

## CIRCULAR DATED 6 SEPTEMBER 2023

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

**IF YOU ARE IN ANY DOUBT AS TO ITS CONTENTS OR THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, OR OTHER PROFESSIONAL ADVISER IMMEDIATELY.**

This circular (the “**Circular**”) is issued by Rex International Holding Limited (the “**Company**”) to the shareholders of the Company. The notice of the extraordinary general meeting of the Company to be held on 28 September 2023 (the “**Notice of EGM**”) and the accompanying proxy form (the “**Proxy Form**”) are enclosed with this Circular.

If you have sold or transferred all your ordinary shares (the “**Shares**”) in the capital of the Company held through The Central Depository (Pte) Limited, you need not forward this Circular to the purchaser or transferee. If you have sold or transferred all your Shares represented by physical share certificate(s), you should at once hand this Circular, the Notice of EGM and the Proxy Form immediately to the purchaser or the transferee, or to the bank, stockbroker or agent through whom you effected the sale or the transfer, for onward transmission to the purchaser or the transferee.

The Singapore Exchange Securities Trading Limited assumes no responsibility for the accuracy of any of the statements or opinions made, or reports contained in this Circular.

This Circular, together with the Notice of EGM and the Proxy Form, will be published by electronic means on the Company’s corporate website at <https://investor.rexih.com> and is also made available on SGXNet at <https://www.sgx.com/securities/company-announcements>. Printed copies of the Notice of EGM and the Proxy Form will be sent by post to Shareholders. Printed copies of the Circular will only be sent upon request.

Shareholders will be able to participate fully at the physical EGM and will not be able to attend the EGM by way of electronic means.

Your attention is drawn to Section 9 (Action to be taken by Shareholders) of this Circular in respect of actions to be taken if you wish to attend and vote at the EGM.



## **REX INTERNATIONAL HOLDING LIMITED**

(Incorporated in the Republic of Singapore on 11 January 2013)  
(Company Registration No. 201301242M)

### **CIRCULAR TO SHAREHOLDERS**

#### **IN RELATION TO**

- (1) THE PROPOSED ADOPTION OF THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME;**
- (2) THE PROPOSED OFFER AND GRANT OF OPTIONS AT A DISCOUNT UNDER THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME; AND**
- (3) THE PROPOSED ADOPTION OF THE REX INTERNATIONAL PERFORMANCE SHARE PLAN.**

#### **IMPORTANT DATES AND TIMES**

Last date and time for lodgment of Proxy Form : Tuesday, 26 September 2023 at 3.00 p.m.

Date and time of the EGM : Thursday, 28 September 2023 at 3.00 p.m.

Place of the EGM : Conference One, Level 2, PARKROYAL COLLECTION  
Pickering, 3 Upper Pickering Street, Singapore  
058289

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## DEFINITIONS

The following definitions apply throughout in this Circular unless otherwise stated:

- “2013 ESOS”** : The Rex International Employee Share Option Scheme 2013 which was approved and adopted by Shareholders in an extraordinary general meeting of the Company held on 24 June 2013 and amended with Shareholders’ approval at an extraordinary general meeting of the Company held on 3 March 2022
- “2013 PSP”** : The Rex International Performance Share Plan 2013 which was approved and adopted by Shareholders in an extraordinary general meeting of the Company held on 24 June 2013 and amended with Shareholder’s approval at extraordinary general meetings of the Company held on 30 April 2014, 28 April 2017 and 3 March 2022
- “2023 ESOS”** : The proposed Rex International Employee Share Option Scheme 2023, as amended, modified or supplemented from time to time
- “2023 ESOS Rules”** : The rules of the 2023 ESOS as set out in Appendix A (Rules of Rex International Employee Share Option Scheme 2023) to this Circular, as may be amended, modified or supplemented from time to time, and any reference to a particular 2023 ESOS Rule shall be construed accordingly
- “2023 PSP”** : The proposed Rex International Performance Share Plan 2023, as amended, modified or supplemented from time to time
- “2023 PSP Rules”** : The rules of the 2023 PSP as set out in Appendix B (Rules of Rex International Performance Share Plan 2023) to this Circular, as may be amended, modified or supplemented from time to time, and any reference to a particular 2023 PSP Rule shall be construed accordingly
- “Aggregated Subscription Cost”** : The total amount payable for Shares which may be acquired on the exercise of an Option
- “AIP”** : Has the meaning ascribed to it in Paragraph 1.3 of this Circular
- “Annual Report”** : The annual report of the Company for FY2022
- “Auditors”** : The auditors of the Company for the time being
- “Average Performance Market Price”** : The average of the Company’s closing market prices of Shares over a consecutive period of five (5) market days in which transactions in the Shares were recorded, at any time within a two-year period from the date of Awards
- “Award”** : A contingent award of Shares granted under Paragraph 4.4.4 of this Circular
- “Award Letter”** : A letter in such form as the Share Plan Committee shall approve, confirming an Award granted to a PSP Participant by the Share Plan Committee
- “Board” or “Directors”** : The board of directors of the Company for the time being

“CDP”	:	The Central Depository (Pte) Limited
“CPF”	:	The Central Provident Fund
“Code of Corporate Governance”	:	The Code of Corporate Governance 2018, as amended, modified or supplemented from time to time
“Companies Act”	:	The Companies Act 1967, as amended, modified or supplemented from time to time
“Company”	:	Rex International Holding Limited
“Constitution”	:	The constitution of the Company, as may be amended or modified from time to time
“Date of Grant”	:	In relation to an Award, the date on which the Award is granted pursuant to the 2023 PSP Rules
“Date of Offer”	:	In relation to an Option, the date on which the Option is granted pursuant to the 2023 ESOS Rules
“Employee”	:	An employee of the Group who is selected by the Share Options Committee or Share Plan Committee to participate in the 2023 ESOS or 2023 PSP respectively
“EGM”	:	The extraordinary general meeting of the Company to be held on Thursday, 28 September 2023 at 3.00 p.m. (Singapore time), notice of which is given in the Notice of EGM
“EPS”	:	Earnings Per Share
“ESOS Adoption Date”	:	Has the meaning ascribed to it in Paragraph 2.1.1 of this Circular
“ESOS Participant”	:	The holder of an Option
“Exercise Price”	:	The price at which an ESOS Participant shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Paragraph 2.3.6 of this Circular, and as adjusted in accordance with Paragraph 2.3.9 of this Circular
“Exercise Period”	:	Has the meaning ascribed to it in Paragraph 2.3.7(a) of this Circular
“FY”	:	Financial year ended 31 December
“Grantee”	:	The person to whom an offer of an Option is made
“Group”	:	The Company and its subsidiaries
“Group Director”	:	A director of the Company and/or its subsidiaries for the time being, as the case may be
“Incentive Option”	:	An Option granted with the Exercise Price set at a discount to the Market Price
“Independent Shareholders”	:	Shareholders who are independent for the purposes of approving the Proposals

<i>“KPI-based Incentive Scheme”</i>	:	Has the meaning ascribed to it in Paragraph 4.1.2 of this Circular
<i>“Latest Practicable Date”</i>	:	23 August 2023, being the latest practicable date prior to the date of this Circular
<i>“Mainboard Rules”</i>	:	The Listing Rules (Mainboard) of the SGX-ST, as may be amended, modified or supplemented from time to time
<i>“Market Day”</i>	:	A day on which the SGX-ST is open for trading in securities
<i>“Market Price”</i>	:	A price equals to the average of the closing market prices of a Share over the last five (5) Market Days (on which transactions in the Shares were recorded) immediately preceding the Date of Offer of that Option, as determined by the Share Options Committee by reference to the daily official list or any other publication by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices
<i>“Market Price Option”</i>	:	An Option granted with the Exercise Price set at the Market Price
<i>“Notice of EGM”</i>	:	Has the meaning ascribed to it in Paragraph 1.1 of this Circular and enclosed at pages N1 to N7 of this Circular
<i>“NTA”</i>	:	Net Tangible Asset value
<i>“Option”</i>	:	The right to subscribe for Shares granted or to be granted to an Employee or Non-Independent Non-Executive Group Director pursuant to the 2023 ESOS and for the time being subsisting
<i>“Ordinary Resolutions”</i>	:	The ordinary resolutions relating to the Proposals as set out in the Notice of EGM
<i>“Performance Condition”</i>	:	In relation to a Performance-related Award, the condition specified on the Date of Grant in relation to that Award
<i>“Performance-related Award”</i>	:	An Award in relation to which a Performance Condition is specified
<i>“Performance Period”</i>	:	In relation to a Performance-related Award, a period, the duration of which is to be determined by the Share Plan Committee on the Date of Grant, during which the Performance Condition is to be satisfied
<i>“Proposals”</i>	:	Has the meaning ascribed to it in Paragraph 1.1 of this Circular
<i>“Proposed Discount”</i>	:	Has the meaning ascribed to it in Paragraph 1.1 of this Circular
<i>“Proposed ESOS”</i>	:	Has the meaning ascribed to it in Paragraph 1.1 of this Circular
<i>“Proposed PSP”</i>	:	Has the meaning ascribed to it in Paragraph 1.1 of this Circular
<i>“PSP Adoption Date”</i>	:	Has the meaning ascribed to it in Paragraph 4.1.1 of this Circular
<i>“PSP Participant”</i>	:	The holder of an Award
<i>“Record Date”</i>	:	The date, as at the close of business (or such other time as may have been prescribed by the Company), on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)

<i>“Release”</i>	:	In relation to an Award, the release relating to that Award of all or some of the Shares to which that Award relates in accordance with Paragraph 4.4.6 of this Circular and, to the extent that any Shares which are the subject of the Award are not released pursuant to Paragraph 4.4.6 of this Circular, the Award in relation to those Shares shall lapse accordingly, and the term “Released” shall be construed accordingly
<i>“S\$”</i>	:	Singapore dollars
<i>“SFRS(I) 2”</i>	:	The Singapore Financial Reporting Standards (International) 2
<i>“SGX-ST”</i>	:	Singapore Exchange Securities Trading Limited
<i>“SRS”</i>	:	Supplementary Retirement Scheme
<i>“Securities Account”</i>	:	A securities account maintained by a Depositor with CDP but does not include a securities sub-account
<i>“Securities and Futures Act”</i>	:	The Securities and Futures Act 2001, as amended, modified or supplemented from time to time
<i>“Share Options Committee”</i>	:	A committee comprising directors of the Company duly authorised, appointed and nominated by the Board from time to time to administer the employee share option schemes adopted by the Company
<i>“Share Plan Committee”</i>	:	A committee comprising directors of the Company duly authorised, appointed and nominated by the Board from time to time to administer the performance share plans adopted by the Company
<i>“Shareholders”</i>	:	Persons who are registered as holders of Shares in the Register of Shareholders of the Company except that where the registered holder is CDP, the term “Shareholders” shall, where the context admits, mean the Depositors in the Depository Register maintained by CDP and into whose Securities Accounts those Shares are credited
<i>“Shares”</i>	:	Ordinary shares in the share capital of the Company
<i>“%” or “per cent.”</i>	:	Percentage or per centum
<i>“Vesting”</i>	:	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award. The terms “Vest” and “Vested” shall be construed accordingly
<i>“Vesting Date”</i>	:	In relation to Shares which are the subject of a Released Award, the date (as determined by the Share Plan Committee and notified to the relevant PSP Participant) on which those Shares have Vested pursuant to Paragraph 4.4.6 of this Circular
<i>“Vesting Period”</i>	:	In relation to an Award, the period(s), the duration of which, if any, is to be determined by the Share Plan Committee at the Date of Grant

The terms “Depositor”, “Depository Agent” and “Depository Register” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act or any statutory modification thereof, as the case may be.

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted. Any word defined under the Companies Act, the Securities and Futures Act and the Mainboard Rules or any modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Companies Act, the Securities and Futures Act and the Mainboard Rules or modification as the case may be. The expressions “associate”, “subsidiary”, “subsidiary holdings”, “treasury share”, “Controlling Shareholder” and “Substantial Shareholder” shall have the meanings ascribed to them respectively in the Companies Act and the Mainboard Rules.

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

Any reference in this Circular to a time of day and date shall be a reference to Singapore time and date respectively, unless otherwise stated. Any discrepancy with the tables in this Circular between the listed amounts and the totals thereof is due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures which precede them.

WongPartnership LLP is the Singapore legal adviser to the Company for this Circular.

## **CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS**

All statements, other than statements of historical fact included in this Circular, are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “aim”, “seek”, “expect”, “anticipate”, “estimate”, “believe”, “intend”, “project”, “plan”, “potential”, “strategy”, “forecast”, “possible”, “probable” and similar expressions or future or conditional verbs such as “if”, “will”, “would”, “should”, “could”, “may” or “might”. These statements reflect the Company’s current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future results, performance, events or achievements and involve known and unknown risk and uncertainties. Accordingly, actual future results, performance, events or achievements may differ materially from those described in such forward-looking statements. Given the risks and uncertainties involved, Shareholders and investors should not place undue reliance on such forward-looking statements and information. The Company does not undertake any obligation to update any of those forward-looking statements or publicly announce any revisions to those forward-looking statements, subject to compliance with all applicable laws and regulations and/or rules of the SGX-ST and/or any other regulatory or supervisory body or agency.



**REX INTERNATIONAL HOLDING LIMITED**  
(Incorporated in the Republic of Singapore on 11 January 2013)  
(Company Registration No. 201301242M)

**Board of Directors:**

Mr Dan Broström (*Executive Chairman*)  
Mr John d'Abo (*Executive Vice Chairman*)  
Dr Karl Lidgren (*Executive Director*)  
Mr Sin Boon Ann (*Lead Independent Non-Executive Director*)  
Dr Christopher Atkinson (*Independent Non-Executive Director*)  
Ms Mae Heng (*Independent Non-Executive Director*)  
Dr Mathias Lidgren (*Non-Independent Non-Executive Director*)  
Ms Beverley Smith (*Independent Non-Executive Director*)  
Mr Pong Chen Yih (*Independent Non-Executive Director*)

**Registered Office:**

80 Robinson Road, #02-00  
Singapore 068898

6 September 2023

**To: The Shareholders of Rex International Holding Limited**

Dear Sir/Madam

- (1) THE PROPOSED ADOPTION OF THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**
- (2) THE PROPOSED OFFER AND GRANT OF OPTIONS AT A DISCOUNT UNDER THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**
- (3) THE PROPOSED ADOPTION OF THE REX INTERNATIONAL PERFORMANCE SHARE PLAN**

**1. INTRODUCTION**

- 1.1 The Directors wish to refer Shareholders to the Notice of EGM of the Company dated 6 September 2023 convening the EGM to be held on Thursday, 28 September 2023 seeking Shareholders' approval for the proposed adoption and implementation of the 2023 ESOS (the "**Proposed ESOS**"), the proposed offer and grant of options at a discount under the 2023 ESOS (the "**Proposed Discount**") and the proposed adoption and implementation of the 2023 PSP (the "**Proposed PSP**") (collectively, the "**Proposals**").
- 1.2 The purposes of this Circular are to provide Shareholders with information relating to, and to seek Shareholders' approval for, the Proposed ESOS, Proposed Discount and Proposed PSP to be tabled at the EGM, details of which are set out in Paragraphs 2, 3, 4 and 5 of this Circular. The Notice of EGM is set out on pages N1 to N7 of this Circular. This Circular has been prepared solely for the purposes set out herein and may not be relied upon by any persons (other than Shareholders) nor for any other purpose.
- 1.3 The SGX-ST has, on 18 August 2023, granted an approval in-principle (the "**AIP**") for the listing and quotation of the new Shares which may, from time to time, be allotted and issued in connection with the 2023 ESOS and 2023 PSP (as the case may be), subject to the following:
  - (a) Independent Shareholders' approval for the 2023 ESOS and 2023 PSP; and
  - (b) the Company's compliance with the SGX-ST's listing requirements and guidelines.The SGX-ST's AIP is not to be taken as an indication of the merits of the 2023 ESOS, the 2023 PSP, the new Shares and/or the Group.
- 1.4 The SGX-ST assumes no responsibility for the accuracy of any of the statements or opinions made, or reports contained in this Circular.

