paid new Shares (“**New Shares**”) in lieu of the cash amount of that dividend which is declared on the Shares held by them, subject to the Terms and Conditions of the Scrip Dividend Scheme (the “**Terms and Conditions**”).

General information about the Scrip Dividend Scheme is set out in paragraph 4 below. For Overseas Shareholders (as defined below), attention is drawn, in particular, to paragraph 4.3 which describes how Overseas Shareholders may not participate in the Scrip Dividend Scheme.

Partial election<sup>1</sup> and permanent election will not be available under the Scrip Dividend Scheme.

**The Scrip Dividend Scheme will be applicable to the interim one-tier tax-exempt dividend of 5.1 cents per Share for the year ending 31 March 2021 (the “FY2021 Interim Dividend”). More information is set out in paragraph 5 below.**

**2. RATIONALE AND PURPOSE OF THE SCRIP DIVIDEND SCHEME**

The Scrip Dividend Scheme, if and when applied to any particular dividend, will provide an opportunity for eligible Shareholders to elect to receive the dividend in the form of New Shares, credited as fully paid, instead of cash. It will enable eligible Shareholders to acquire further equity in the Company without having to incur brokerage fees, stamp duty and other related costs.

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<sup>1</sup> A Shareholder who is a “**relevant intermediary**” (as described in the Companies Act, Chapter 50) will, however, be allowed to make an election to participate in the Scrip Dividend Scheme in respect of part only of its holding of Shares.

The Board believes that the Scrip Dividend Scheme will create long term sustainable value for Shareholders. The Company will benefit from the implementation of the Scrip Dividend Scheme as, to the extent that eligible Shareholders elect to receive dividends in the form of New Shares, the cash which would otherwise have been paid out in cash dividends may then be retained to fund the growth and expansion of the Singtel group. The retention of cash would also help to strengthen the Company's working capital position and provide financial flexibility, which is especially important in the current Covid-19 situation to bolster resilience and capacity given the uncertainties in the global economy.

### **3. TERMS AND CONDITIONS OF THE SCRIP DIVIDEND SCHEME**

The Terms and Conditions are set out in the Scrip Dividend Scheme Statement, a copy of which is attached at **Annex A**.

### **4. GENERAL INFORMATION ABOUT THE SCRIP DIVIDEND SCHEME**

#### **4.1 Eligibility**

All Shareholders are eligible to participate in the Scrip Dividend Scheme subject to the Prescribed Limits, the Foreign Shareholding Limit and the Individual Shareholding Limit, and the restrictions on Overseas Shareholders, all as more particularly described below, and except that participation in the Scrip Dividend Scheme shall not be available to such Shareholders or class of Shareholders as the Directors may in their absolute discretion determine, and further, shall be subject to the requirement that such participation or receipt of New Shares under the Scrip Dividend Scheme by any Shareholder will not result in a breach of any other restriction on such Shareholder's holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, as the case may be, or prescribed by the Constitution of the Company (the "**Constitution**").

#### **4.2 Prescribed Limits, Foreign Shareholding Limit and Individual Shareholding Limit**

A Shareholder may not participate in the Scrip Dividend Scheme in relation to any dividend to which the Scrip Dividend Scheme applies if such participation would in the opinion of the Directors:

- (a) cause such Shareholder, or such Shareholder together with his associates<sup>2</sup>, to reach or exceed any of the Prescribed Limits<sup>3</sup>, except with the prior approval of the Minister<sup>4</sup>

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<sup>2</sup> The expression "**associate**" shall have the meaning ascribed to it in the Broadcasting Act, Chapter 28 (the "**Broadcasting Act**"), the Telecommunications Act, Chapter 323 (the "**Telecommunications Act**") and/or any other legislation to which the Company is subject from time to time and/or any regulations, directives, guidelines, notices and/or codes of practice promulgated or issued thereunder from time to time, as the case may be, and the expressions "**foreign source**" and "**relevant licence**" shall have the meanings ascribed to them respectively in the Broadcasting Act.

<sup>3</sup> "**Prescribed Limits**" means the limits applicable in relation to the holding of or having an interest in, Shares, or the controlling of voting power, in the Company, in each case as defined in and as prescribed by the Broadcasting Act, the Telecommunications Act and/or any other legislation to which the Company is subject from time to time and/or any regulations, directives, guidelines, notices and/or codes of practice promulgated or issued thereunder from time to time, as the case may be.

<sup>4</sup> "**Minister**" means the Minister referred to in the Broadcasting Act and/or the Telecommunications Act, as the case may be.

and/or the applicable regulatory authority, as the case may be, or except as permitted by the Constitution;

- (b) cause any foreign source<sup>1</sup>, whether alone or together with one or more other foreign sources, to reach or exceed the Foreign Shareholding Limit<sup>5</sup>, except where approval has been granted by the Minister and/or the applicable regulatory authority, as the case may be, for the Company to continue to hold a relevant licence<sup>1</sup> notwithstanding that the Foreign Shareholding Limit has been reached or exceeded; and/or
- (c) cause such Shareholder or related group of persons, not being Permitted Person(s)<sup>6</sup>, to have an interest in excess of the Individual Shareholding Limit<sup>7</sup>.