## **2. THE PROPOSED ADOPTION OF THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**

### **2.1 The 2013 ESOS**

#### **2.1.1 Background**

The Company had an employee share option scheme, namely the 2013 ESOS, which was approved and adopted by Shareholders on 24 June 2013 and amended with Shareholders' approval at an extraordinary general meeting of the Company held on 3 March 2022. The 2013 ESOS allowed for the offer and grant of options and the issue of Shares pursuant to the exercise of options granted under the 2013 ESOS for a period of 10 years commencing on the date of its approval and adoption (being 24 June 2013). Accordingly, the 2013 ESOS expired on 24 June 2023.

In light of the above, through the Proposed ESOS, the Company proposes to adopt and implement the 2023 ESOS as a new employee share option scheme of the Company to replace the 2013 ESOS which expired on 24 June 2023, details of which are set out in Paragraph 2 of this Circular. The 2023 ESOS will, if approved and adopted by Shareholders at the EGM, take effect from the date of the EGM (the "ESOS Adoption Date").

For the avoidance of doubt, apart from the 2013 ESOS and 2013 PSP (details of which are set out in Paragraph 4 of this Circular), the Company did not have any other share-based incentive schemes or share plans.

#### **2.1.2 Options granted under the 2013 ESOS**

As at the Latest Practicable Date:

- (a) no Shares have been allotted and issued pursuant to the exercise of the options under the 2013 ESOS (representing 0% of the issued Shares (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date), and there are no remaining outstanding or unexercised options under the 2013 ESOS;
- (b) there were 10 Participants under the 2013 ESOS; and
- (c) the 3,187,500 options granted under the 2013 ESOS were granted pursuant to the rules of the 2013 ESOS and, the options were not subject to any material conditions other than in accordance with the rules of the 2013 ESOS.

No options have been granted to Directors who held office as at the Latest Practicable Date under the 2013 ESOS. As at 31 December 2022 and as at the Latest Practicable Date, there are no options outstanding as all options granted have expired.

## **2.2 Rationale for the Proposed ESOS**

The 2023 ESOS will provide an opportunity for ESOS Participants to participate in the equity of the Company so as to motivate them to greater dedication, loyalty and higher standards of performance, and to incentivise and give recognition to such individuals who have contributed to the success, growth, development and performance of the Company and/or the Group. It is also important for the Company to attract and retain employees and directors whose contributions are essential to the well-being and prosperity of the Group.

The 2023 ESOS will enable the Company to structure a competitive remuneration package, and at the same time, give ESOS Participants an opportunity to have a direct interest in the Company, which will, in turn, assist in attaining the following objectives:

- (a) to motivate each ESOS Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) to retain key employees of the Group whose contributions are essential to the long-term growth and profitability of the Group;

- (c) to instil loyalty to, and a stronger identification by the ESOS Participants with the long-term prosperity of, the Group;
- (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders; and
- (e) to align the interests of the ESOS Participants with the interests of the Shareholders.

## **2.3 Overview of the 2023 ESOS**

The complete 2023 ESOS Rules are set out in Appendix A (Rules of Rex International Employee Share Option Scheme 2023) to this Circular, and a summary of the principal rules of the 2023 ESOS is set out in this Paragraph 2.3.

### **2.3.1 Eligibility**

- (a) A person (including an Executive Group Director) shall, at the absolute discretion of the Share Options Committee, be eligible to participate in the 2023 ESOS if he satisfies the following requirements at the Date of Offer:
  - (i) he is confirmed in his employment with the Group;
  - (ii) he has attained the age of 21 years on or before the Date of Offer; and
  - (iii) he is not an undischarged bankrupt and has not entered into a composition with his creditor(s).
- (b) Non-Independent Non-Executive Group Directors who satisfy the eligibility requirements in Paragraphs 2.3.1(a)(ii) and 2.3.1(a)(iii) above shall be eligible to participate in the 2023 ESOS.
- (c) Controlling Shareholders and their associates who satisfy the eligibility requirements in Paragraph 2.3.1(a) or Paragraph 2.3.1(b) above, and who have contributed to the success and development of the Group, shall be eligible to participate in the 2023 ESOS, provided that:
  - (i) such persons' participation in the 2023 ESOS is specifically approved by Independent Shareholders in a separate resolution for each of such persons; and
  - (ii) the actual or maximum number of Shares to be granted to such persons and the terms of the Options are specifically approved by Independent Shareholders in a separate resolution for each of such persons.

Subject to the Companies Act and any requirement of the SGX-ST, the terms of eligibility for participation in the 2023 ESOS may be amended from time to time at the absolute discretion of the Share Options Committee.

For the purposes of determining eligibility to participate in the 2023 ESOS, the secondment of an Employee to another company within the Group shall not be regarded as a break in his employment or his employment having ceased by reason only of such secondment to be an employee of the Group.

There shall be no restriction on the eligibility of any ESOS Participant to participate in any other share-based incentive schemes or share plans implemented or to be implemented by the Company or any other company within the Group.

### **2.3.2 Limitations on the 2023 ESOS**

The total number of Shares over which the Share Options Committee may grant Options on any date, when added to the aggregate number of Shares issued and issuable, or transferred and to be transferred, in respect of the following:

- (a) all Options granted under the 2023 ESOS; and
- (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force),

shall not exceed 15% of the total number of all issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time) on the day preceding that date, and shall be subject to any limits as stipulated under the Mainboard Rules.

In addition, pursuant to Rules 845(2) and 845(3) of the Mainboard Rules respectively:

- (a) the aggregate number of Shares comprised under the Options available to the Controlling Shareholders and their associates shall not exceed 25% of the Shares available under the 2023 ESOS; and
- (b) the number of Shares comprised under the Options available to each Controlling Shareholder or his associate shall not exceed 10% of the Shares available under the 2023 ESOS.

Subject to this Paragraph 2.3.2, and Paragraphs 2.3.1 and 2.3.9 of this Circular, the aggregate number of Shares in respect of which Options may be offered to a Grantee for subscription in accordance with the 2023 ESOS shall be determined at the discretion of the Share Options Committee, who shall take into account, in respect of the Grantee, criteria such as the rank and responsibilities within the Group, performance, years of service or appointment, potential for future development of the Grantee and the performance of the Company.

Shares which are the subject of Options which have lapsed for any reason whatsoever may be the subject of further Options granted by the Share Options Committee under the 2023 ESOS.

The Company is of the view that the size of the 2023 ESOS is reasonable, taking into account the nature of the business in the industry, the contributions and performance of the ESOS Participants, and the share capital of the Company. The size of the 2023 ESOS is intended to support the long-term use of Options as part of the Group's overall compensation strategy and will provide the Company with greater flexibility to use Options as part of an ESOS Participant's remuneration package to acknowledge that ESOS Participant's contributions and achievements, as well as to provide an incentive for ongoing performance. It should however be noted that this does not indicate that the Share Options Committee will definitely grant Options under the 2023 ESOS up to the abovementioned prescribed limits. The Share Options Committee will exercise its discretion in deciding the number of Options to be granted to each ESOS Participant under the 2023 ESOS.

### **2.3.3 Duration of the 2023 ESOS**

The 2023 ESOS shall continue to be in force at the discretion of the Share Options Committee, subject to a maximum period of 10 years commencing on the ESOS Adoption Date, provided always that the 2023 ESOS may, subject to the applicable laws and regulations, continue beyond the above stipulated period with the Shareholders' approval by ordinary resolution at a general meeting and approval of any relevant authorities which may then be required.

The 2023 ESOS may be terminated, at any time and at its discretion, by the Share Options Committee or by ordinary resolution of Shareholders at a general meeting, subject to all relevant approvals which may be required and if the 2023 ESOS is so terminated, no further Options shall be offered by the Company hereunder.

Notwithstanding the expiry, termination or discontinuance of the 2023 ESOS, any Options granted to and duly accepted by ESOS Participants (as provided in Paragraph 2.3.4 of this Circular) prior to such expiry, termination or discontinuance will continue to remain valid whether such Options have been exercised (whether fully or partially), subject to any other applicable 2023 ESOS Rules capable of surviving termination.

#### **2.3.4 Grant of Options**

Subject to Paragraph 2.3.2 of this Circular, the Share Options Committee may grant Options at any time and at its absolute discretion during the period when the 2023 ESOS is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Options may only be granted on or after the second Market Day from the date on which such announcement is released.

The letter of offer to grant an Option shall be in, or substantially in, the form set out in Schedule A of the 2023 ESOS Rules, subject to such modification as the Share Options Committee may from time to time determine.

An Option shall be personal to the person to whom it is granted and shall not be transferred (other than to an ESOS Participant's personal representative(s) on the death of that ESOS Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Share Options Committee.

#### **2.3.5 Acceptance of Options**

The grant of an Option under Paragraph 2.3.4 of this Circular shall be accepted by the Grantee within 30 days from the Date of Offer of that Option and, in any event, not later than 5.00 p.m. on the 30<sup>th</sup> day from such Date of Offer by completing, signing and returning the Acceptance Form in, or substantially in, the form set out in Schedule B of the 2023 ESOS Rules, subject to such modification as the Share Options Committee may from time to time determine, accompanied by payment of S\$1 as consideration.

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

#### **2.3.6 Exercise Price**

Subject to any adjustment pursuant to Paragraph 2.3.9 of this Circular, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Share Options Committee, in its absolute discretion, on the Date of Offer, at:

- (a) in the case of a Market Price Option, a price equal to the Market Price; or
- (b) in the case of an Incentive Option, a price which is set at a discount to the Market Price, provided that:
  - (i) the maximum discount shall not exceed 20% of the Market Price (or such other percentage or amount as may be determined by the Share Options Committee and permitted by the SGX-ST); and
  - (ii) the Shareholders in a general meeting shall have authorised, in a separate ordinary resolution, the making of offers and grants of Options under the 2023 ESOS at a discount not exceeding the maximum discount as stated in Paragraph 2.3.6(b) (i) above. For the avoidance of doubt, such prior authorisation shall be required to be obtained only once and, once obtained, shall, unless revoked, authorise the making of offers and grants of Options under the 2023 ESOS at such discount for the duration of the 2023 ESOS.

### 2.3.7 Right to Exercise Options

- (a) Subject to the 2023 ESOS Rules, a Market Price Option or an Incentive Option, as the case may be, shall be exercisable, in whole or in part, at any time by an ESOS Participant as follows:
- (i) in the case of a Market Price Option, during the period commencing on the day immediately after the first (1<sup>st</sup>) anniversary of the Date of Offer and expiring on the fifth (5<sup>th</sup>) anniversary of such Date of Offer; or
  - (ii) in the case of an Incentive Option, during the period commencing on the day immediately after the second (2<sup>nd</sup>) anniversary of the Date of Offer and expiring on the fifth (5<sup>th</sup>) anniversary of such Date of Offer,
- (respectively, the “**Exercise Period**”).
- (b) In the event of an Option being exercised in part only, the balance of the Option not thereby exercised shall continue to be exercisable in accordance with the 2023 ESOS until such time as it shall lapse in accordance with 2023 ESOS. All Options that are unexercised at the end of the Option period shall immediately lapse and become null and void and the ESOS Participant shall have no claim whatsoever against the Company.
- (c) An Option shall, to the extent unexercised, immediately lapse without any claim whatsoever against the Company:
- (i) in the event of misconduct on the part of the ESOS Participant as determined by the Share Options Committee in its discretion;
  - (ii) where the ESOS Participant ceases at any time to be in the employment of any of the Group, for any reason whatsoever. For the purposes of this Paragraph 2.3.7(c)(ii), the ESOS Participant shall be deemed to have ceased to be so employed as of the last day of his employment. For the avoidance of doubt, no Option shall lapse pursuant to this Paragraph 2.3.7(c)(ii) in the event of any transfer of employment of an ESOS Participant between the Group;
  - (iii) the bankruptcy of the ESOS Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of an Option; or
  - (iv) the company by which he is employed ceasing to be a company within the Group, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group.

### 2.3.8 Exercise of Options

Subject to Paragraph 2.3.7(a) of this Circular, an Option may be exercised, in whole or in part, by an ESOS Participant giving notice in writing to the Company in, or substantially in, the form set out in Schedule C of the 2023 ESOS Rules, subject to such modification as the Share Options Committee may from time to time determine. Such notice must be accompanied by payment in cash for the Aggregated Subscription Cost in respect of the Shares for which that Option is exercised and any other documentation the Share Options Committee may require. An Option shall be deemed to be exercised upon receipt by the Company of the said notice, duly completed, and the Aggregated Subscription Cost. All payments made shall be made by cheque, cashiers' order, banker's draft or postal order made out in favour of the Company or such other mode of payment as may be acceptable to the Company.

Subject to all such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to the compliance with the terms of the 2023 ESOS and the Constitution, the Company shall, within 10 Market Days after the exercise of an Option, allot the relevant Shares and despatch the relevant



share certificates by ordinary post or such other mode to CDP as the Share Options Committee may deem fit. The Company shall, as soon as practicable after such allotment, apply to the SGX-ST for permission to deal in and for quotation of such Shares, if necessary.

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

Shares allotted and issued on exercise of an Option shall:

- (a) be subject to all provisions of the Constitution; and
- (b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant date upon which such exercise occurred, and shall, in all other respects, rank *pari passu* with other existing Shares then in issue.

The Company shall keep sufficient unissued Shares available to satisfy the full exercise of all Options for the time being remaining capable of being exercised.

Subject to the Companies Act and the Mainboard Rules, the Company shall have the flexibility to deliver Shares to ESOS Participants upon the exercise of their respective Options by way of:

- (a) an issue and allotment of new Shares; and/or
- (b) subject to applicable laws, the transfer of existing Shares, including any Shares acquired by the Company pursuant to a share purchase mandate and/or held by the Company as treasury shares.

In determining whether to allot and issue new Shares or to purchase existing Shares for delivery to the ESOS Participants upon the exercise of their respective Options, the Share Options Committee will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing Market Price of the Shares and the financial effect on the Company of either issuing new Shares or purchasing existing Shares.

### **2.3.9 Adjustment Events**

- (a) If a variation in the issued ordinary share capital of the Company (whether by way of a bonus issue or rights issue, capital reduction, subdivision or consolidation of shares or distribution or otherwise) shall take place, then:
  - (i) the Exercise Price of the Shares, class and/or number of Shares comprised in an Option to the extent unexercised; and/or
  - (ii) the class and/or number of Shares over which Options may be granted under the 2023 ESOS,

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

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

- (c) Notwithstanding Paragraph 2.3.9(a) of this Circular:
  - (i) no such adjustment shall be made if as a result, the ESOS Participant receives a benefit that a Shareholder does not receive; and
  - (ii) any adjustment (other than on 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.
- (d) Upon any adjustment required to be made pursuant to this Paragraph 2.3.9, the Company shall notify the ESOS Participant (or his duly appointed personal representative(s), where applicable) in writing and deliver to him (or his duly appointed personal representative(s), where applicable) a statement setting forth the Exercise Price thereafter in effect and class and/or number of Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

### **2.3.10 Modifications to the 2023 ESOS**

Any or all the provisions of the 2023 ESOS may be modified and/or altered at any time and from time to time by resolution of the Share Options Committee, except that:

- (a) no modification or alteration shall be made which would adversely affect the rights attaching to any Option granted prior to such modification or alteration, except with the consent in writing of such number of the ESOS Participants who, if they exercised their respective Options in full, would thereby become entitled to not less than 75% of the total number of all Shares which would fall to be allotted upon exercise in full of all outstanding Options (if any);
- (b) no modification or alteration shall be made which would be to the advantage of the ESOS Participants under the 2023 ESOS without the prior approval of the Shareholders in a general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary.

Notwithstanding anything to the contrary contained in this Paragraph 2.3.10, the Share Options Committee may, at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the 2023 ESOS, in any way and to the extent necessary, to cause the 2023 ESOS to comply with any statutory provision, or the provision or the regulation of any regulatory or relevant authority or body (including the SGX-ST).

Written notice of any modification or alteration made in accordance with this Paragraph 2.3.10 shall be given to all ESOS Participants but accidental omission to give notice to any ESOS Participant shall not invalidate any such modifications or alterations.

### **2.3.11 Administration of the 2023 ESOS**

The 2023 ESOS shall be administered by the Share Options Committee in its absolute discretion with such powers and duties as are conferred on it by the Board, provided that no member of the Share Options Committee shall participate in any deliberation or decision in respect of Options to be granted to him or held by him.