The Directors reserve the right to not allot any New Shares under the Scrip Dividend Scheme to any person if, in their opinion, such allotment will result in (i) any of the Prescribed Limits being reached or exceeded, (ii) the Foreign Shareholding Limit being reached or exceeded, and/or (iii) that person or related group of persons, not being Permitted Person(s), to have an interest in excess of the Individual Shareholding Limit. Such person will instead be paid his total entitlement to that dividend in cash. No such person shall have any claim whatsoever against the Company, the Company's Share Registrar, The Central Depository (Pte) Limited ("**CDP**") or any of their respective agents in connection therewith.

#### 4.3 Overseas Shareholders

For practical reasons and to avoid any violation of the securities laws applicable in countries outside Singapore where Shareholders may have their registered mailing addresses, unless otherwise determined by the Directors in their absolute discretion, Shareholders with registered mailing addresses outside Singapore and who have not provided to the Company or, where the Shareholder is a Depositor (as defined in the SFA), CDP at least three (3) market days<sup>8</sup> prior to the record date (or such other period as the Directors may determine), mailing addresses in Singapore for the service of notices and documents (each such Shareholder, an "**Overseas Shareholder**") may not participate in the Scrip Dividend Scheme. No Overseas Shareholder shall have any claim whatsoever against the Company, the Company's Share Registrar, CDP or any of their respective agents in connection therewith.

Overseas Shareholders who may not participate in the Scrip Dividend Scheme and who receive or come to have in their possession a notice of election or any other document in connection with the Scrip Dividend Scheme may not treat the same as an invitation or offer of any securities to them. Overseas Shareholders are advised to inform themselves of, and to observe, any

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<sup>5</sup> "**Foreign Shareholding Limit**" means the limits applicable in relation to the holding of Shares, or the controlling of voting power, in the Company by a foreign source(s), in each case as defined in and as prescribed by the Broadcasting Act, beyond which no relevant licence may be granted or held by the Company under the Broadcasting Act unless the Minister otherwise approves.

<sup>6</sup> "**Permitted Person**" means Temasek Holdings (Private) Limited and/or such person or persons approved by the Directors to have an interest in excess of the Individual Shareholding Limit.

<sup>7</sup> "**Individual Shareholding Limit**" means the limit of 15% of the issued Shares (excluding treasury shares) prescribed by the Constitution in which any person or related group of persons (other than a person or persons approved by the Directors) may have an interest, whether directly or indirectly.

<sup>8</sup> "**Market day**" means a day on which the SGX-ST is open for securities trading.

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 Shareholders who wish to be eligible to participate in the Scrip Dividend Scheme should provide a mailing address in Singapore for the service of notices and documents, to the Company c/o the Company's Share Registrar, M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902 or, if the Overseas Shareholder is a Depositor, to CDP at 11 North Buona Vista Drive, #01-19/20, The Metropolis Tower 2, Singapore 138589, at least three (3) market days prior to the record date (or such other period as the Directors may determine). Such Overseas Shareholders should note that all correspondence, notices and documents will be sent to their last registered mailing address in Singapore maintained with the Company or, in the case of such Overseas Shareholders who are Depositors, their last registered mailing address in Singapore maintained with CDP.

#### 4.4 No Known Tax Advantage for Participating in the Scrip Dividend Scheme

The Company takes no responsibility for the taxation liabilities of participating Shareholders or the tax consequences of any election made by Shareholders. As individual circumstances and laws vary considerably, specific taxation advice should be obtained by Shareholders if they are in any doubt or if they otherwise require.

The Company takes no responsibility for the correctness or accuracy of any information as to taxation liability set out in this announcement or in the Scrip Dividend Scheme Statement.

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

#### 4.5 Participating Shareholders may Receive Odd Lots

As the Shares are presently traded in board lots of 10 and 100 Shares each, an eligible Shareholder who elects to receive New Shares in lieu of the cash amount of any dividend to which the Scrip Dividend Scheme applies may receive such New Shares in odd lots.

#### 4.6 Fractional Entitlements

The Directors, in their absolute discretion, shall make such provisions as they deem fit in respect of fractional entitlements to the New Shares, including provisions as to rounding, or whereby fractional entitlements are otherwise dealt with in such manner as the Directors may deem fit in the interests of the Company.

#### 4.7 Obligations under Take-over Code

The attention of Shareholders is drawn to Rule 14 of The Singapore Code on Take-overs and Mergers (the "**Take-over Code**"). In particular, a Shareholder should note that he may be under an obligation to extend a take-over for the Company if:

- (a) he, by participating in the Scrip Dividend Scheme in relation to any dividend to which the Scrip Dividend Scheme applies, acquires, whether by a series of transactions over a period of time or not, New Shares which (together with Shares held or acquired by

persons acting in concert with him) carry 30% or more of the voting rights of the Company; or

- (b) he, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights of the Company, and he or any person acting in concert with him, by participating in the Scrip Dividend Scheme in relation to any dividend to which the Scrip Dividend Scheme applies, acquires in any period of six (6) months additional Shares carrying more than 1% of the voting rights of the Company.

The statements above do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all implications that may arise under, the Take-over Code. Shareholders who are in doubt as to whether they would incur any obligation to make a take-over offer under the Take-over Code as a result of any acquisition of New Shares through their participation in the Scrip Dividend Scheme are advised to consult their professional advisers and/or the Securities Industry Council of Singapore at the earliest opportunity.