Subject to the Companies Act, the Mainboard Rules, the Constitution, and all applicable laws and regulations, the Share Options Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the 2023 ESOS) for the implementation and administration of the 2023 ESOS as they think fit. Any matter pertaining or pursuant to the 2023 ESOS and any dispute and uncertainty as to the interpretation of the 2023 ESOS and any right, rule, regulation or procedure under the 2023 ESOS shall be determined by the Share Options Committee.



Neither the 2023 ESOS nor the grant of Options under the 2023 ESOS shall impose on the Company or the Share Options Committee any liability whatsoever in connection with:

- (a) the lapsing or early expiry of any Option pursuant to any provision of the 2023 ESOS;
- (b) the failure or refusal by the Share Options Committee to exercise, or the exercise by the Share Options Committee of, any discretion under the 2023 ESOS; and/or
- (c) any decision or determination of the Share Options Committee made pursuant to any provision of the 2023 ESOS.

In respect of Paragraph 2.3.11(b) above, and for the avoidance of doubt, the following circumstances may lead to the failure or refusal by the Share Options Committee to exercise any of its discretions under the 2023 ESOS:

- (a) in particular to an otherwise eligible person, Grantee or ESOS Participant under the 2023 ESOS – his inferior rank and/or meagre responsibilities within the Group and/or the Company, unsatisfactory performance or contribution, misconduct, few years of service or appointment and/or limited potential for future development;
- (b) in relation to the 2023 ESOS – any investigation relevant to the 2023 ESOS (whether on its implementation, breach or otherwise) which is pending or ongoing; or
- (c) in respect of the Company or the Group – its performance, financial condition and forecasts, legal obligations and/or business and employment outlook.

In view of the above, the Company shall act (and shall ensure that the Share Options Committee act) fairly and reasonably in the conduct of its duties, discharge of its powers and exercise (or failure to) of its discretions under the 2023 ESOS.

Any decision or determination of the Share Options Committee made pursuant to any provision of the 2023 ESOS (other than a matter to be certified by the Auditors) shall be final, binding and conclusive.

The Board of Directors shall be the members of the Share Options Committee.

### **2.3.12 Take-Over and Winding-Up of the Company**

- (a) Notwithstanding Paragraph 2.3.7 but subject to Paragraph 2.3.12(e), in the event of a take-over being made for the Shares, an ESOS Participant shall be entitled to exercise any Option held by him and as yet unexercised, in respect of such number of Shares comprised in that Option as may be determined by the Share Options Committee in its absolute discretion, in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:
  - (i) the expiry of six (6) months thereafter, unless prior to the expiry of such six-month period, at the recommendation of the officer and with the approvals of the Share Options Committee and the SGX-ST, such expiry date is extended to a later date (in either case, being a date falling not later than the expiry of the Exercise Period relating thereto); or
  - (ii) the date of expiry of the Exercise Period relating thereto,

whereupon the Option then remaining unexercised shall lapse.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Companies Act and, being entitled to do so, gives notice to the ESOS Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by an ESOS Participant until the expiry of such specified date or the expiry of the Exercise Period relating thereto,

whichever is earlier. Any Option not so exercised shall lapse, provided that the rights of acquisition or obligations to acquire shall have been exercised or performed, as the case may be. If such rights or obligations have not been exercised or performed, the Option shall, notwithstanding Paragraph 2.3.7, remain exercisable until the expiry of the Exercise Period relating thereto.

- (b) If under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, each ESOS Participant shall be entitled, notwithstanding Paragraph 2.3.7 but subject to Paragraph 2.3.12(e), to exercise any Option then held by him, in respect of such number of Shares comprised in that Option as may be determined by the Share Options Committee in its absolute discretion, during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Exercise Period relating thereto), whereupon the Option shall lapse and become null and void.
- (c) If an order is made for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- (d) In the event a notice is given by the Company to its Shareholders to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall, on the same date as or soon after it dispatches such notice to each Shareholder, give notice thereof to all ESOS Participants (together with a notice of the existence of the provision of this Paragraph 2.3.12(d)) and thereupon, each ESOS Participant (or his personal representative(s)) shall be entitled to exercise all or any of his Options at any time not later than two (2) working days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the Aggregated Subscription Cost whereupon the Company shall as soon as possible and in any event, no later than the working day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to that ESOS Participant credited as fully paid.
- (e) If, in connection with the making of a general offer referred to in Paragraph 2.3.12(a), the scheme referred to in Paragraph 2.3.12(b) or the winding-up referred to in Paragraph 2.3.12(d), arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of the ESOS Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, an ESOS Participant holding an Option, as yet not exercised, may not, at the discretion of the Share Options Committee, be permitted to exercise that Option as provided for in this Paragraph 2.3.12.
- (f) To the extent that an Option is not exercised within the periods referred to in this Paragraph 2.3.12, it shall lapse and become null and void.

### **2.3.13 Disclosures in Annual Report**

The following disclosures (as applicable) will be made by the Company in its annual report for so long as the 2023 ESOS continues in operation:

- (a) the names of the members of the Share Options Committee;
- (b) the information in respect of Options granted to the following ESOS Participants in the table set out below:
  - (i) Group Directors (except Independent Non-Executive Group Directors who are not eligible to participate in the 2023 ESOS);

- (ii) if applicable, ESOS Participants who are Controlling Shareholders and their associates; and
- (iii) ESOS Participants, other than the persons in Paragraphs 2.3.13(b)(i) and 2.3.13(b)(ii) above, who receive five percent (5%) or more of the total number of Shares available under the 2023 ESOS.

Name of Participant	Number of Options granted during financial year under review (including terms)	Aggregate Options granted since commencement of 2023 ESOS to end of financial year under review	Aggregate Options exercised since commencement of 2023 ESOS to end of financial year under review	Aggregate Options outstanding as at end of financial year under review

- (c) the number of Incentive Options during the financial year under review in the following bands:

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

- (d) such other information as may be required by the Companies Act or the Mainboard Rules.

If any of the disclosures in this Paragraph 2.3.13 is not applicable, an appropriate negative statement will be included in the Company's annual report.

## 2.4 Accidental Omissions

As part of the process in any modification or alteration of the 2023 ESOS (in accordance with Paragraph 2.3.10 above), and the preparation and review of any related announcement of the Group, the Company has established mechanisms and measures in place to minimise the risk of any accidental omission to provide notice of such modification or alteration (as the case may be).

Firstly, the Company shall keep, monitor and update a register of all Options granted and exercised under the 2023 ESOS. In this regard, the Company (through the Share Options Committee) is equipped and would review the effects of any modification or alteration of the 2023 ESOS before and after any implementation. In addition, the Company would consider using third-party consultancy firms to review, supplement and advise before making and implementing any modification or alteration to the 2023 ESOS. Ultimately, all modifications and alterations in respect of the 2023 ESOS would be subject to approval by the Share Options Committee and as the Share Options Committee administers the 2023 ESOS, the Share Options Committee would also ensure that the requisite notice is provided to ESOS participants of any modification or alteration of the 2023 ESOS.

## 2.5 Summary of the Major Differences between the 2023 ESOS and the 2013 ESOS

- (a) Independent Non-Executive Group Directors were eligible to participate in the 2013 ESOS but not in the 2023 ESOS;
- (b) Controlling Shareholders and associates of Controlling Shareholders who satisfy the eligibility requirements in Paragraph 2.3.1 above are eligible to participate in the 2023 ESOS but not in the 2013 ESOS;

- (c) The objectives of the 2023 ESOS have been expanded from the objectives of the 2013 ESOS to include ESOS Participants who have contributed to the success, growth, development and performance of the Company and/or the Group;
- (d) In contrast to participation in the 2013 ESOS, participation in the 2023 ESOS shall not restrict the eligibility of any ESOS Participant to participate in any other share-based incentive schemes or share plans implemented or to be implemented by the Company or any other company within the Group;
- (e) In contrast to the 2013 ESOS, in the event of an Option under the 2023 ESOS being exercised in part only, the balance of such Option not thereby exercised shall continue to be exercisable in accordance with the 2023 ESOS until such time as it shall lapse in accordance with 2023 ESOS; and
- (f) In contrast to the 2013 ESOS, the 2023 ESOS has removed the exception where an ESOS Participant may continue to exercise an Option despite him ceasing to be in the employment of the Group.

## 2.6 Financial Effects of the 2023 ESOS

### (a) *Share Capital*

The 2023 ESOS will result in an increase in the number of issued Shares of the Company (excluding subsidiary holdings and treasury shares holdings that may be held by the Company from time to time) to the extent that new Shares are allotted and issued upon the exercise of the Options. This number of New Shares issued will, in turn, depend on, *inter alia*, the number of new Shares comprised in the Options granted, the number of Options that are exercised and the Exercise Price.

If, in lieu of issuing new Shares, existing Shares are purchased for delivery or treasury shares are delivered to the ESOS Participants upon the exercise of their respective Options, or if the relevant Options are not exercised, there will be no impact on the number of issued Shares of the Company (excluding subsidiary holdings and treasury shares holdings that may be held by the Company from time to time).

### (b) *EPS*

The 2023 ESOS will have a dilutive impact on the Company's consolidated EPS following the increase in the number of issued Shares of the Company, to the extent that new Shares are allotted and issued pursuant to the exercise of the Options.

Outstanding Options that have not been exercised are dilutive to the calculation of diluted EPS when the Exercise Price is less than the Market Price during the relevant period.

### (c) *NTA*

The issue of new Shares upon the exercise of the Options will increase the Company's consolidated NTA by the Aggregated Subscription Cost of the new Shares issued. On a per Share basis, the effect on the NTA of the Company is accretive if the Exercise Price is above the Company's consolidated NTA per Share, but dilutive otherwise.

### (d) *Costs of Options*

The 2023 ESOS is considered a share-based payment that falls under the scope of SFRS(I) 2 or such other accounting standards that are currently in force. All Options granted under the 2023 ESOS would have a fair value. In the event that such Options are granted with Exercise Prices below the fair value of the Options, there will be a cost to the Company. The costs may be more significant in the case of Options granted with Exercise Prices

set at a discount to the Market Price of the Shares. In addition to the impact on the Company's consolidated EPS and NTA as described above, the cost to the Company of granting Options under the 2023 ESOS would be as follows:

- (i) the exercise of an Option at the Exercise Price would translate into a reduction of the proceeds from the exercise of such Option, as compared to the proceeds that the Company would have received from such exercise had the exercise been made at the prevailing market price of the Shares. Such reduction of the exercise proceeds would represent the monetary cost to the Company; and
- (ii) the grant of Options under the 2023 ESOS will have an impact on the Company's reported profit under SFRS(I) 2 as share-based payment requires the recognition of an expense in respect of Options granted under the 2023 ESOS. The expense will be based on the fair value of the Options at the Date of Offer (as determined by an option-pricing model) and will be recognised over the vesting period. At each reporting date, the Company is to revise its estimates of the number of Shares under Options that are expected to become exercisable on the vesting date and recognise the impact of the revision of estimates in the profit and loss statement of the Company, with a corresponding adjustment to the share option reserve over the remaining vesting period. After the vesting date, no adjustment to the charge to the consolidated income statement is made.

It should be noted that the financial effect discussed in Paragraph 2.6(d)(i) above would materialise only upon the exercise of the relevant Options and the cost of granting Options discussed in Paragraph 2.6(d)(ii) above would be recognised in the financial statements even if the Options are not exercised.

### **3. THE PROPOSED OFFER AND GRANT OF OPTIONS AT A DISCOUNT UNDER THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**

In accordance with Rule 845(5) of the Mainboard Rules and the 2023 ESOS Rules, the offer to grant Options under the 2023 ESOS at a discount not exceeding the maximum discount of 20% of the Market Price is subject to the approval of Shareholders at a general meeting in a separate resolution. Accordingly, the offer of Incentive Options at a discount to the Market Price of the Shares is subject to this requirement. For the avoidance of doubt, such prior approval shall be required to be obtained only once, and once obtained, shall, unless revoked, authorise the making of offers and grants of Options under the 2023 ESOS at such discount for the duration of the 2023 ESOS.

Under the 2023 ESOS, the Exercise Price of Options granted shall be determined by the Share Options Committee at its absolute discretion. The Share Options Committee has the discretion to grant Options with an Exercise Price set at a discount to the Market Price on a case-by-case basis. In determining whether to give a discount and the quantum of such discount, the Share Options Committee shall be at liberty to take into consideration such criteria as it may in its absolute discretion deem appropriate, including but not limited to (a) the performance of the Company and/or its Subsidiaries, as the case may be; (b) the years of service and individual performance of the eligible ESOS Participant; (c) the contribution of the eligible ESOS Participant to the success and development of the Company and/or the Group; and (d) the prevailing market conditions. In the event that Options are granted at a discount, the actual discount given will depend on the relevant circumstances and the extent of the discount may vary from one case to another, save that the discount shall not exceed 20% of the Market Price.

The ability to offer Options at a discount to the Market Price of the Shares will allow the Company flexibility in structuring the Options. Being able to offer Options at a discount is important *in situations* where it is more meaningful for the Company to recognise an ESOS Participant's achievement through offering Options at a discount to the Market Price rather than paying a cash bonus, as these Options operate as a form of cashless reward from the Company,

with a greater potential for capital appreciation than Options granted at the Market Price; or in situations where more compelling motivation is required in order to attract new talents into the Group and/or retain talented individuals.

As share options become more significant components of executive remuneration packages, the discretion to grant Options at a discount to the Market Price of the Shares will provide the Company with a means to maintain the competitiveness of its compensation strategy. Therefore, the Company may utilise Options as an additional method for compensating Employees and Group Directors other than through salary, salary increments and cash bonuses. This will also enable the Company to introduce an effective manner of motivating ESOS Participants to maximise their performance, and encourage employees to take greater responsibility for the performance of the Group, which will in turn create better value for Shareholders.

The ability to offer Options at a discount to the Market Price of the Shares also allows the Company to grant Options on a more realistic and economically feasible basis to the ESOS Participants, especially in circumstances where the prevailing market price of the Shares is unusually high due to buoyant market activity or inflated share price, and where due to speculative forces in the stock market resulting in an overrun of the market, the Market Price of the Shares is not a true reflection of the financial performance of the Company, thus ensuring that the Company maintains the competitiveness of its compensation strategy.

Further, as the Options granted at a discount under the 2023 ESOS are subject to a longer minimum exercise period (being two (2) years) than the Options granted at the Market Price (being one (1) year), holders of such Options are encouraged to have a long-term view of the Company, thereby promoting staff and employee retention and reinforcing their commitment to the Company.

The Company believes that the proposed maximum discount of 20% of the Market Price for Options would be sufficient to allow for flexibility in the 2023 ESOS while minimising the potential dilutive effect to the Shareholders arising from the 2023 ESOS.

#### **4. THE PROPOSED ADOPTION OF THE REX INTERNATIONAL PERFORMANCE SHARE PLAN**

##### **4.1 The 2013 PSP**

###### **4.1.1 Background**

The Company had a performance share plan, namely the 2013 PSP, which was approved and adopted by Shareholders on 24 June 2013 and amended with Shareholder's approval at extraordinary general meetings of the Company held on 30 April 2014, 28 April 2017 and 3 March 2022. The 2013 PSP allowed for the grant of awards and the issue of Shares pursuant to the awards granted under the 2013 PSP for a period of 10 years commencing on the date of its approval and adoption (being 24 June 2013). Accordingly, the 2013 PSP expired on 24 June 2023.

In light of the above, through the Proposed PSP, the Company proposes to adopt and implement the 2023 PSP as a new performance share plan of the Company to replace the 2013 PSP which expired on 24 June 2023, details of which are set out in Paragraph 4 of this Circular. The 2023 PSP will, if approved and adopted by Shareholders at the EGM, take effect from the date of the EGM (the "**PSP Adoption Date**").

For the avoidance of doubt, apart from the 2013 PSP and 2013 ESOS (details of which are set out in Paragraph 2 of this Circular), the Company did not have any other share-based incentive schemes or share plans.