## **5. APPLICATION OF SCRIP DIVIDEND SCHEME TO FY2021 INTERIM DIVIDEND**

The Scrip Dividend Scheme will be applicable to the FY2021 Interim Dividend. Shareholders who are entitled to the FY2021 Interim Dividend will be eligible to participate in the Scrip Dividend Scheme, subject to the Terms and Conditions. Entitlements to the FY2021 Interim Dividend will be based on the Shares held by Shareholders as at 5.00 p.m. on 27 November 2020 (the “**Record Date**”).

**Participation in the Scrip Dividend Scheme is optional. Eligible Shareholders who wish to receive the FY2021 Interim Dividend in cash need not take any action.**

### **5.1 Eligibility**

All Shareholders entitled to the FY2021 Interim Dividend will be eligible to participate in the Scrip Dividend Scheme subject to the Prescribed Limits, the Foreign Shareholding Limit and the Individual Shareholding Limit, and the restrictions on Overseas Shareholders, all as described in paragraph 4 above.

Participation in the Scrip Dividend Scheme is also subject to the requirement that such participation by a Shareholder will not result in a breach of any other restriction on such Shareholder’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 Constitution.

Overseas Shareholders who have not provided the Company’s Share Registrar or, if the Shareholder is a Depositor, CDP with addresses in Singapore for the service of notices and documents latest by 5.00 p.m. on 24 November 2020 (being not later than three (3) market days prior to the Record Date) will not be eligible to participate in the Scrip Dividend Scheme.

Overseas Shareholders who wish to be eligible to participate in the Scrip Dividend Scheme should provide a mailing address in Singapore for the service of notices and documents, to the Company c/o the Company’s Share Registrar, M & C Services Private Limited at 112 Robinson Road #05-01, Singapore 068902 or, if the Overseas Shareholder is a Depositor, to CDP at 11 North Buona Vista Drive, #01-19/20, The Metropolis Tower 2, Singapore 138589, not later than 5.00 p.m. on 24 November 2020.

## 5.2 Election Notices

Notices of election (“**Election Notices**”) are proposed to be despatched to eligible Shareholders on or about 9 December 2020<sup>9</sup>.

Eligible Shareholders may elect to participate in the Scrip Dividend Scheme in relation to the FY2021 Interim Dividend only. Shareholders may not make a permanent election to participate in the Scrip Dividend Scheme in respect of future dividends to which the Scrip Dividend Scheme is applied.

Eligible Shareholders may elect to participate in the Scrip Dividend Scheme in respect of all, and not part only, of their holdings of Shares as at the Record Date (except in the case of a Shareholder who is a relevant intermediary, who may 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 issued to it relates).

## 5.3 Issue Price

For the purposes of the application of the Scrip Dividend Scheme to the FY2021 Interim Dividend, the price at which each New Share is to be issued (the “**Issue Price**”) will be set at the average of the daily volume weighted average prices of the Shares during the price determination period between 26 November 2020 and 27 November 2020 (both dates inclusive) (being the period commencing on the date on which the Shares are first traded on an ex-basis and ending on the Record Date). No discount will be applied to the Issue Price.

The Company will announce the Issue Price on 27 November 2020.

## 5.4 Fractional Entitlements

Where the number of New Shares to be issued to a Shareholder pursuant to the Scrip Dividend Scheme is not less than one (1) and includes a fraction, the number of New Shares which will be issued to such Shareholder will be rounded down to the nearest whole number and the fraction will be disregarded. No cash will be paid on such disregarded fraction of a New Share.

Where the number of New Shares to be issued to a Shareholder pursuant to the Scrip Dividend Scheme is less than one (1), the dividend will be paid in cash. No New Shares will be issued to such Shareholder regardless of the election submitted.

## 5.5 Notice of Record Date and Dividend Payment Date

Notice of the Record Date for the FY2021 Interim Dividend is contained in a separate announcement titled “Notice of Record Date” released by the Company today.

The FY2021 Interim Dividend will be paid on or about 15 January 2021 (the “**Dividend Payment Date**”), and the New Shares are expected to be listed and credited on or about 18 January 2021.

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<sup>9</sup> Physical copies of the Election Notices will not be despatched to Depository Agents who hold Shares through CDP. Depository Agents may submit their elections electronically via the SGX-SFG service provided by CDP as listed in the Terms and Conditions for User Services.

## 5.6 Important Indicative Dates and Events

Shareholders should note the following important dates and events. In the event of a change, the Company will publicly announce such change through a SGXNET announcement posted on the website of the SGX-ST at <https://www.sgx.com>. All references to dates and times are made by reference to Singapore dates and times.