#### 4.1.2 Awards granted under the 2013 PSP

Details of the outstanding awards granted under the 2013 PSP as at 31 December 2022 are as follows:

Date of grant of award	Number of Awards					No. of holders
	At 1 January 2022	Granted in FY2022	Lapsed / Cancelled in FY2022	Vested in FY2022	At 31 December 2022	
9 March 2021	11,724,100 <sup>(1)</sup>		(11,724,100) <sup>(2)</sup>	-	-	-
8 April 2022	-	11,724,100 <sup>(3)</sup>	(1,200,000) <sup>(4)</sup>	-	10,524,100	3
20 October 2022	-	3,600,000 <sup>(3)</sup>	-	-	3,600,000	3
	<b>11,724,100</b>	<b>15,324,100</b>	<b>(12,924,100)</b>	-	<b>14,124,100</b>	<b>6</b>

**Notes:**

- (1) On 9 March 2021, the Company granted 11,724,100 awards to certain directors of the Company. The number of awards to be vested will range from 0% to 100%, subject to fulfilment of certain predetermined performance benchmarks and the satisfactory completion of time-based service condition.

If the Average Performance Market Price is S\$0.30 and above, 50% of the awards shall be released after the vesting period. If the Average Performance Market Price is S\$0.45 and above, an additional 50% of the awards shall be released. If the Average Performance Market Price is less than S\$0.30, none of the awards shall be released unless otherwise determined by the committee administering the 2013 PSP.

- (2) On 8 April 2022, 5,862,050 awards previously granted had been cancelled (forthwith lapsed and to be of no value).

On 29 April 2022, 5,862,050 awards previously granted had been cancelled (forthwith lapsed and to be of no value), subsequent to the approval of payment of additional remuneration to certain Directors at the conclusion of the annual general meeting held on 29 April 2022.

- (3) On 8 April 2022 and 20 October 2022, the Company granted 11,724,100 and 3,600,000 awards respectively to certain directors of the Company. The number of awards to be vested will range from 0% to 100%, subject to fulfilment of certain predetermined performance benchmarks and the satisfactory completion of time-based service condition. If the Average Performance Market Price is S\$0.45 and above, 50% of the number of shares in the awards shall be released.

If the Average Performance Market Price is S\$0.60 and above, an additional 50 per cent of the number of shares in the awards shall be released. If the Average Performance Market Price is less than S\$0.45 and S\$0.60 in 2022 and 2023 respectively, a Key Performance Indicator-based incentive scheme (“**KPI-based Incentive Scheme**”) shall apply and the number of shares to be released under the awards will range from 0% to 100%, subject to the fulfilment of the predetermined performance targets in the KPI-based Incentive Scheme. The committee administering the 2013 PSP may also modify the release of the awards in tranches at its own discretion, in accordance with the rules of the 2013 PSP.

- (4) On 29 April 2022, 1,200,000 awards previously granted to a director had been cancelled (forthwith lapsed and to be of no value), subsequent to his retirement as Independent Non-Executive Director.

On 13 March 2023, all 14,124,100 outstanding awards as at 31 December 2022 were cancelled (forthwith lapsed and to be of no value). Accordingly, as at the Latest Practicable Date, there are no outstanding awards.

Details of the awards granted to participants who are directors and Controlling Shareholders or associates of the Controlling Shareholders and participants who received more than 5% of the total grants since the commencement of 2013 PSP are as follows:

Name of Participant	Date of grant	Awards granted	Awards granted in FY2022 only	Net aggregate awards granted since commencement of 2013 PSP to 31 December 2022 <sup>(i)</sup>	Awards released in FY2022 only	Aggregate awards released since commencement of 2013 PSP to 31 December 2022 <sup>(ii)</sup>	Aggregate awards outstanding which have not been released as at 31 December 2022
<b>Directors</b>							
Dan Broström	28 April 2017	16,248,200	8,124,100	14,217,175	-	(6,093,075)	8,124,100
	29 April 2019	16,248,200					
	9 March 2021	8,124,100					
	8 April 2022	8,124,100					
Dr Karl Lidgren	28 April 2017	16,358,400	-	-	-	-	-
	29 April 2019	16,358,400					
Muhammad Sameer Yousuf Khan	28 April 2017	2,600,000	1,200,000	780,000	-	(780,000)	-
	29 April 2019	2,080,000					
	9 March 2021	1,200,000					
	8 April 2022	1,200,000					
Sin Boon Ann	28 April 2017	3,000,000	1,200,000	2,100,000	-	(900,000)	1,200,000
	29 April 2019	2,400,000					
	9 March 2021	1,200,000					
	8 April 2022	1,200,000					
Dr Christopher Atkinson	28 April 2017	1,400,000	1,200,000	1,620,000	-	(420,000)	1,200,000
	29 April 2019	1,120,000					
	9 March 2021	1,200,000					
	8 April 2022	1,200,000					
Dr Mathias Lidgren	20 October 2022	1,200,000	1,200,000	1,200,000	-	-	1,200,000
Mae Heng	20 October 2022	1,200,000	1,200,000	1,200,000	-	-	1,200,000
John d'Abo	20 October 2022	1,200,000	1,200,000	1,200,000	-	-	1,200,000
<b>Controlling Shareholders or associates of the Controlling Shareholders</b>							
Måns Lidgren <sup>(iii)</sup>	30 April 2015	1,161,600	-	14,241,464	-	(14,241,464)	-
	29 April 2016	7,909,600					
	28 April 2017	5,170,264					
	28 April 2017	30,943,600					
	29 April 2019	30,943,600					
Lina Berntsen <sup>(iv)</sup>	29 April 2016	1,748,700	-	-	-	-	-
	28 April 2017	3,375,400					
Martin Lidgren <sup>(v)</sup>	29 April 2016	874,400	-	-	-	-	-
	28 April 2017	3,375,400					
Magnus Lidgren <sup>(vi)</sup>	29 April 2016	874,400	-	-	-	-	-
	28 April 2017	3,375,400					
Hans Lidgren <sup>(vii)</sup>	28 April 2017	10,164,800	-	-	-	-	-
	22 May 2020	5,082,400					



Name of Participant	Date of grant	Awards granted	Awards granted in FY2022 only	Net aggregate awards granted since commencement of 2013 PSP to 31 December 2022 <sup>(i)</sup>	Awards released in FY2022 only	Aggregate awards released since commencement of 2013 PSP to 31 December 2022 <sup>(ii)</sup>	Aggregate awards outstanding which have not been released as at 31 December 2022
<b>Participants who received 5% or more of the total grants available</b>							
Per Lind	23 February 2015	638,600	-	11,017,691	-	(11,017,691)	-
	3 March 2016	4,565,700					
	28 April 2017	17,086,200					
	29 April 2019	17,086,200					
Kristofer Skantze	23 February 2015	464,700	-	7,439,504	-	(7,439,504)	-
	3 March 2016	3,739,800					
	28 April 2017	13,995,600					
	29 April 2019	9,924,000					
Mok Lai Siong	23 February 2015	435,100	-	6,070,952	-	(6,070,952)	-
	3 March 2016	2,920,900					
	28 April 2017	11,639,000					
	29 April 2019	8,253,120					
Svein Kjellesvik	28 April 2017	15,552,000	-	-	-	-	-
	29 April 2019	12,441,600					

**Notes:**

- (i) Aggregate awards granted less aggregate awards granted that have since been lapsed/cancelled.
- (ii) Including new shares issued and allotted, and existing shares purchased.
- (iii) Mr Måns Lidgren (the Chief Executive Officer of the Company) is an associate of Dr Karl Lidgren.
- (iv) Ms Lina Bernsten is an associate of Mr Hans Lidgren.
- (v) Mr Martin Lidgren is an associate of Dr Karl Lidgren.
- (vi) Mr Magnus Lidgren is an associate of Dr Karl Lidgren and Mr Hans Lidgren.
- (vii) Mr Hans Lidgren is a Controlling Shareholder.

Save as disclosed in the table above, no other director, Controlling Shareholder or associates of Controlling Shareholders received any shares under the 2013 PSP since its commencement.

No awards have been granted to any Controlling Shareholders or associates of the Controlling Shareholders or any directors and employees of the Company's parent company and its subsidiaries in FY2022. As at the Latest Practicable Date, there are no outstanding awards.

#### 4.2 Rationale for the Proposed PSP

The 2023 PSP is a performance incentive scheme which will form an integral part of the Group's incentive compensation programme and enable grants of fully paid Shares to be made to PSP Participants as part of their remuneration in respect of their office, in lieu of cash.

The 2023 PSP will assist in attaining the following objectives:

- (a) to provide an opportunity for PSP Participants to participate in the equity of the Company, thereby inculcating a stronger sense of identification with the long-term prosperity of the Group and promoting organisational commitment, dedication and loyalty of PSP Participants towards the Group;
- (b) to motivate PSP Participants to strive towards performance excellence and to maintain a high level of contribution to the Group;

- (c) to give recognition to contributions made or to be made by PSP Participants by introducing a variable component into their respective remuneration packages; and
- (d) make employee remuneration sufficiently competitive to recruit new PSP Participants and/or to retain existing PSP Participants whose contributions are important to the long-term growth and profitability of the Group.

#### **4.3 Rationale for having both the Proposed PSP and Proposed ESOS**

Both the 2023 PSP and the 2023 ESOS will form an integral and important component of the Company's incentive compensation plan. The 2023 PSP and the 2023 ESOS are designed to act as complementary schemes, with similar objectives, in the Group's efforts to reward, retain and motivate PSP and ESOS Participants to achieve better performance. The purpose of adopting and implementing more than one share-incentive plan is to enhance the overall effectiveness in the Group's continuing efforts to reward, retain and motivate employees and directors whose services are vital to the growth and performance of the Group and achieve increased performance by providing the Group with a more comprehensive set of remuneration tools. In addition, implementing more than one share-incentive plan allows the Company greater flexibility in tailoring the reward and incentive packages suitable to an ESOS Participant under the 2023 ESOS or a PSP Participant under the 2023 PSP.

The assessment criteria for granting Options under the 2023 ESOS are more general (for example, the length of service and performance of the Group). As such, the 2023 ESOS is intended to function as a generic share-based incentive scheme targeted at employees of the Group who meet the eligibility criteria. The assessment criteria for the granting of Awards under the 2023 PSP, on the other hand, contemplate to award fully paid-up Shares after certain performance conditions have been met. It is thus targeting at key executives and high performing employees of the Group who have contributed significantly to the Group.

#### **4.4 Overview of the 2023 PSP**

The complete 2023 PSP Rules are set out in Appendix B (Rules of Rex International Performance Share Plan 2023) to this Circular, and a summary of the principal rules of the 2023 PSP is set out in this Paragraph 4.4.

##### **4.4.1 Eligibility**

- (a) A person (including an Executive Group Director) shall, at the absolute discretion of the Share Plan Committee, be eligible to participate in the 2023 PSP if he satisfies the following requirements at the Date of Grant:
  - (i) he is confirmed in his employment with the Group;
  - (ii) he has attained the age of 21 years on or before the Date of Grant; and
  - (iii) he is not an undischarged bankrupt and has not entered into a composition with his creditor(s).
- (b) Non-independent Non-Executive Group Directors who satisfy the eligibility requirements in Paragraphs 4.4.1(a)(ii) and 4.4.1(a)(iii) above shall be eligible to participate in the 2023 PSP.
- (c) Controlling Shareholders and their associates who satisfy the eligibility requirements in Paragraph 4.4.1(a) or Paragraph 4.4.1(b) above, and who have contributed to the success and development of the Group, shall be eligible to participate in the 2023 PSP, provided that:
  - (i) such persons' participation in the 2023 PSP is specifically approved by Independent Shareholders in a separate resolution for each of such persons; and

- (ii) the actual or maximum number of Shares to be granted to such persons and the terms of the Awards are specifically approved by Independent Shareholders in a separate resolution for each of such persons.
- (d) In determining the eligibility of PSP Participants to participate in the 2023 PSP and the number of Shares which are the subject of each Award to be granted to a PSP Participant in accordance with the 2023 PSP and the Vesting Period, the Share Plan Committee shall, subject to this Paragraph 4.4.1, and Paragraphs 4.4.2 and 4.4.7 of this Circular, take into account the following:
- (i) the financial performance of the Group;
  - (ii) a PSP Participant's overall remuneration package (including Shares awarded, or to be awarded, to that PSP Participant under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force));
  - (iii) in respect of a PSP Participant being an Employee, criteria such as his rank, job performance, potential for future development and his contribution to the success and development of the Group;
  - (iv) in respect of a PSP Participant being a Non-Independent Non-Executive Group Director, criteria such as his contribution to the success and development of the Group; and
  - (v) in respect of Performance-related Awards, the extent of effort required to achieve the Performance Condition within the Performance Period shall also be considered.

#### **4.4.2 Limitations on the 2023 PSP**

The total number of Shares over which the Share Plan Committee may grant Awards on any date, and the total number of existing Shares which may be purchased from the market for delivery pursuant to Release of Awards granted under the 2023 PSP, when added to the aggregate number of Shares issued and issuable, or transferred and to be transferred, in respect of the following:

- (a) all Awards granted under the 2023 PSP; and
- (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force),

shall not exceed 15% of the total number of all issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time) on the day preceding that date, and shall be subject to any limits as stipulated under the Mainboard Rules.

In addition, pursuant to Rules 845(2) and 845(3) of the Mainboard Rules respectively:

- (a) the aggregate number of Shares comprised under the Awards available to the Controlling Shareholders and their associates shall not exceed 25% of the Shares available under the 2023 PSP; and
- (b) the number of Shares comprised under the Awards available to each Controlling Shareholder or his associate shall not exceed 10% of the Shares available under the 2023 PSP.

The Company is of the view that the size of the 2023 PSP is reasonable, taking into account the nature of the business in the industry, the contributions and performance of the PSP Participants, and the share capital of the Company. The size of the 2023 PSP is intended to accommodate the potential pool of PSP Participants arising over a 10-year period and will provide the Company with sufficient flexibility to decide the number of Shares to be awarded under the 2023 PSP. It should however be noted that this does not indicate that the Share

Plan Committee will definitely grant Awards under the 2023 PSP up to the abovementioned prescribed limits. The Share Plan Committee will exercise its discretion in deciding the number of Awards to be granted to each PSP Participant under the 2023 PSP.

#### **4.4.3 Duration of the 2023 PSP**

The 2023 PSP shall continue to be in force at the discretion of the Share Plan Committee, subject to a maximum period of 10 years commencing on the PSP Adoption Date, provided always that the 2023 PSP may, subject to the applicable laws and regulations, continue beyond the above stipulated period with the Shareholders' approval by ordinary resolution at a general meeting and approval of any relevant authorities which may then be required.

The 2023 PSP may be terminated, at any time and at its discretion, by the Share Plan Committee or by ordinary resolution of Shareholders at a general meeting, subject to all relevant approvals which may be required and if the 2023 PSP is so terminated, no further Awards shall be granted by the Company hereunder.

Notwithstanding the expiry, termination or discontinuance of the 2023 PSP, any Awards granted to PSP Participants (as provided in Paragraph 4.4.4 of this Circular) prior to such expiry, termination or discontinuance will continue to remain valid whether such Awards have been Released (whether fully or partially), subject to any other applicable 2023 PSP Rules capable of surviving termination.

#### **4.4.4 Grant of Awards**

Subject to Paragraph 4.4.2 of this Circular, the Share Plan Committee may grant Awards at any time and at its absolute discretion during the period when the 2023 PSP is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Awards may only be granted on or after the second Market Day from the date on which such announcement is released.

The Share Plan Committee shall decide, in its absolute discretion, in relation to each Award:

- (i) the PSP Participant;
- (ii) the Date of Grant;
- (iii) the number of Shares which are the subject of the Award;
- (iv) the prescribed Vesting Period(s) (including the commencement date(s) of such prescribed Vesting Period(s)), if any;
- (v) the extent to which Shares which are the subject of that Award shall be Released at the end of each prescribed Vesting Period, if any;
- (vi) in the case of a Performance-related Award, the Performance Period and the Performance Condition; and
- (vii) any other condition which the Share Plan Committee may determine in relation to that Award.