<u>Indicative Date</u>	<u>Event</u>
5.00 p.m. on 24 November 2020 ( <i>Tuesday</i> )	Last day for Overseas Shareholders to provide Singapore addresses
25 November 2020 ( <i>Wednesday</i> )	Last day on which Shares quoted cum dividend
26 November 2020 ( <i>Thursday</i> )	Shares quoted ex-dividend
Between 26 to 27 November 2020 (both dates inclusive) ( <i>Thursday to Friday</i> )	Period for determining the Issue Price
5.00 p.m. on 27 November 2020 ( <i>Friday</i> )	Record Date
27 November 2020 ( <i>Friday</i> )	Announcement of Issue Price
On or about 9 December 2020 ( <i>Wednesday</i> )	Despatch of Election Notices <sup>9</sup>
30 December 2020 ( <i>Wednesday</i> )	Last day for eligible Shareholders to submit Election Notices <sup>9 &amp; 10</sup>
On or about 15 January 2021 ( <i>Friday</i> )	Dividend Payment Date
On or about 18 January 2021 ( <i>Monday</i> )	Listing and crediting of New Shares

## 6. APPROVALS REQUIRED FOR IMPLEMENTING THE SCRIP DIVIDEND SCHEME

### 6.1 Shareholders' Approval for Issuance of New Shares

Pursuant to Rule 862(1) of the Listing Manual, an announcement must be made by an issuer if it wishes to implement a scrip dividend scheme which enables shareholders to elect to receive shares in lieu of the cash amount of any dividend.

To facilitate the implementation of the Scrip Dividend Scheme, Shareholders' approval was sought and obtained at the 28<sup>th</sup> Annual General Meeting of the Company held on 30 July 2020 for alterations to the Constitution to include, *inter alia*, a new article 138A to enable Shareholders to elect to receive dividends in the form of New Shares, credited as fully paid, instead of the cash amount of the qualifying dividend.

While there is no requirement under the Listing Manual for Shareholders' approval for the implementation of the Scrip Dividend Scheme, the allotment and issuance of New Shares

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<sup>10</sup> An eligible Shareholder who is a Depositor with an individual account or a joint alternate-signatory account may only submit his election online via [investors.sgx.com](https://investors.sgx.com).

pursuant to the Scrip Dividend Scheme is subject to the approval of the Shareholders under the Companies Act, Chapter 50 and the Listing Manual. The authority to issue New Shares under the Scrip Dividend Scheme may be in the form of specific Shareholders' approval in compliance with Rule 805 of the Listing Manual or the Company may otherwise rely on a valid general mandate granted by the Shareholders to the Directors pursuant to Rule 806 of the Listing Manual. In this regard, the Company intends to rely on the 10% sub-limit under the general share issue mandate approved by Shareholders at the 28<sup>th</sup> Annual General Meeting held on 30 July 2020 for the issuance of New Shares pursuant to the application of the Scrip Dividend Scheme to the FY2021 Interim Dividend.

## 6.2 SGX-ST'S Approval for Listing and Quotation of New Shares

In compliance with Appendix 8.4.4 of the Listing Manual, application will be made by the Company for the admission to the Official List of the SGX-ST of the New Shares as may, from time to time, be issued by the Company pursuant to the Scrip Dividend Scheme, and for the listing and quotation of such New Shares on the Main Board of the SGX-ST.

Any approval of the SGX-ST for listing of such New Shares is not to be taken as an indication of the merits of the Scrip Dividend Scheme, the Shares, the New Shares, the Company or its subsidiaries.

## 7. ENQUIRIES

Further details on the Scrip Dividend Scheme may be found at [www.singtel.com/scrip-dividend](http://www.singtel.com/scrip-dividend). Enquiries about any aspect of the Scrip Dividend Scheme should be directed to the Company c/o the Company's Share Registrar:

M & C Services Private Limited  
112 Robinson Road #05-01  
Singapore 068902

or such other entity and/or address as may be announced by the Company from time to time.

**Issued by Singapore Telecommunications Limited on 12 November 2020.**

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

**SCRIP DIVIDEND SCHEME STATEMENT**

**1. SCRIP DIVIDEND SCHEME STATEMENT**

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

The Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) assumes no responsibility for the correctness of any statements contained herein.

**2. SUMMARY OF MAIN FEATURES**

The Scrip Dividend Scheme provides Shareholders with the option to elect to receive New Shares in lieu of the cash amount of any Dividend declared on their holding of Shares.

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

Shareholders 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). Shareholders issued with 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.

Shareholders should note that they may not make a permanent election to participate in the Scrip Dividend Scheme in respect of future Qualifying Dividends.

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 Record 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 Shareholders.

New Shares which are to be allotted and issued under the Scrip Dividend Scheme to Participating Shareholders (as defined below) shall, upon allotment and issue, rank *pari passu* in all respects with the existing Shares then in issue except that the New Shares will not rank for any dividend, right, allotment or other distributions, the record date (as defined in the Listing Manual of the SGX-ST) for which falls before or is contemporaneous with the date of allotment of the New Shares, unless the Directors shall otherwise specify.

Shareholders participating in the Scrip Dividend Scheme can expect to receive, at or about each Qualifying Dividend payment date, notifications relating to, *inter alia*, the number of New Shares allotted to them under the Scrip Dividend Scheme.

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

### **3. HOW TO PARTICIPATE**

Participation in the Scrip Dividend Scheme is optional.

A Shareholder wishing to receive New Shares in respect of any Qualifying Dividend to which a Notice of Election issued to him relates should complete such Notice of Election and submit it to the Company or, if the Shareholder is a Depositor (as defined below), CDP (as defined below), in the manner described in the Notice of Election. A Shareholder issued with more than one Notice of Election and wishing to receive New Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all of his holding of Shares must complete and submit all of such Notices of Election to the Company and/or CDP, as the case may be, in the manner described in each such Notice of Election.

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.

## **4. TERMS AND CONDITIONS OF THE SCRIP DIVIDEND SCHEME**

### **4.1 Establishment**

The Scrip Dividend Scheme has been established by the Directors.