The Share Plan Committee may amend or waive the Vesting Period(s), if any, and, in the case of a Performance-related Award, the Performance Period and/or the Performance Condition in respect of any Award, as follows:

- (a) in the event of a general offer (whether conditional or unconditional) being made for all or any part of the Shares, or a scheme of arrangement or compromise between the Company and its Shareholders being sanctioned by the court of Singapore under the Companies Act, or a proposal to liquidate or sell all or substantially all of the assets of the Company; or

- (b) in the case of a Performance-related Award, if anything happens which causes the Share Plan Committee to conclude that:
  - (i) a shorter Performance Period may be imposed where the Share Plan Committee has determined that the Performance Condition has been satisfied;
  - (ii) a changed Performance Condition would be a fairer measure of performance, and would be no less difficult to satisfy; or
  - (iii) the Performance Condition should be waived as the PSP Participant has achieved a level of performance that the Share Plan Committee considers satisfactory, notwithstanding that the Performance Condition may not have been fulfilled; or
- (c) in the case of an Award with a Vesting Period, where the Share Plan Committee may determine that it is appropriate to amend or waive the Vesting Period(s),

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

As soon as reasonably practicable after making an Award, the Share Plan Committee shall send an Award Letter to each PSP Participant confirming the Award and specifying the following in relation to the Award:

- (a) the Date of Grant;
- (b) the number of Shares which are the subject of the Award;
- (c) the prescribed Vesting Period(s) (including the commencement date(s) of such prescribed Vesting Period(s)), if any, and/or the Vesting Date;
- (d) the extent to which Shares which are the subject of the Award shall be released at the end of each prescribed Vesting Period, if any; and
- (e) in the case of a Performance-related Award, the Performance Period and the Performance Condition.

PSP Participants are not required to pay for the grant of Awards.

An Award or Released Award shall be personal to the particular PSP Participant to whom it is granted and no Award or Released Award or any rights thereunder shall be transferred, charged, assigned, pledged, mortgaged, encumbered or otherwise disposed of, in whole or in part, and if a PSP Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award, that Award or Released Award shall immediately lapse.

#### **4.4.5 Events prior to the Vesting Date**

- (a) An Award, to the extent there is a Vesting Period and it is not Released, shall forthwith become void and cease to have effect on the occurrence of any of the following events (and in such an event, the PSP Participant shall have no claim whatsoever against the Company, its Directors or employees):
  - (i) a PSP Participant, being an Employee, ceases, for any reason whatsoever, to be in the employment of the Company and/or the relevant Subsidiary or in the event the company by which the Employee is employed ceases to be a company in the Group;
  - (ii) a PSP Participant, being a Non-Independent Non-Executive Group Director, ceases, for any reason whatsoever, to be a director of the Company and/or the relevant Subsidiary (as the case may be);

- (iii) upon the bankruptcy of the PSP Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of or interest in such Award;
- (iv) the death of a PSP Participant;
- (v) a PSP Participant commits any breach of any of the terms of his Award; and/or
- (vi) misconduct on the part of a PSP Participant, as determined by the Company in its discretion.

For the purpose of Paragraph 4.4.5(a)(i) of this Circular, an Employee shall be deemed to have ceased to be in the employment of the Company or the Subsidiary (as the case may be) on the date on which he gives notice of termination of employment, unless prior to the date on which termination takes effect, the Employee has (with the consent of the Company or the Subsidiary (as the case may be)) withdrawn such notice.

For the purpose of Paragraph 4.4.5(a)(ii) of this Circular, a PSP Participant shall be deemed to have ceased to be a Non-Independent Non-Executive Group Director as of the date the notice of resignation of or termination of directorship (as the case may be) is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

- (b) The Share Plan Committee may, in its absolute discretion and on such terms and conditions as it deems fit, preserve all or any part of any Award, notwithstanding the provisions of any 2023 PSP Rule. Accordingly, the Awards shall not be deemed as void nor cease to have effect in accordance with the relevant provisions in Paragraph 4.4.5(a) of this Circular.
- (c) Without prejudice to the provisions of Paragraphs 4.4.4 and 4.4.6 of this Circular, to the extent that an Award which is yet to be Released, if any of the following occurs:
  - (i) a general offer (whether conditional or unconditional) being made for all or any part of the Shares;
  - (ii) a scheme of an arrangement or compromise between the Company and its Shareholders being sanctioned by the court of Singapore under the Companies Act;
  - (iii) an order for the compulsory winding-up of the Company is made; or
  - (iv) a resolution for a voluntary winding-up (other than for amalgamation or reconstruction) of the Company being made,

the Share Plan Committee may consider, at its discretion, whether or not to Release such Award. If the Share Plan Committee decides to Release such Award, then in determining the number of Shares to be Vested in respect of such Award, the Share Plan Committee will have regard to the proportion of the Vesting Period(s) (if any) which has elapsed and the extent to which the Performance Condition (if any) has been satisfied. Where such Award is Released, the Share Plan Committee will, as soon as practicable after such Release, procure, in accordance with Paragraph 4.4.6 of this Circular, the allotment or transfer to each PSP Participant of the number of Shares so determined. If the Share Plan Committee so determines, the Release of Awards may be satisfied in cash as set out in Paragraph 4.4.6 of this Circular.

#### **4.4.6 Release of Awards**

- (a) In relation to each Performance-related Award, from time to time during the Performance Period, and no later than reasonably practicable after the end of the relevant Performance Period, the Share Plan Committee shall review the Performance Condition specified in respect of that Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied.

If the Share Plan Committee determines, in its absolute discretion, that the Performance Condition has not been satisfied by the end of the relevant Performance Period or if the relevant PSP Participant (being an Employee) has not continued to be an Employee from the Date of Grant to the end of the relevant Performance Period, that Award shall lapse, be of no value and the provisions of this Paragraph 4.4.6 (save for this Paragraph 4.4.6(a)) shall be of no effect.

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

The Company shall Release to the relevant PSP Participant the Shares to which his Award relates on the Vesting Date, subject to the following:

- (i) in relation to a Performance-related Award, the Share Plan Committee having determined that the Performance Condition has been satisfied;
  - (ii) the relevant PSP Participant (being an Employee) having continued to be an Employee from the Date of Grant to the end of the relevant Vesting Period, if any;
  - (iii) the Share Plan Committee being of the opinion that the job performance of the relevant PSP Participant has been satisfactory;
  - (iv) such consents (including any approvals required by the SGX-ST) as may be necessary;
  - (v) compliance with the terms of the Award, the 2023 PSP, and the Constitution;
  - (vi) where Shares are to be allotted or transferred on the Release of an Award, the PSP Participant having a securities account with CDP and complying with the applicable requirements of CDP; and
  - (vii) where new Shares are to be allotted on the Release of an Award, the Company being satisfied that the Shares which are the subject of the Released Award will be listed for quotation on the SGX-ST.
- (b) Shares which are the subject of a Released Award shall be Vested to a PSP Participant on the Vesting Date, as follows:
- (i) in the case of an Award which is subject to Vesting Period(s), a Market Day falling as soon as practicable after the last day of the relevant Vesting Period, and where such an Award is also a Performance-related Award, the later of (1) a Market Day falling as soon as practicable after the last day of the relevant Vesting Period or (2) a Market Day falling as soon as practicable after the fulfilment of the Performance Condition(s) as determined by the Share Plan Committee, but in any event, no later than a Market Day falling as soon as practicable after the last day of the relevant Performance Period;
  - (ii) in the case of a Performance-related Award which is not subject to any Vesting Period, a Market Day falling as soon as practicable after the fulfilment of the Performance Condition(s) as determined by the Share Plan Committee, but in any event, no later than a Market Day falling as soon as practicable after the last day of the relevant Performance Period; and



- (iii) in the case of an Award (other than a Performance-related Award) which is not subject to any Vesting Period, a Market Day falling as soon as practicable after the relevant Date of Grant,

and on the Vesting Date, the Share Plan Committee will procure the allotment or transfer to each PSP Participant of the number of Shares so determined.

- (c) Subject to the Companies Act and the Mainboard Rules, the Company shall have the flexibility to deliver Shares to PSP Participants upon the Release of their respective Awards by way of:
  - (i) an allotment and issue of new Shares, deemed to be fully paid or credited upon their respective allotment and issue; and/or
  - (ii) subject to applicable laws, the transfer of existing Shares, including any Shares acquired by the Company pursuant to a share purchase mandate and/or held by the Company as treasury shares.

In determining whether to allot and issue new Shares or to purchase existing Shares for delivery to the PSP Participants upon the Release of their respective Awards, the Share Plan Committee will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the financial effect on the Company of either issuing new Shares or purchasing existing Shares.

Where new Shares are allotted upon the Vesting of any Award, the Company shall, as soon as practicable after such allotment, apply to the SGX-ST for the listing and quotation of such Shares, if necessary.

- (d) Shares which are allotted or transferred on the Release of an Award to a PSP Participant shall be issued in the name of, or transferred to, CDP to the credit of the securities account of that PSP Participant which is maintained with CDP or the securities sub-account of that PSP Participant which is maintained with a Depository Agent.
- (e) New Shares allotted and issued, and existing Shares procured by the Company on behalf of the PSP Participants for transfer, upon the Release of their respective Awards shall:
  - (i) be subject to all provisions of the Constitution; and
  - (ii) rank in full for all entitlements, including dividends, rights, allotments or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall, in all other respects, rank *pari passu* with other existing Shares then in issue.
- (f) The Share Plan Committee has the flexibility and power to, if the circumstances require, make a Release of an Award wholly or partly in the form of cash rather than Shares.

#### 4.4.7 Adjustment Events

- (a) If a variation in the issued ordinary share capital of the Company (whether by way of a bonus issue or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then:
  - (i) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested and the rights attached thereto; and/or
  - (ii) the class and/or number of Shares in respect of which Awards may be granted under the 2023 PSP,

may, at the discretion of the Share Plan Committee, be adjusted in such manner as the Share Plan Committee may determine to be appropriate.



- (b) Unless the Share Plan Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or a private placement of securities, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by the Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.
- (c) Notwithstanding Paragraph 4.4.7(a) of this Circular:
  - (i) no such adjustment shall be made if as a result, the PSP Participant receives a benefit that a Shareholder does not receive; and
  - (ii) any adjustment (other than on 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.
- (d) Upon any adjustment required to be made pursuant to this Paragraph 4.4.7, the Company shall notify the PSP Participant (or his duly appointed personal representative(s), where applicable) in writing and deliver to him (or his duly appointed personal representative(s), where applicable) a statement setting forth the class and/or number of Shares thereafter to be issued or transferred on the Vesting of an Award and the date on which such adjustment shall take effect.
- (e) Notwithstanding Paragraph 4.4.7(a) of this Circular or that no adjustment is required under the provisions of the 2023 PSP, the Share Plan Committee may, in any circumstances where it considers that no adjustment should be made, that it should take effect on a different date or that an adjustment should be made to any of the matters referred to in Paragraph 4.4.7(a) of this Circular, notwithstanding that no adjustment is required under the said provisions (as the case may be), request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate (as the case may be), and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment being made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be, in their opinion, appropriate.

#### **4.4.8 Modifications to the 2023 PSP**

Any or all the provisions of the 2023 PSP may be modified and/or altered at any time and from time to time by a resolution of the Share Plan Committee, except that:

- (a) no modification or alteration shall be made which would adversely affect the rights attached to any Award granted prior to such modification or alteration, except with the prior consent in writing of such number of PSP Participants who, if their respective Awards were Released to them upon the expiry of all Vesting Periods applicable to their respective Awards (if any), would become entitled to not less than 75% of the total number of all Shares which would fall to be vested upon the Release of all outstanding Awards upon the expiry of all Vesting Periods applicable to all such outstanding Awards (if any);
- (b) no modification or alteration to the definitions of “Associate”, “Committee”, “Controlling Shareholders”, “Employee”, “Participant”, “Performance Period” and “Vesting Period” in the 2023 PSP Rules, and the provisions of this Paragraph 4.4.8 and Paragraphs 4.4.1, 4.4.2, 4.4.4, 4.4.6, 4.4.7 and 4.4.9 of this Circular shall be made which would be to the advantage of the PSP Participants under the 2023 PSP without the prior approval of the Shareholders in a general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary.

Notwithstanding anything to the contrary contained in this Paragraph 4.4.8, the Share Plan Committee may, at any time by resolution (and without other formality, save for the prior approval of the SGX-ST), amend or alter the 2023 PSP, in any way and to the extent necessary, to cause the 2023 PSP to comply with any statutory provision, or the provision or the regulation of any regulatory or relevant authority or body (including the SGX-ST).

Written notice of any modification or alteration made in accordance with this Paragraph 4.4.8 shall be given to all PSP Participants but accidental omission to give notice to any PSP Participant shall not invalidate any such modifications or alterations.

#### 4.4.9 Administration of the 2023 PSP

The 2023 PSP shall be administered by the Share Plan Committee in its absolute discretion, with such powers and duties as are conferred on it by the Board, provided that no member of the Share Plan Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him or held by him.

Subject to the Companies Act, the Mainboard Rules, the Constitution, and all applicable laws and regulations, the Share Plan Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the 2023 PSP) for the implementation and administration of the 2023 PSP, to give effect to the provisions of the 2023 PSP and/or to enhance the benefit of the Awards and the Released Awards to the PSP Participants, as the Share Plan Committee may, in its absolute discretion, think fit.

The Company shall bear the costs of establishing and administering the 2023 PSP.

The Board of Directors shall be the members of the Share Plan Committee.

#### 4.4.10 Disclosures in Annual Report

The Company shall make the following disclosures (as applicable) in its annual report to Shareholders for the duration of the 2023 PSP:

- (a) the names of the members of the Share Plan Committee;
- (b) information as required in the table below for the following PSP Participants:
  - (i) Group Directors (except Independent Non-Executive Group Directors who are not eligible to participate in the 2023 PSP);
  - (ii) PSP Participants who are Controlling Shareholders or associates of the Controlling Shareholders; and
  - (iii) PSP Participants, other than the persons in Paragraph 4.4.10(b)(i) or Paragraph 4.4.10(b)(ii) of this Circular, who receive Awards comprising Shares representing five percent (5%) or more of the aggregate of:
    - (1) total number of new Shares available under the 2023 PSP; and
    - (2) the total number of existing Shares purchased for delivery of Awards Released under the 2023 PSP.

Name of Participant	Number of new Shares allotted pursuant to Release of Awards under the 2023 PSP during financial year under review (including terms)	Number of existing Shares purchased for delivery pursuant to Release of Awards under the 2023 PSP during financial year under review (including terms)	(For Paragraph 4.4.10(b)(iii)(1) only) Number of Shares delivered pursuant to the Awards Released during financial year under review (including terms)	(For Paragraph 4.4.10(b)(iii)(1) only) Aggregate number of Shares comprised in Awards granted since commencement of 2023 PSP to end of financial year under review	(For Paragraph 4.4.10(b)(iii)(1) only) Aggregate number of Shares comprised in Awards which have Vested since commencement of 2023 PSP to end of financial year under review	Aggregate number of new Shares allotted and existing Shares purchased for delivery since commencement of the 2023 PSP to end of financial year under review	Aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review

- (c) in relation to the 2023 PSP, the following particulars:
- (i) the aggregate number of Shares comprised in Awards granted since the commencement of the 2023 PSP to the end of the financial year under review;
  - (ii) the aggregate number of Shares comprised in Awards which have Vested during the financial year under review and in respect of such Awards, the proportion of:
    - (1) new Shares issued; and
    - (2) where applicable, existing Shares purchased, including the range of prices at which such Shares have been purchased, upon the Vesting of Released Awards; and
  - (iii) the aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review; and
- (d) such other information as may be required by the Companies Act or the Mainboard Rules.

If any of the disclosures in this Paragraph 4.4.10 is not applicable, an appropriate negative statement will be included in the Company's annual report.

#### **4.5 Acceptance of Awards**

For the avoidance of doubt, the grant, operation, Release and Vesting of the Awards under the 2023 PSP are not contingent upon the acceptance of such Awards by the respective PSP Participants. Accordingly, there are no provisions in the 2023 PSP Rules for the acceptance of Awards by PSP Participants.

#### **4.6 Accidental Omissions**

As part of the process in any modification or alteration of the 2023 PSP (in accordance with Paragraph 4.4.8 above), any amendment or waiver of the Vesting Period in the 2023 PSP (in accordance with Paragraph 4.4.4 above), and the preparation and review of any related announcement of the Group, the Company has established mechanisms and measures in place to minimise the risk of any accidental omission to provide notice of such modification, alteration, amendment or waiver (as the case may be).

Firstly, the Company shall keep, monitor and update a register of all Awards granted and released to each PSP Participant under the 2023 PSP. In this regard, the Company (through the Share Plan Committee) is equipped and would review the effects of any modification, alteration, amendment or waiver in respect of the 2023 PSP before and after any implementation. In addition, the Company would consider using third-party consultancy firms to review, supplement and advise before making and implementing any modification, alteration, amendment or waiver in respect of the 2023 PSP. Ultimately, all modifications, alterations, amendments and waivers in respect of the 2023 PSP would be subject to approval by the Share Plan Committee and as the Share Plan Committee administers the 2023 PSP, the Share Plan Committee would also ensure that the requisite notice is provided to PSP Participants of (a) any modification or alteration of the 2023 PSP; and (b) any amendment or waiver of the Vesting Period in the 2023 PSP.

#### **4.7 Summary of the Major Differences between the 2023 PSP and the 2013 PSP**

- (a) Independent Non-Executive Group Directors were eligible to participate in the 2013 PSP but not in the 2023 PSP; and
- (b) In contrast to the 2013 PSP, the 2023 PSP allows for an Award to be released in the form of cash rather than Shares.

## 4.8 Financial Effects of the 2023 PSP

### (a) *Share Capital*

The 2023 PSP will result in an increase in the number of issued Shares of the Company (excluding subsidiary holdings and treasury shares holdings that may be held by the Company from time to time) to the extent that new Shares are allotted and issued upon the Vesting of the Awards. This number of New Shares issued will, in turn, depend on, *inter alia*, the number of new Shares comprised in the Awards granted, the number of Awards that are Vested and the prevailing market price of the Shares on the SGX-ST.

If, in lieu of issuing new Shares, existing Shares are purchased for delivery or treasury shares are delivered to the PSP Participants upon the Vesting of their respective Awards, or if the Awards are wholly released in the form of cash rather than Shares, or if the relevant Awards are not Vested, there will be no impact on the number of issued Shares of the Company (excluding subsidiary holdings and treasury shares holdings that may be held by the Company from time to time).

### (b) *EPS*

The 2023 PSP will have a dilutive impact on the Company's consolidated EPS following the increase in the number of issued Shares of the Company, to the extent that new Shares are allotted and issued pursuant to the Vesting of the Awards. Nevertheless, it should be noted that the delivery of Shares to PSP Participants in respect of the Awards will generally be contingent upon the PSP Participants meeting the prescribed performance targets and/or service conditions and the impact of the 2023 PSP on the Company's consolidated EPS is not expected to be material in any given financial year of the Company.

### (c) *NTA*

If new Shares are issued to PSP Participants pursuant to the Vesting of their respective Awards, there will be no effect on the NTA. If existing Shares are purchased for delivery to PSP Participants or the Awards are wholly released in the form of cash rather than Shares, the NTA of the Group and the Company would decrease by the cost of the Shares purchased or the cash payment respectively.

However, it should be noted that the delivery of Shares or the cash payment in lieu of delivery of Shares to PSP Participants is contingent upon the PSP Participants meeting prescribed performance targets and/or service conditions.

### (d) *Costs of Awards*

The 2023 PSP is considered a share-based payment that falls under the scope of SFRS(I) 2 or such other accounting standards that are currently in force and the Awards would be accounted for as equity-settled share-based transactions, as follows:

- (i) The fair value of employee services received in exchange for the grant of the Awards would be recognised as a charge to the consolidated income statement over the Vesting Period of an Award. The total amount of charge to be recognised over the Vesting Period is determined by reference to the fair value of each Award granted on the Date of Grant and the number of Shares Vested at the Vesting Date, with a corresponding credit to reserve account. Before the end of the Vesting Period, at each financial year end, the estimate of the number of Awards that are expected to Vest by the Vesting Date is revised, and the impact of the revised estimate is recognised in the consolidated income statement with a corresponding adjustment to the reserve account over the remaining Vesting Period. After the Vesting Date, no adjustment to the charge to the consolidated income statement is made;

- (ii) The amount charged to the consolidated income statement also depends on whether the performance target attached to an Award is measured by reference to the prevailing market price of the Shares (i.e., a market condition). If the performance target is a market condition, the probability of the performance target being met is taken into account in estimating the fair value of the Award granted at the Date of Grant, and no adjustments to the amounts charged to the consolidated income statement are made regardless of whether the market condition is met. However, if the performance target is not a market condition, the fair value per share of the Awards granted at the Date of Grant is used to compute the amount charged to the consolidated income statement at each financial year ended, based on an assessment at that date of whether the non-market conditions would be met to enable the Awards to Vest;
- (iii) In the event that PSP Participants have the right to receive the market price of the Shares in cash in lieu of the allotment or transfer of Shares upon the release of an Award, the Company shall measure the fair value of the liability as a cash-settled share-based payment transaction. Until the liability is settled, the Company shall re-measure the fair value of the liability at the end of each financial period and at the date of settlement, with any changes in fair value recognised in the statement of profit or loss.

## **5. THE PROPOSED PARTICIPATION BY CERTAIN GROUPS OF ELIGIBLE PERSONS IN THE 2023 ESOS AND/OR THE 2023 PSP**

### **5.1 Rationale for Participation by Executive Group Directors and Employees in the 2023 ESOS and the 2023 PSP**

The Company acknowledges that it is crucial to the stability and growth of the Group that the Company recognises the services, knowledge, expertise, assistance and support provided to the Company by the Executive Group Directors and Employees, and that the Group continues to receive their support and contributions in the development and implementation of business strategies, investments and projects in which the Company and/or the Group have interests in.

The extension of the 2023 ESOS and 2303 PSP to Executive Group Directors and Employees gives such persons an opportunity to share in the success and achievements of the Group and the performance of the Company through participation in the equity of the Company and provides another means of rewarding such persons apart from the usual cash remuneration. It is envisaged that by doing so, the Company will also strengthen its working relationship with such persons by inculcating in them a stronger identification with the Group, and attract, retain and incentivise such persons to higher standards of performance which will, in turn, improve the long-term prosperity of the Group.

In deciding whether or not to grant Options and/or Awards to such persons, the Share Options Committee and Share Plan Committee will consider the same criteria as that for other ESOS and PSP Participants.

### **5.2 Rationale for Participation by Non-Independent Non-Executive Group Directors in the 2023 ESOS and the 2023 PSP**

The Non-Independent Non-Executive Group Directors are in a position to provide valuable support, input and business contacts, and to contribute their experience, knowledge and expertise, and/or to provide the Group with strategic or significant business alliances or opportunities. This category of persons comprises individuals from various disciplines with different working experiences and backgrounds which the Company may tap for assistance in furthering the business interests of the Group.

Presently, remuneration of Non-Independent Non-Executive Group Directors is by way of directors' fees (for their respective services as Group Directors), which is wholly in the form of cash. Although the level of their remuneration is in accordance with the level of remuneration

paid to non-executive directors of other listed companies, by including such persons in the 2023 ESOS and the 2023 PSP, the Company will have the flexibility to consider, in the future, compensating Non-Independent Non-Executive Group Directors for their services, efforts, achievements and contributions to the success and development of the Group through combinations of cash, share options and/or share awards. For instance, the Company may include share options or share awards (taking into account their intrinsic values) as a cash-linked component within the fee-based remuneration of such persons, or as a form of additional compensation in lieu of increasing their respective cash remuneration.

Notwithstanding this Paragraph 5.2, such remuneration of Non-Independent Non-Executive Group Directors (whether by way of cash, share options (including Options granted and Exercise Prices determined under the 2023 ESOS) and/or share awards (including Awards granted under the 2023 PSP)) shall still be subject to the approval of independent Shareholders at the relevant general meeting(s).

In addition, for the avoidance of doubt, Independent Non-Executive Group Directors are not eligible to participate in the 2023 ESOS and 2023 PSP.

### **5.3 Rationale for Participation by Controlling Shareholders and their Associates in the 2023 ESOS and 2023 PSP**

Subject to Paragraphs 2.3.1(c) and 4.4.1(c) of this Circular, Controlling Shareholders and their associates shall be eligible to participate in the 2023 ESOS and 2023 PSP. In this regard, the specific approval of Independent Shareholders is required for the participation of Controlling Shareholder and their associates in the 2023 ESOS and 2023 PSP. When the Company proposes that Options and Awards be granted under the respective 2023 ESOS and 2023 PSP to eligible Controlling Shareholders or associates of Controlling Shareholders, the actual (or maximum) number and terms of the Options and/or Awards to be granted to each of such persons are subjected to the approval of Independent Shareholders in a separate resolution for each of such persons. In seeking such approval, clear justification as to the participation of, and the actual (or maximum) number and terms of the Options and/or Awards to be granted to, such persons shall be provided. Accordingly, the Company is of the view that there are sufficient safeguards against any abuse of the 2023 ESOS or the 2023 PSP resulting from the participation of Controlling Shareholders or their associates.

It is the intention of the Company that Employees and Non-Independent Non-Executive Group Directors who are Controlling Shareholders or associates of Controlling Shareholders should be remunerated for their performance, achievements and contributions to the Group on the same basis as other Employees and Non-Independent Non-Executive Group Directors who are not Controlling Shareholders or associates of Controlling Shareholders. Although the Controlling Shareholders and their associates already have shareholding interests in the Company, the extension of the 2023 ESOS and 2023 PSP to allow the Controlling Shareholders and their associates to participate in the 2023 ESOS and 2023 PSP will ensure that they are equally entitled with other Employees and Non-Independent Non-Executive Group Directors to take part and benefit from this scheme of remuneration. The 2023 ESOS and 2023 PSP are intended to be part of a fair and equitable scheme and system of remuneration for the Employees and Non-Independent Non-Executive Group Directors. The Company is of the view that (i) Employees and Non-Independent Non-Executive Group Directors who are Controlling Shareholders or associates of Controlling Shareholders should not be discriminated against by reason only of their shareholdings in the Company; (ii) the extension of the 2023 ESOS and 2023 PSP to Controlling Shareholders and their associates will enhance the long-term commitment and align the long-term interests of the Employees and Non-Independent Non-Executive Group Directors who are also the Controlling Shareholders or associates of Controlling Shareholders to the Company.

For the avoidance of doubt:

- (a) Controlling Shareholders and associates of Controlling Shareholders who are not Employees or Non-Independent Non-Executive Group Directors are not eligible to participate in the 2023 ESOS and 2023 PSP;



- (b) Directors and employees of the Company's associated companies are not eligible to participate in the 2023 ESOS and 2023 PSP; and
- (c) Directors and employees of the Company's parent company and its subsidiaries (specifically those which are not part of the Group) are not eligible to participate in the 2023 ESOS and 2023 PSP.

In addition, the Company is not presently seeking, by way of this Circular, the specific approval of Independent Shareholders for the participation of, and the grant of any Option or Award to, any Controlling Shareholder or any associate of Controlling Shareholders in the 2023 ESOS or 2023 PSP. Accordingly, this Circular shall not be construed as seeking such approval in any way, manner or form.

## 6. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

As at the Latest Practicable Date, the interests of Directors and Substantial Shareholders of the Company as recorded in the register of Directors' shareholdings and the register of Substantial Shareholders of the Company respectively, are as follows:

	Direct interest		Deemed interest	
	Number of Shares	% of total issued Shares <sup>(1)</sup>	Number of Shares	% of total issued Shares <sup>(1)</sup>
<b>Directors</b>				
Mr Dan Broström	11,306,075	0.87	-	-
Mr John d'Abo	128,000 <sup>(2)</sup>	0.01	-	-
Dr Karl Lidgren	-	-	452,020,422 <sup>(3)</sup>	34.71
Mr Sin Boon Ann	900,000	0.07	-	-
Dr Christopher Atkinson	400,000 <sup>(4)</sup>	0.03	-	-
Ms Mae Heng	-	-	-	-
Dr Mathias Lidgren	7,000,000 <sup>(5)</sup>	0.54	-	-
Ms Beverley Smith	-	-	-	-
Mr Pong Chen Yih	-	-	-	-
<b>Substantial Shareholders</b>				
Limea Ltd.	452,020,422 <sup>(6)</sup>	34.71	-	-
Cresta Group Ltd.	-	-	452,020,422 <sup>(7)</sup>	34.71
Dr Karl Lidgren	-	-	452,020,422 <sup>(2)</sup>	34.71
Mr Hans Lidgren	-	-	452,020,422 <sup>(8)</sup>	34.71
Bevoy Investment Ltd	78,095,538 <sup>(9)</sup>	6.00	-	-
Mr Svein Kjellesvik	-	-	78,095,538 <sup>(10)</sup>	6.00

### Notes:

- (1) Based on the Company's issued and paid-up share capital (excluding treasury shares) of 1,302,320,991 Shares as of the Latest Practicable Date.
- (2) The 128,000 Shares are held through Raffles Nominees (Pte.) Limited.
- (3) Dr Karl Lidgren, through Cresta Group Ltd., owns 50% of Limea Ltd. and is deemed interested in 452,020,422 Shares held by Limea Ltd.
- (4) The 400,000 Shares are held through HSBC (Singapore) Nominees Pte Ltd.
- (5) The 7,000,000 Shares are held through Citibank N.A. Singapore.
- (6) The 452,020,422 Shares are held through UOB Kay Hian Pte. Ltd.
- (7) Cresta Group Ltd. owns 50% of Limea Ltd. and is deemed interested in 452,020,422 Shares held by Limea Ltd.
- (8) Mr Hans Lidgren owns 50% of Limea Ltd. and is deemed interested in 452,020,422 Shares held by Limea Ltd.
- (9) The 78,095,538 Shares are held through UOB Kay Hian Pte. Ltd.
- (10) Mr Svein Kjellesvik owns 100% of Bevoy Investment Ltd and is deemed interested in 78,095,538 Shares held by Bevoy Investment Ltd.

## **7. EXTRAORDINARY GENERAL MEETING**

The EGM, notice of which is set out on pages N1 to N7 of this Circular, will be held on 28 September 2023 at 3.00 p.m. at Conference One, Level 2, PARKROYAL COLLECTION Pickering, 3 Upper Pickering Street, Singapore 058289 for the purpose of considering and, if thought fit, passing with or without modifications, the Ordinary Resolutions as set out in the Notice of EGM.

## **8. DIRECTORS' RECOMMENDATIONS**

### **8.1 Proposed ESOS and Proposed Discount**

As at the Latest Practicable Date, as Mr Dan Broström, Mr John d'Abo, Dr Karl Lidgren and Dr Mathias Lidgren are eligible to participate in the 2023 ESOS, they are therefore deemed to be interested in the 2023 ESOS and accordingly, have refrained from making any recommendation to Independent Shareholders on the Proposed ESOS and the Proposed Discount.

As at the Latest Practicable Date, Mr Sin Boon Ann, Dr Christopher Atkinson, Ms Mae Heng, Ms Beverley Smith and Mr Pong Chen Yih, who are not eligible to participate in the 2023 ESOS, having considered and reviewed, among other things, the rationale, benefits and costs relating to the Proposed ESOS and Proposed Discount, and all other relevant information set out in this Circular, are of the opinion that the Proposed ESOS and Proposed Discount are in the best interests of the Company, and accordingly recommend that Independent Shareholders vote in favour of the ordinary resolutions relating to the Proposed ESOS and the Proposed Discount as set out in the Notice of EGM.

Independent Shareholders, in deciding whether to vote in favour of the ordinary resolutions relating to the Proposed ESOS and the Proposed Discount, should read carefully the rationale, benefits and costs relating to the Proposed ESOS and the Proposed Discount, and all other relevant information set out in this Circular.

### **8.2 Proposed PSP**

As at the Latest Practicable Date, as Mr Dan Broström, Mr John d'Abo, Dr Karl Lidgren and Dr Mathias Lidgren are eligible to participate in the 2023 PSP, they are therefore deemed to be interested in the 2023 PSP and accordingly, have refrained from making any recommendation to Independent Shareholders on the Proposed PSP.

As at the Latest Practicable Date, Mr Sin Boon Ann, Dr Christopher Atkinson, Ms Mae Heng, Ms Beverley Smith and Mr Pong Chen Yih, who are not eligible to participate in the 2023 PSP, having considered and reviewed, among other things, the rationale, benefits and costs relating to the Proposed PSP, and all other relevant information set out in this Circular, are of the opinion that the Proposed PSP is in the best interests of the Company, and accordingly recommend that Independent Shareholders vote in favour of the ordinary resolution relating to the Proposed PSP as set out in the Notice of EGM.