### **4.2 Terms and Conditions**

The following are the terms and conditions ("**Terms and Conditions**"), which expression shall include any amendment or supplement thereto, of the Scrip Dividend Scheme.

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 unless otherwise stated:

<b>"Broadcasting Act"</b>	The Broadcasting Act, Chapter 28, as amended from time to time.
<b>"CDP"</b>	The Central Depository (Pte) Limited (including any successor entity thereto).
<b>"Companies Act"</b>	The Companies Act, Chapter 50, as amended from time to time.
<b>"Constitution"</b>	The Constitution of the Company, as amended from time to time.
<b>"Foreign Shareholding Limit"</b>	The limits applicable in relation to the holding of Shares, or the controlling of voting power, in the Company by a foreign source(s), in each case as defined in and as prescribed by the Broadcasting Act, beyond which no relevant licence may be granted or held by the Company under the Broadcasting Act unless the Minister otherwise approves.
<b>"Individual Shareholding Limit"</b>	The limit of 15% of the issued Shares (excluding treasury shares) prescribed by the Constitution in which any person or related group of persons (other than a person or persons approved by the Directors) may have an interest, whether directly or indirectly.
<b>"Market Day"</b>	A day on which the SGX-ST is open for securities trading.
<b>"Minister"</b>	The Minister referred to in the Broadcasting Act and/or the Telecommunications Act, as the case may be.
<b>"Permitted Person"</b>	Temasek Holdings (Private) Limited and/or such person or persons approved by the Directors to have an interest in excess

of the Individual Shareholding Limit.

<b>“Prescribed Limits”</b>	The limits applicable in relation to the holding of or having an interest in, Shares, or the controlling of voting power, in the Company, in each case as defined in and as prescribed by the Broadcasting Act, the Telecommunications Act and/or any other legislation to which the Company is subject from time to time and/or any regulations, directives, guidelines, notices and/or codes of practice promulgated or issued thereunder from time to time, as the case may be.
<b>“Qualifying Dividend”</b>	Any Dividend to which the Scrip Dividend Scheme applies (as determined by the Directors).
<b>“Record Date”</b>	The date and time to be determined by the Directors for the purpose of determining the entitlements of Shareholders to a Qualifying Dividend.
<b>“Register”</b>	The Register of Members of the Company maintained by or on behalf of the Company.
<b>“Securities Accounts”</b>	Securities accounts maintained by Depositors or Depository Agents with CDP, but not including securities accounts maintained with a Depository Agent.
<b>“Securities and Futures Act”</b>	The Securities and Futures Act, Chapter 289, as amended from time to time.
<b>“Telecommunications Act”</b>	The Telecommunications Act, Chapter 323, as amended from time to time.
<b>“S\$”</b>	Singapore dollars.
<b>“%”</b>	Percentage or per centum.

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

The term **“relevant intermediary”** shall have the meaning ascribed to it in the Companies Act.

The expression **“associate”** shall have the meaning ascribed to it in the Broadcasting Act, the Telecommunications Act and/or any other legislation to which the Company is subject from time to time and/or any regulations, directives, guidelines, notices and/or codes of practice promulgated or issued thereunder from time to time, as the case may be, and the expressions **“foreign source”** and **“relevant licence”** shall have the meanings ascribed to them respectively in the Broadcasting Act.

In these Terms and Conditions, “**related group of persons**” shall include such relationship as the Directors, in their opinion, may determine.

Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing a specific gender shall include the other genders (male, female or neuter). References to “**person**” shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that “**person**” may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning.

Any provision in these Terms and Conditions requiring any notice, form or other document to be completed by a Shareholder may be satisfied by the signing of such notice, form or other document by the Shareholder, 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 Shareholder’s intention to be bound by such communication. A Shareholder 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.

#### **4.3 Eligibility**

All Shareholders are eligible to participate in the Scrip Dividend Scheme subject to the Prescribed Limits, the Foreign Shareholding Limit and the Individual Shareholding Limit, and the restrictions on Overseas Shareholders, all as more particularly described below, and except that participation in the Scrip Dividend Scheme shall not be available to such Shareholders or class of Shareholders as the Directors may in their absolute discretion determine, and further, shall be subject to the requirement that such participation or receipt of New Shares under the Scrip Dividend Scheme by any Shareholder will not result in a breach of any other restriction on such Shareholder’s holding of Shares which may be imposed by any statute, law or regulation in force in Singapore or any other relevant jurisdiction, as the case may be, or prescribed by the Constitution.

#### **4.4 Prescribed Limits, Foreign Shareholding Limit and Individual Shareholding Limit**

A Shareholder may not participate in the Scrip Dividend Scheme in relation to any Qualifying Dividend if such participation would in the opinion of the Directors:

- (a) cause such Shareholder, or such Shareholder together with his associates, to reach or exceed any of the Prescribed Limits, except with the prior approval of the Minister and/or the applicable regulatory authority, as the case may be, or except as permitted by the Constitution;

- (b) cause any foreign source, whether alone or together with one or more other foreign sources, to reach or exceed the Foreign Shareholding Limit, except where approval has been granted by the Minister and/or the applicable regulatory authority, as the case may be, for the Company to continue to hold a relevant licence notwithstanding that the Foreign Shareholding Limit has been reached or exceeded; and/or
- (c) cause such Shareholder or related group of persons, not being Permitted Person(s), to have an interest in excess of the Individual Shareholding Limit.

The Directors reserve the right to not allot any New Shares under the Scrip Dividend Scheme to any person if, in their opinion, such allotment will result in (i) any of the Prescribed Limits being reached or exceeded, (ii) the Foreign Shareholding Limit being reached or exceeded, and/or (iii) that person or related group of persons, not being Permitted Person(s), to have an interest in excess of the Individual Shareholding Limit. Such person will instead be paid his total entitlement to the Qualifying Dividend in cash. No such person shall have any claim whatsoever against the Company, the Company's Share Registrar, CDP or any of their respective agents in connection therewith.

#### **4.5 Overseas Shareholders**

For practical reasons and to avoid any violation of the securities laws applicable in countries outside Singapore where Shareholders may have their registered mailing addresses, and for reasons referred to elsewhere in these Terms and Conditions, unless otherwise determined by the Directors in their absolute discretion, Shareholders with registered mailing addresses outside Singapore and who have not provided to the Company or (where the Shareholder is a Depositor) CDP at least three (3) Market Days prior to the Record Date (or such other period as the Directors may determine in their absolute discretion), mailing addresses in Singapore for the service of notices and documents (each such Shareholder, an "**Overseas Shareholder**") may not participate in the Scrip Dividend Scheme. No Overseas Shareholder shall have any claim whatsoever against the Company, the Company's Share Registrar, CDP or any of their respective agents in connection therewith.

Overseas Shareholders who may not participate in the Scrip Dividend Scheme and who receive, come to have in their possession, or have access to this Statement and/or a Notice of Election may not treat the same as an invitation or offer of any securities to them. Overseas Shareholders 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 Shareholders who wish to be eligible to participate in the Scrip Dividend Scheme should provide a mailing address in Singapore for the service of notices and documents to the Company c/o the Company's Share Registrar, M & C Services Private Limited, at 112 Robinson Road, #05-01, Singapore 068902 (or such other address as may be announced by the Company), or, if the Overseas Shareholder is a Depositor, CDP at 11 North Buona Vista Drive, #01-19/20, The Metropolis Tower 2, Singapore 138589 (or such other address as may be announced by the Company), at least three (3) Market Days prior to the Record Date (or such

other period as the Directors may determine in their absolute discretion). Such Overseas Shareholders should note that all correspondence, notices and documents will be sent to their last registered mailing addresses in Singapore maintained with the Company or, in the case of such Overseas Shareholders who are Depositors, their last registered mailing addresses in Singapore maintained with CDP.

#### **4.6 Level of Participation**

Participation in the Scrip Dividend Scheme is optional.

A Shareholder may elect to participate in the Scrip Dividend Scheme (the “**Participating Shareholder**”) in respect of all, and not part only, of his holding of Shares as at each Record Date to which each Notice of Election issued to him relates for a Qualifying Dividend (the “**Participating Shares**”), except in the case of a Shareholder who is a relevant intermediary, such relevant intermediary 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 issued to it relates.

#### **4.7 No Permanent Election**

Shareholders may not make a permanent election to participate in the Scrip Dividend Scheme in respect of future Qualifying Dividends.

#### **4.8 Notice of Election to Participate**

The Company will, at its absolute discretion, provide to each eligible Shareholder one or more notices of election (in such form and through such medium as the Directors may approve) (the “**Notice of Election**”).

To be effective in respect of any Qualifying Dividend, the duly completed Notice of Election must be submitted to, and received by, the Company or, in the case of a Shareholder who is a Depositor, 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 Shareholder issued with two or more Notices of Election and wishing to receive New Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all his holding of Shares must complete and submit all of such Notices of Election to the Company and/or CDP, as the case may be, in the manner described in each such 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. A Notice of 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.

The Company and/or CDP is under no obligation whatsoever to correct invalid Notices of Election on behalf of any Shareholder or to provide any reason for rejecting any Notice of Election. A Notice of Election submitted to, and received by, the Company or, in the case of a Shareholder who is a Depositor, CDP, shall be conclusive evidence in favour of the

Company and/or CDP, as the case may be, of the right, title, power and authority of the person(s) submitting it to deal in the same. The Company and/or CDP shall be entitled to assume the accuracy of any information and/or documents submitted together with any Notice of Election, and is under no obligation whatsoever to verify or question the validity of the same.

Neither the Company, the Company's Share Registrar nor CDP shall be liable for any act or omission in respect of any Notice of Election received by it, and any information and/or documents submitted therewith. A Shareholder who submits a Notice of Election (or on whose behalf a Notice of Election is submitted) shall indemnify and hold harmless from, and, at their respective request defend, the Company, the Company's Share Registrar and CDP and their respective directors, officers, employees, agents and related corporations ("**Indemnified Parties**") against (a) any claim, demand, action or proceeding made or initiated against, and (b) all losses, damages, costs and expenses (including all legal costs and expenses) suffered or incurred by, any of the Indemnified Parties as a result of or in relation to that Notice of Election and any information and/or documents submitted therewith.