Independent Shareholders, in deciding whether to vote in favour of the ordinary resolution relating to the Proposed PSP, should read carefully the rationale, benefits and costs relating to the Proposed PSP, and all other relevant information set out in this Circular.



## 9. ACTION TO BE TAKEN BY SHAREHOLDERS

### 9.1 Attendance at the EGM

Shareholders will be able to attend the EGM in person. Please refer to the Notice of EGM for further details.

A Depositor shall not be regarded as a Shareholder entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register as at 72 hours before the time fixed for the EGM.

### 9.2 Key Dates and Times

Key Dates and Times	Action(s) to be taken
<b>18 September 2023, 3.00 p.m.</b>	Deadline for CPF and SRS investors who wish to appoint the Chairman of the EGM as proxy to approach their respective CPF Agent Banks or SRS Operators to submit their votes.
<b>18 September 2023, 5.00 p.m.</b>	<p>Deadline for Shareholders, proxyholders, and CPF and SRS investors to submit comments, queries and/or questions in advance of the EGM.</p> <p>Comments, queries and/or questions on the Ordinary Resolutions being set forth at the EGM are welcome (a) via email to the Company at <a href="mailto:info@rexih.com">info@rexih.com</a>; or (b) by post to 1 George Street, #14-01, Singapore 049145, and attention to Rex EGM.</p> <p>All substantive and relevant questions related to the Ordinary Resolutions to be tabled for approval at the EGM will be addressed and published by 21 September 2023 via SGXNet and at the Company's website at <a href="https://www.rexih.com">https://www.rexih.com</a>. This is to allow Shareholders sufficient time and opportunity to consider the Company's response before the deadline for the submission of proxy forms, which is at 3.00 p.m. on 26 September 2023.</p> <p>Substantive and relevant questions which are submitted after 5.00 p.m. on 18 September 2023 will be consolidated and addressed at the EGM.</p>
<b>26 September 2023, 3.00 p.m.</b>	Deadline for Shareholders to submit proxy forms via (a) post to the office of the Company's Share Registrar, Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) at 80 Robinson Road, #11-02, Singapore 068898; or (b) email to <a href="mailto:sg.is.proxy@sg.tricorglobal.com">sg.is.proxy@sg.tricorglobal.com</a> .
<b>28 September 2023, 3.00 p.m.</b>	<p>Attend the EGM in person at Conference One, Level 2, PARKROYAL COLLECTION Pickering, 3 Upper Pickering Street, Singapore 058289.</p> <p>Shareholders, including CPF and SRS investors, and (where applicable) duly appointed proxies, will need to register in person at the registration counter(s) outside the EGM venue, and should bring along their NRICs/passports to enable the Company's Share Registrar to verify their identity for entry to, and (where applicable) be provided with a handheld device for electronic voting at, the EGM.</p>

The Company will publish the minutes of the EGM on the Company's corporate website and on SGXNet within one (1) month after the EGM, including responses from the Directors and management to substantial queries and relevant comments from Shareholders.

## **10. ABSTENTIONS FROM VOTING**

### **10.1 Proposed ESOS and Proposed Discount**

As Mr Dan Broström, Mr John d'Abo, Dr Karl Lidgren and Dr Mathias Lidgren are eligible to participate in the 2023 ESOS, they will abstain from voting on the ordinary resolutions relating to the Proposed ESOS and Proposed Discount at the EGM and will not be accepting any appointment as proxy, corporate representative, attorney or otherwise for the purposes of voting on the ordinary resolutions relating to the Proposed ESOS and Proposed Discount at the EGM unless specific voting instructions had been given by the Shareholders in their respective proxy forms.

Employees, who are eligible to participate in the 2023 ESOS and who are also Shareholders, will abstain from voting on the ordinary resolutions relating to the Proposed ESOS and Proposed Discount at the EGM and will not be accepting any appointment as proxy, corporate representative, attorney or otherwise for the purposes of voting on the ordinary resolutions relating to the Proposed ESOS and Proposed Discount at the EGM unless specific voting instructions had been given by the Shareholders in their respective proxy forms.

For the avoidance of doubt, all Shareholders who are eligible to participate in the 2023 ESOS will abstain from voting on the ordinary resolutions relating to the Proposed ESOS and Proposed Discount at the EGM.

### **10.2 Proposed PSP**

As Mr Dan Broström, Mr John d'Abo, Dr Karl Lidgren and Dr Mathias Lidgren are eligible to participate in the 2023 PSP, they will abstain from voting on the ordinary resolution relating to the Proposed PSP at the EGM and will not be accepting any appointment as proxy, corporate representative, attorney or otherwise for the purposes of voting on the ordinary resolution relating to the Proposed PSP at the EGM unless specific voting instructions had been given by the Shareholders in their respective proxy forms.

Employees, who are eligible to participate in the 2023 PSP and who are also Shareholders, will abstain from voting on the ordinary resolution relating to the Proposed PSP at the EGM and will not be accepting any appointment as proxy, corporate representative, attorney or otherwise for the purposes of voting on the ordinary resolution relating to the Proposed PSP at the EGM unless specific voting instructions had been given by the Shareholders in their respective proxy forms.

For the avoidance of doubt, all Shareholders who are eligible to participate in the 2023 PSP will abstain from voting on the ordinary resolution relating to the Proposed PSP at the EGM.

### **10.3 Announcement of the Results for the EGM**

Pursuant to Rule 704(16)(b) of the Mainboard Rules, the Company shall, in the announcement of the results for the EGM, include the details of parties who are required to abstain from voting on any resolution(s), including the number of shares held and the individual resolution(s) on which such parties are required to abstain from voting, and a statement that all Shareholders who are eligible to participate in the 2023 ESOS and/or 2023 PSP have abstained from voting on all resolutions relating to the Proposed ESOS, Proposed Discount and/or Proposed PSP (as the case may be).

## **11. DIRECTORS' RESPONSIBILITY STATEMENT**

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm, after making all reasonable enquiries, that to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposals, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading. Where information in this Circular has been extracted from published or otherwise publicly available sources, or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

## **12. CONSENT**

### **12.1 Singapore Legal Adviser**

WongPartnership LLP is the Singapore legal adviser to the Company for this Circular, and has given and has not withdrawn its written consent to the issue of this Circular with the inclusion of and references to its name in the form and context in which they appear in the Circular and to act in such capacity in relation to this Circular.

## **13. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection, upon appointment and during normal business hours, at the registered office of the Company up to and including the date of the EGM:

- (a) the Constitution of the Company;
- (b) the Annual Report of the Company;
- (c) the rules of the 2023 ESOS set out in Appendix A (Rules of Rex International Employee Share Option Scheme 2023) to this Circular; and
- (d) the rules of the 2023 PSP set out in Appendix B (Rules of Rex International Performance Share Plan 2023) to this Circular.

Yours faithfully,  
**REX INTERNATIONAL HOLDING LIMITED**

For and on behalf of the Board of Directors  
Dan Broström  
Executive Chairman

## APPENDIX A – RULES OF REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME 2023

### 1. NAME OF THE SCHEME

The Scheme shall be called the “Rex International Employee Share Option Scheme”.

### 2. DEFINITIONS

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

“Adoption Date”	The date on which the Scheme is adopted by the Company in general meeting
“Aggregate Subscription Cost”	The total amount payable for Shares which may be acquired on the exercise of an Option
“Associates”	Has the meaning ascribed to it in the Mainboard Rules
“Auditors”	The auditors of the Company for the time being
“Board”	The board of directors of the Company
“CDP”	The Central Depository (Pte) Limited
“CPF”	Central Provident Fund
“Companies Act”	The Companies Act 1967, as amended, modified or supplemented from time to time
“Company”	Rex International Holding Limited, a public company incorporated in Singapore with limited liability
“Constitution”	The constitution of the Company, as may be amended or modified from time to time
“control”	The capacity to dominate decision making, directly or indirectly, in relation to the financial and operating policies of the Company
“Controlling Shareholder”	A person who: (a) holds directly or indirectly 15.0% or more of the number of all voting shares in a company; or (b) in fact exercises control over a company, unless otherwise determined
“Date of Grant”	In relation to an Option, the date on which the Option is granted pursuant to Rule 6
“Director”	A person holding office as a director for the time being of the Company and/or its Subsidiaries, as the case may be
“Employee”	An employee of the Group selected by the Share Options Committee to participate in the Scheme

<b>“Executive Director”</b>	A director for the time being of the Company and/or any of its Subsidiaries, holding office in an executive capacity in the Company and/or such Subsidiary
<b>“Exercise Period”</b>	The respective period for the exercise of an Option, as follows: <ul style="list-style-type: none"> <li>(a) in the case of a Market Price Option, during the period commencing on the day immediately after the first anniversary of the Date of Grant and expiring on the fifth anniversary of such Date of Grant; and</li> <li>(b) in the case of an Incentive Option, during the period commencing on the day immediately after the second anniversary of the Date of Grant and expiring on the fifth anniversary of such Date of Grant.</li> </ul>
<b>“Exercise Price”</b>	The price at which a Participant shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 7, and as adjusted in accordance with Rule 12
<b>“Grantee”</b>	The person to whom an offer of an Option is made
<b>“Group”</b>	The Company and its Subsidiaries
<b>“Incentive Option”</b>	An Option granted with the Exercise Price set at a discount to the Market Price
<b>“Independent Shareholders”</b>	Shareholders who are independent for the purposes of approving the Scheme
<b>“Mainboard”</b>	The mainboard of the SGX-ST
<b>“Mainboard Rules”</b>	The rules of the Listing Manual applicable to issuers listed on the Mainboard, as amended, modified or supplemented from time to time
<b>“Market Day”</b>	A day on which the SGX-ST is open for trading in securities
<b>“Market Price”</b>	A price equals to the average of the closing market prices of a Share over the last five (5) Market Days (on which transactions in the Shares were recorded) immediately preceding the Date of Grant of that Option, as determined by the Share Options Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices
<b>“Market Price Option”</b>	An Option granted with the Exercise Price set at the Market Price
<b>“Non-Executive Director”</b>	A director (other than an Executive Director) from time to time of the Company and/or any of its Subsidiaries
<b>“Option”</b>	The right to subscribe for Shares granted or to be granted to an Employee or Non-Independent Non-Executive Director pursuant to the Scheme and for the time being subsisting
<b>“Participant”</b>	The holder of an Option

<b>“Record Date”</b>	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)
<b>“Rules”</b>	Rules of the Scheme
<b>“Scheme”</b>	The Rex International Employee Share Option Scheme, as the same may be modified or altered from time to time
<b>“Securities Account”</b>	The securities account maintained by a Depositor with CDP
<b>“Shareholders”</b>	Registered holders of Shares, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares
<b>“SGX-ST”</b>	Singapore Exchange Securities Trading Limited
<b>“Share Options Committee”</b>	A committee comprising directors of the Company duly authorised, appointed and nominated by the Board to administer the Scheme
<b>“Shares”</b>	Ordinary shares in the capital of the Company
<b>“Subsidiary”</b>	A company (whether incorporated within or outside Singapore and wheresoever resident) being a subsidiary for the time being of the Company within the meaning of Section 5 of the Companies Act
<b>“Trading Day”</b>	A day on which the Shares are traded on the SGX-ST
<b>“S\$”</b>	Singapore dollar
<b>“%”</b>	Per centum or percentage

- 2.2 The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 or any statutory modification thereof, as the case may be.
- 2.3 Words importing the singular number shall, where applicable, include the plural number and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender.
- 2.4 Any reference to a time of a day in the Scheme is a reference to Singapore time.
- 2.5 Any reference in the Scheme to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or any statutory modification thereof and used in the Scheme shall have the meaning assigned to it under the Companies Act.

### **3. OBJECTIVES OF THE SCHEME**

- 3.1 The Scheme is a share incentive plan. The Scheme will provide an opportunity for Participants to participate in the equity of the Company so as to motivate them to greater dedication, loyalty and higher standards of performance, and to incentivise and give recognition to such individuals who have contributed to the success, growth, development and performance of the Company and/or the Group. It is also important for the Company to attract and retain employees and directors whose contributions are essential to the well-being and prosperity of the Group.
- 3.2 The Scheme will enable the Company to structure a competitive remuneration package, and at the same time, give Participants an opportunity to have a direct interest in the Company, which will, in turn, assist in attaining the following objectives:
- (a) to motivate each Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
  - (b) to retain key employees of the Group whose contributions are essential to the long-term growth and profitability of the Group;
  - (c) to instil loyalty to, and a stronger identification by the Participants with the long-term prosperity of, the Group;
  - (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders; and
  - (e) to align the interests of the Participants with the interests of the Shareholders.

### **4. ELIGIBILITY OF PARTICIPANTS**

- 4.1 A person (including an executive Director) shall, at the absolute discretion of the Share Options Committee, be eligible to participate in the Scheme if he satisfies the following requirements at the Date of Grant:
- (a) he is confirmed in his employment with the Group;
  - (b) he has attained the age of 21 years on or before the Date of Grant; and
  - (c) he is not an undischarged bankrupt and has not entered into a composition with his creditor(s).
- 4.2 Non-Independent Non-Executive Directors who satisfy the eligibility requirements in Rules 4.1(b) and (c) above shall be eligible to participate in the Scheme.
- 4.3 Controlling Shareholders and their Associates who satisfy the eligibility requirements in Rule 4.1 or Rule 4.2 above, and who have contributed to the success and development of the Group, shall be eligible to participate in the Scheme, provided that:
- (a) such persons' participation in the Scheme is specifically approved by Independent Shareholders in a separate resolution for each of such persons; and
  - (b) the actual or maximum number of Shares to be granted to such persons and the terms of the Options are specifically approved by Independent Shareholders in a separate resolution for each of such persons.
- 4.4 Subject to the Companies Act and any requirement of the SGX-ST, the terms of eligibility for participation in the Scheme may be amended from time to time at the absolute discretion of the Share Options Committee.



- 4.5 For the purposes of determining eligibility to participate in the Scheme, the secondment of an Employee to another company within the Group shall not be regarded as a break in his employment or his employment having ceased by reason only of such secondment to be an employee of the Group.
- 4.6 There shall be no restriction on the eligibility of any Participant to participate in any other share-based incentive schemes or share plans implemented or to be implemented by the Company or any other company within the Group.

## **5. MAXIMUM ENTITLEMENT**

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

## **6. GRANT AND ACCEPTANCE OF OPTIONS**

- 6.1 Subject to Rule 11, the Share Options Committee may grant Options at any time and at its absolute discretion during the period when the Scheme is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Options may only be granted on or after the second Market Day from the date on which such announcement is released.
- 6.2 The Letter of Offer to grant an Option shall be in, or substantially in, the form set out in Schedule A of the Rules, subject to such modification as the Share Options Committee may from time to time determine.
- 6.3 An Option shall be personal to the person to whom it is granted and shall not be transferred (other than to a Participant's personal representative(s) on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Share Options Committee.
- 6.4 The grant of an Option under this Rule 6 shall be accepted by the Grantee within 30 days from the Date of Grant of that Option and, in any event, not later than 5.00 p.m. on the thirtieth day from such Date of Grant by completing, signing and returning the Acceptance Form in, or substantially in, the form set out in Schedule B of the Rules, subject to such modification as the Share Options Committee may from time to time determine, accompanied by payment of S\$1.00 as consideration.
- 6.5 If a grant of an Option is not accepted in the manner as provided in Rule 6.4, such offer shall, upon the expiry of the 30-day period, automatically lapse and become null, void and of no effect.

## **7. EXERCISE PRICE**

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

- (a) in the case of a Market Price Option, a price equal to the Market Price; or

- (b) in the case of an Incentive Option, a price which is set at a discount to the Market Price, provided that:
  - (i) the maximum discount shall not exceed 20.0% of the Market Price (or such other percentage or amount as may be determined by the Share Options Committee and permitted by the SGX-ST); and
  - (ii) the Shareholders in general meeting shall have authorised, in a separate resolution, the making of offers and grants of Options under the Scheme at a discount not exceeding the maximum discount as stated in Rule 7(b)(i) above. For the avoidance of doubt, such prior authorisation shall be required to be obtained only once and, once obtained, shall, unless revoked, authorise the making of offers and grants of Options under the Scheme at such discount for the duration of the Scheme.