By electing to participate in the Scrip Dividend Scheme, the Participating Shareholder unconditionally:

- (a) warrants to the Company that he has the legal right and full power and authority to participate in the Scrip Dividend Scheme and that his participation in the Scrip Dividend Scheme will not result in a breach of any statute, law or regulation by which he is bound;
- (b) acknowledges that the Company may at any time determine that the Participating Shareholder's Notice of Election or any other form (collectively, "**Forms**" and each, a "**Form**") is valid, even if the relevant Form or part thereof is incomplete, illegible, contains errors or is otherwise defective;
- (c) acknowledges that the Company may reject any Form without furnishing any reasons;
- (d) acknowledges that the Company has not provided the Participating Shareholder with investment or other advice and that it does not have any obligation to provide any advice in connection with the Scrip Dividend Scheme; and
- (e) agrees to these Terms and Conditions and agrees not to do any act or thing which would be contrary to the intention or purpose of the Scrip Dividend Scheme,

in each case, at all times until termination of the Scrip Dividend Scheme or of the Participating Shareholder's participation in the Scrip Dividend Scheme.

#### 4.9 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 Shareholders.

#### 4.10 Share Entitlement

By electing to participate in the Scrip Dividend Scheme in respect of any Notice of Election issued to him, a Shareholder elects in respect of any Qualifying Dividend to which such Notice of Election relates to receive New Shares in lieu of the cash amount of the Qualifying Dividend.

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

$$N = \frac{S \times D}{V}$$

Where:

- N is the number of New Shares to be allotted and issued as fully paid to the Participating Shareholder in respect of such Notice of Election.
- S is the number of Participating Shares held by the Participating Shareholder as at the Record Date to which such Notice of Election relates.
- D is the amount of the Qualifying Dividend to which such Notice of Election relates expressed in S\$ in cents and fractions of a cent per Participating Share.
- V is the issue price of a New Share, which shall for the purpose of calculating the number of New Shares to be allotted and issued as fully paid to Participating Shareholders pursuant to the Scrip Dividend Scheme, be an amount in S\$ (the “**Relevant Amount**”) determined by the Company, which shall not be set at more than a 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 Record Date in respect of such Qualifying Dividend or such other period as may be determined by the Directors (“**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

in their absolute discretion) prior to the announcement of the application of the Scrip Dividend Scheme to such Qualifying Dividend.

The Directors shall, in their absolute discretion, make such provisions as they deem fit where the number of New Shares calculated in accordance with the above formula becomes attributable in fractions, including provisions as to rounding or whereby fractional entitlements are otherwise dealt with in such manner as they may deem fit in the interests of the Company.

Shareholders who elect to receive New Shares in lieu of cash for any Qualifying Dividend should take note that they may receive odd lots under the formula set out above.

#### **4.11 Terms of Allotment**

All New Shares allotted to Participating Shareholders under the Scrip Dividend Scheme will be allotted as fully paid. All such New Shares shall upon allotment and issue, rank *pari passu* in all respects with all existing Shares then in issue except that the New Shares will not rank for any dividend, right, allotment or other distributions, the record date (as defined in the Listing Manual of the SGX-ST) for which falls before or is contemporaneous with the date of allotment of the New Shares, unless the Directors shall otherwise specify.

Participating Shareholders who are Depositors will have the New Shares credited to their Securities Accounts. In other cases, certificates for the New Shares will be despatched to Participating Shareholders, at their risk, at their registered mailing addresses in Singapore maintained with the Company.

#### **4.12 Notifications to Participating Shareholders**

The Company or (if the Participating Shareholder is a Depositor) CDP will send to each Participating Shareholder on or about the payment date for a Qualifying Dividend, or such other date as the Directors may decide, a notification relating to, *inter alia*:

- (a) the number of the Participating Shares held by the Participating Shareholder as at the relevant Record Date in respect of which the Participating Shareholder has elected to participate in the Scrip Dividend Scheme; and
- (b) the number of New Shares allotted or (as the case may be) credited to the Participating Shareholder under the Scrip Dividend Scheme.

#### **4.13 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 New Shares allotted under the Scrip Dividend Scheme.

#### **4.14 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 New 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 and without assigning any reason therefor, cancel the application of the Scrip Dividend Scheme to the Dividend. In the event of a cancellation, the Dividend shall be paid in cash to Shareholders.

In particular and without prejudice to the generality of the foregoing, if the Directors determine that the Foreign Shareholding Limit computed as at the Record Date of a Qualifying Dividend will be reached or exceeded (assuming that elections for New Shares are made in respect of all foreign sources as at that Record Date), the Directors may, at their absolute discretion, cancel the application of the Scrip Dividend Scheme to that Dividend, in which event that Dividend shall be paid in cash to Shareholders.

#### **4.15 Modification and Termination of the Scrip Dividend Scheme**

The Scrip Dividend Scheme may be modified or terminated at any time and in any manner by the Directors as they deem fit. Such modification or termination shall be announced by the Company.

#### **4.16 General Administration of the Scrip Dividend Scheme**

The Directors may implement the Scrip Dividend Scheme in any manner they deem fit. The Directors have the power and full discretion to:

- (a) determine procedures, rules and regulations for administration of the Scrip Dividend Scheme consistent with these Terms and Conditions;
- (b) settle in such manner as they deem fit any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the Scrip Dividend Scheme) which may arise in connection with the Scrip Dividend Scheme, whether generally or in relation to any Participating Shareholder or any Shares to be allotted under the Scrip Dividend Scheme, and the determination of the Directors will be conclusive and binding on all Shareholders and other persons to whom the determination relates;
- (c) delegate to any one or more persons, for such period and on such conditions as the Directors may determine, the exercise of any of their powers or discretions under or in respect of the Scrip Dividend Scheme, and references to a decision, opinion or determination of the Directors include a reference to the decision, opinion or determination of the person or persons to whom the Directors have delegated their

authority for the purposes of administering the Scrip Dividend Scheme; and

- (d) waive strict compliance by the Company or any Shareholder with any of these Terms and Conditions.

#### **4.17 Governing Law and Jurisdiction**

This Statement, the Scrip Dividend Scheme and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Singapore and each Shareholder submits to the exclusive jurisdiction of the Singapore courts.

#### **4.18 Exclusion of Third Party Rights**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce against the Company any of these Terms and Conditions.

#### **4.19 Notices and Correspondence**

Unless otherwise provided in these Terms and Conditions, any notices, documents and correspondence required to be given or sent by the Company to a Participating Shareholder shall be given or sent in accordance with the applicable provisions of the Constitution of the Company.

#### **4.20 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 Shareholder, and enforcing rights or fulfilling obligations under any applicable laws, listing rules, regulations or guidelines or these Terms and Conditions, the Company, the Company's Share Registrar and/or CDP will collect, use and disclose the personal data of Shareholders who are individuals, as contained in each submitted Notice of Election or other Form, or which is otherwise collected from Shareholders (or their authorised representatives) and public sources. Each Shareholder 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, the Company's Share Registrar, CDP and/or third parties who provide services to the Company, the Company's Share Registrar and/or CDP, and to the collection, use and further disclosure by such parties for such purposes.

### **5. LISTING OF NEW SHARES ON THE SGX-ST**

The Company shall make the necessary application(s) for the listing of the New Shares to be issued for the purposes of, in connection with or where contemplated by the Scrip Dividend Scheme. Any approval of the SGX-ST for listing of such New Shares is not to be taken as an indication of the merits of the Scrip Dividend Scheme, the Shares, the New Shares, the Company or its subsidiaries.

## **6. OBLIGATION TO EXTEND TAKE-OVER OFFER**

The attention of Shareholders is drawn to Rule 14 of The Singapore Code on Take-overs and Mergers (the “**Take-over Code**”). In particular, a Shareholder should note that he may be under an obligation to extend a take-over for the Company if:

- (a) he, by participating in the Scrip Dividend Scheme in relation to any Qualifying Dividend, acquires, whether by a series of transactions over a period of time or not, New Shares which (together with Shares held or acquired by persons acting in concert with him) carry 30% or more of the voting rights of the Company; or
- (b) he, together with persons acting in concert with him, holds not less than 30% but not more than 50% of the voting rights of the Company, and he or any person acting in concert with him, by participating in the Scrip Dividend Scheme in relation to any Qualifying Dividend, acquires in any period of six (6) months additional Shares carrying more than 1% of the voting rights of the Company.

The statements above do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all implications that may arise under, the Take-over Code. Shareholders who are in doubt as to whether they would incur any obligation to make a take-over offer under the Take-over Code as a result of any acquisition of New Shares through their participation in the Scrip Dividend Scheme are advised to consult their professional advisers and/or the Securities Industry Council of Singapore at the earliest opportunity.

## **7. TAXATION**

The Company takes no responsibility for the taxation liabilities of Participating Shareholders or the tax consequences of any election made by Shareholders. As individual circumstances and laws vary considerably, specific taxation advice should be obtained by Shareholders if they are in any doubt or if they otherwise require.

The Company takes 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 Shareholder's Singapore tax liability in relation to the Dividends received will not alter, nor is there any tax advantage to be gained, by reason of having elected to participate in the Scrip Dividend Scheme.

## **8. LIABILITY OF THE COMPANY**

Notwithstanding anything in this Statement or in any of the documents to be issued by the Company or CDP in connection with the Scrip Dividend Scheme, neither the Company nor any officer, agent or representative of the Company shall under any circumstances whatsoever be liable or responsible to any Shareholder or Participating Shareholder for any

liability, loss, damage, cost or expense (collectively, "**Loss**") or alleged Loss in connection with or as a result, directly or indirectly, of the establishment or operation of the Scrip Dividend Scheme or his participation in the Scrip Dividend Scheme or in relation to any matter whatsoever in connection with the Scrip Dividend Scheme, including without limitation any delay in allotting or issuing any New Shares or applying for their listing. No representation or warranty is given in respect of any Shares, any New Shares, the Company or its subsidiaries or associated companies, or that any listing approval obtained for the New Shares will be maintained.

## **9. OTHER TERMS**

The New Shares are offered on the Terms and Conditions set out in this Statement and in the applicable provisions of the Constitution. There are no other terms other than those implied by law or set out in publicly registered documents.

Where required, the Company will deduct all income tax to be deducted from the Qualifying Dividend in accordance with applicable law.

## **10. ENQUIRIES**

Enquiries about any aspect of the Scrip Dividend Scheme should be directed to the Company c/o the Company's Share Registrar:

M & C Services Private Limited  
112 Robinson Road #05-01  
Singapore 068902

or such other entity and/or address as may be announced by the Company from time to time.

Date: 12 November 2020