## **8. RIGHTS TO EXERCISE OPTIONS**

- 8.1 Subject to the Rules, a Market Price Option or an Incentive Option, as the case may be, shall be exercisable, in whole or in part, during the Exercise Period applicable to that Option.
- 8.2 In the event of an Option being exercised in part only, the balance of the Option not thereby exercised shall continue to be exercisable in accordance with the Scheme until such time as it shall lapse in accordance with Scheme. All Options that are unexercised at the end of the Option period shall immediately lapse and become null and void and the Participant shall have no claim whatsoever against the Company.
- 8.3 An Option shall, to the extent unexercised, immediately lapse without any claim whatsoever against the Company:
  - (a) in the event of misconduct on the part of the Participant as determined by the Share Options Committee in its discretion;
  - (b) where the Participant ceases at any time to be in the employment of any of the Group, for any reason whatsoever. For the purposes of this Rule 8.3(b), the Participant shall be deemed to have ceased to be so employed as of the last day of his employment. For avoidance of doubt, no Option shall lapse pursuant to this Rule 8.3(b) in the event of any transfer of employment of a Participant between the Group;
  - (c) the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of an Option; or
  - (d) the company by which he is employed ceasing to be a company within the Group, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group.

## **9. TAKE-OVER AND WINDING-UP OF THE COMPANY**

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

whereupon the Option then remaining unexercised shall lapse.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Companies Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participant until the expiry of such specified date or the expiry of the Exercise Period relating thereto, whichever is earlier. Any Option not so exercised shall lapse, provided that the rights of acquisition or obligations to acquire shall have been exercised or performed, as the case may be. If such rights or obligations have not been exercised or performed, the Option shall, notwithstanding Rule 8, remain exercisable until the expiry of the Exercise Period relating thereto.

- 9.2 If under any applicable laws, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, each Participant shall be entitled, notwithstanding Rule 8 but subject to Rule 9.5, to exercise any Option then held by him, in respect of such number of Shares comprised in that Option as may be determined by the Share Options Committee in its absolute discretion, during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Exercise Period relating thereto), whereupon the Option shall lapse and become null and void.
- 9.3 If an order is made for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- 9.4 In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it dispatches such notice to each member of the Company give notice thereof to all Participants (together with a notice of the existence of the provision of this Rule 9.4) and thereupon, each Participant (or his personal representative(s)) shall be entitled to exercise all or any of his Options at any time not later than two business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the Aggregate Subscription Cost whereupon the Company shall as soon as possible and in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to that Participant credited as fully paid.
- 9.5 If in connection with the making of a general offer referred to in Rule 9.1 or the scheme referred to in Rule 9.2 or the winding-up referred to in Rule 9.4, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, as yet not exercised, may not, at the discretion of the Share Options Committee, be permitted to exercise that Option as provided for in this Rule 9.
- 9.6 To the extent that an Option is not exercised within the periods referred to in this Rule 9, it shall lapse and become null and void.

## **10. EXERCISE OF OPTIONS, ALLOTMENT AND LISTING OF SHARES**

- 10.1 Subject to Rule 8.1, an Option may be exercised, in whole or in part, by a Participant giving notice in writing to the Company in, or substantially in, the form set out in Schedule C of the Rules, subject to such modification as the Share Options Committee may from time to time determine. Such notice must be accompanied by payment in cash for the Aggregate Subscription Cost in respect of the Shares for which that Option is exercised and any other documentation the Share Options Committee may require. An Option shall be deemed to be exercised upon receipt by the Company of the said notice, duly completed, and the Aggregate

Subscription Cost. All payments made shall be made by cheque, cashiers' order, banker's draft or postal order made out in favour of the Company or such other mode of payment as may be acceptable to the Company.

- 10.2 Subject to all such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to the compliance with the terms of the Scheme and the Constitution of the Company, the Company shall, within 10 Market Days after the exercise of an Option, allot the relevant Shares and despatch the relevant share certificates by ordinary post or such other mode to CDP as the Share Options Committee may deem fit. The Company shall, as soon as practicable after such allotment, apply to the SGX-ST for permission to deal in and for quotation of such Shares, if necessary.
- 10.3 Shares which are allotted on the exercise of an Option by a Participant shall be issued in the name of CDP to the credit of the securities account of that Participant which is maintained with CDP, the securities sub-account of that Participant which is maintained with a Depository Agent or the CPF investment account which is maintained with a CPF agent bank.
- 10.4 Shares allotted and issued on exercise of an Option shall:
- (a) be subject to all provisions of the Constitution of the Company; and
  - (b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant date upon which such exercise occurred, and shall, in all other respects, rank *pari passu* with other existing Shares then in issue.
- 10.5 The Company shall keep sufficient unissued Shares available to satisfy the full exercise of all Options for the time being remaining capable of being exercised.
- 10.6 Subject to the Companies Act and the Mainboard Rules, the Company shall have the flexibility to deliver Shares to Participants upon the exercise of their respective Options by way of:
- (a) an issue and allotment of new Shares; and/or
  - (b) subject to applicable laws, the transfer of existing Shares, including any Shares acquired by the Company pursuant to a share purchase mandate and/or held by the Company as treasury shares.

In determining whether to allot and issue new Shares or to purchase existing Shares for delivery to the Participants upon the exercise of their respective Options, the Share Options Committee will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing Market Price of the Shares and the financial effect on the Company of either issuing new Shares or purchasing existing Shares.

## 11. LIMITATION ON THE SIZE OF THE SCHEME

The total number of Shares over which the Share Options Committee may grant Options on any date, when added to the aggregate number of Shares issued and issuable, or transferred and to be transferred, in respect of the following:

- (a) all Options granted under the Scheme; and
- (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force),

shall not exceed 15.0% of the total number of all issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time) on the day preceding that date, and shall be subject to any limits as stipulated under the Mainboard Rules.

Shares which are the subject of Options which have lapsed for any reason whatsoever may be the subject of further Options granted by the Share Options Committee under the Scheme.

In addition, pursuant to Rules 845(2) and 845(3) of the Mainboard Rules respectively:

- (a) the aggregate number of Shares comprised under the Options available to the Controlling Shareholders and their Associates shall not exceed 25.0% of the Shares available under the Scheme; and
- (b) the number of Shares comprised under the Options available to each Controlling Shareholder or his Associate shall not exceed 10.0% of the Shares available under the Scheme.

It should however be noted that this does not indicate that the Share Options Committee will definitely grant Options under the Scheme up to the abovementioned prescribed limits. The Share Options Committee will exercise its discretion in deciding the number of Options to be granted to each Participant under the Scheme.

## **12. ADJUSTMENT EVENTS**

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

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

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

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

12.3 Notwithstanding the provisions of Rule 12.1:

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

12.4 Upon any adjustment required to be made pursuant to this Rule 12, the Company shall notify the Participant (or his duly appointed personal representative(s), where applicable) in writing and deliver to him (or his duly appointed personal representative(s), where applicable) a statement setting forth the Exercise Price thereafter in effect and class and/or number of Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

### **13. ADMINISTRATION OF THE SCHEME**

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

### **14. NOTICES**

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

### **15. MODIFICATIONS TO THE SCHEME**

- 15.1 Any or all the provisions of the Scheme may be modified and/or altered at any time and from time to time by resolution of the Share Options Committee, except that:
- (a) no modification or alteration shall be made which would adversely affect the rights attaching to any Option granted prior to such modification or alteration, except with the consent in writing of such number of Participants who, if they exercised their respective Options in full, would thereby become entitled to not less than 75.0% of the total number of all the Shares which would fall to be allotted upon exercise in full of all outstanding Options (if any);



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

15.2 Notwithstanding anything to the contrary contained in this Rule 15, the Share Options Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the Scheme, in any way and to the extent necessary, to cause the Scheme to comply with any statutory provision, or the provision or the regulation of any regulatory or relevant authority or body (including the SGX-ST).

15.3 Written notice of any modification or alteration made in accordance with this Rule 15 shall be given to all Participants but accidental omission to give notice to any Participant shall not invalidate any such modifications or alterations.

## **16. TERMS OF EMPLOYMENT UNAFFECTED**

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

## **17. DURATION OF THE SCHEME**

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

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

17.3 Notwithstanding the expiry, termination or discontinuance of the Scheme, any Options granted to and duly accepted by Participants (as provided in Rule 6) prior to such expiry, termination or discontinuance will continue to remain valid whether such Options have been exercised (whether fully or partially), subject to any other applicable Rules capable of surviving termination.

## **18. TAXES**

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

## **19. COSTS AND EXPENSES OF THE SCHEME**

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



19.2 Save for the taxes referred to in Rule 18 and such other costs and expenses expressly provided in the Scheme to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issue of Shares pursuant to the exercise of any Option shall be borne by the Company.

## 20. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Share Options Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing the Shares or applying for or procuring the listing of the Shares on the SGX-ST in accordance with Rule 10.2.

## 21. DISCLOSURE IN ANNUAL REPORT

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

- (a) the names of the members of the Share Options Committee;
- (b) the information in respect of Options granted to the following Participants in the table set out below:
  - (i) Directors (except Independent Non-Executive Directors who are not eligible to participate in the Scheme);
  - (ii) if applicable, Participants who are Controlling Shareholders and their Associates; and
  - (iii) Participants, other than the persons in Rules 21(b)(i) and 21(b)(ii) above, who receive 5.0% or more of the total number of Shares available under the Scheme.

Name of Participant	Number of Options granted during financial year under review (including terms)	Aggregate Options granted since commencement of Scheme to end of financial year under review	Aggregate Options exercised since commencement of Scheme to end of financial year under review	Aggregate Options outstanding as at end of financial year under review

- (c) the number of Incentive Options during the financial year under review in the following bands:

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

- (d) such other information as may be required by the Companies Act or the Mainboard Rules.

If any of the disclosures in this Rule 21 is not applicable, an appropriate negative statement will be included in the Company's annual report.

**22. ABSTENTION FROM VOTING**

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

**23. DISPUTES**

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

**24. GOVERNING LAW**

The Scheme shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting Options in accordance with the Scheme, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

**REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**

**LETTER OF OFFER**

Serial No.: \_\_\_\_\_

Date: \_\_\_\_\_

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

Private and Confidential

Dear Sir/Madam,

1. We have the pleasure of informing you that, pursuant to the Rex International Employee Share Option Scheme (“**Share Option Scheme**”), you have been nominated to participate in the Share Option Scheme by the Share Options Committee (the “**Share Options Committee**”) appointed by the Board of Directors of Rex International Holding Limited (the “**Company**”) to administer the Share Option Scheme. Terms as defined in the Share Option Scheme shall have the same meanings when used in this letter.
2. Accordingly, in consideration of the payment of a sum of S\$1.00, an offer is hereby made to grant you an option (the “**Option**”), to subscribe for and be allotted \_\_\_\_\_ Shares at the price of S\$\_\_\_\_\_ for each Share.
3. The Option is personal to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the prior approval of the Share Options Committee.
4. The Option shall be subject to the terms of the Scheme, a copy of which is available for inspection at the business address of the Company.
5. If you wish to accept the offer of the Option on the terms of this letter, please sign and return the enclosed Acceptance Form with a sum of S\$1.00 not later than 5.00 p.m. on \_\_\_\_\_, failing which this offer will lapse.

Yours faithfully,  
For and on behalf of  
Rex International Holding Limited

-----  
Name:  
Designation:

**REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**  
**ACCEPTANCE FORM**

Serial No.: \_\_\_\_\_

Date: \_\_\_\_\_

To: The Share Options Committee,  
Rex International Employee Share Option Scheme

Closing Date for Acceptance of Offer: _____
Number of Shares Offered: _____
Exercise Price for each Share: S\$ _____
Total Amount Payable: S\$ _____

I have read your Letter of Offer dated \_\_\_\_\_ and agree to be bound by the terms of the Letter of Offer and the Share Option Scheme referred to therein. Terms defined in your Letter of Offer shall have the same meanings when used in this Acceptance Form.

I hereby accept the Option to subscribe for \_\_\_\_\_ Shares at S\$\_\_\_\_\_ for each Share. I enclose cash for S\$1.00 in payment for the purchase of the Option / I authorise my employer to deduct the sum of S\$1.00 from my salary in payment for the purchase of the Option.

I understand that I am not obliged to exercise the Option.

I confirm that my acceptance of the Option will not result in the contravention of any applicable law or regulation in relation to the ownership of shares in the Company or options to subscribe for such shares.

I agree to keep all information pertaining to the grant of the Option to me confidential.

I further acknowledge that you have not made any representation to induce me to accept the offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the offer.

**Please print in block letters**

Name in full : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

\*NRIC/Passport No. : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**Note:**

\* Delete accordingly

**REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**  
**FORM OF EXERCISE OF OPTION**

Total number of ordinary shares (the “Shares”) offered at S\$_____ for each Share (the “Exercise Price”) under the Scheme on (Date of Grant)	
Number of Shares previously allotted thereunder	
Outstanding balance of Shares to be allotted thereunder	
Number of Shares now to be subscribed	

To: The Share Options Committee,  
 Rex International Employee Share Option Scheme,

1. Pursuant to your Letter of Offer dated \_\_\_\_\_ and my acceptance thereof, I hereby exercise the Option to subscribe for \_\_\_\_\_ Shares in Rex International Holding Limited (the “Company”) at S\$\_\_\_\_\_ for each Share.
2. I enclose a \*cheque/cashier’s order/banker’s draft/postal order no. \_\_\_\_\_ for S\$\_\_\_\_\_ by way of subscription for the total number of the said Shares.
3. I agree to subscribe for the said Shares subject to the terms of the Letter of Offer, the Rex International Employee Share Option Scheme and the Constitution of the Company.
4. I declare that I am subscribing for the said Shares for myself and not as a nominee for any other person.
5. I request the Company to allot and issue the Shares in the name of The Central Depository (Pte) Limited (“CDP”) for credit of my \*Securities Account with CDP/Sub-Account with the Depository Agent/CPF investment account with my Agent Bank specified below and I hereby agree to bear such fees or other charges as may be imposed by CDP in respect thereof.

**Please print in block letters**

Name in full : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

\*NRIC/Passport No. : \_\_\_\_\_

\*Direct Securities Account No. : \_\_\_\_\_

OR

\*Sub-Account No. : \_\_\_\_\_

Name of Depository Agent : \_\_\_\_\_

OR

\*CPF Investment Account No. : \_\_\_\_\_

Name of Agent Bank : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**Note:**

\* Delete accordingly



## APPENDIX B – RULES OF REX INTERNATIONAL PERFORMANCE SHARE PLAN 2023

### 1. NAME OF THE PLAN

This Plan shall be called the “Rex International Performance Share Plan”.

### 2. DEFINITIONS

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

“Adoption Date”	The date on which the Plan is adopted by the Company in general meeting
“Associates”	Has the meaning ascribed to it in the Mainboard Rules
“Auditors”	The auditors for the time being of the Company
“Award”	A contingent award of Shares granted under Rule 5
“Award Letter”	A letter in such form as the Committee shall approve, confirming an Award granted to a Participant by the Committee
“Board”	The board of directors of the Company
“CDP”	The Central Depository (Pte) Limited
“Committee”	The committee comprising directors of the Company duly authorised, appointed and nominated by the Board to administer the Plan
“Companies Act”	The Companies Act 1967, as amended, modified or supplemented from time to time
“Company”	Rex International Holding Limited, a public company incorporated in Singapore with limited liability
“Constitution”	The constitution of the Company, as may be amended or modified from time to time
“control”	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlling Shareholder”	Has the meaning ascribed to it in the Mainboard Rules
“Date of Grant”	In relation to an Award, the date on which the Award is granted pursuant to Rule 5
“Director”	A person holding office as a director for the time being of the Company and/or any of its Subsidiaries, as the case may be
“Employee”	An employee of the Group selected by the Committee to participate in the Plan

<b>“Executive Director”</b>	A director for the time being of the Company and/or any of its Subsidiaries, holding office in an executive capacity in the Company and/or such Subsidiary
<b>“Group”</b>	The Company and its Subsidiaries
<b>“Independent Shareholders”</b>	Shareholders who are independent for the purposes of approving the Plan
<b>“Mainboard”</b>	The mainboard of the SGX-ST
<b>“Mainboard Rules”</b>	The rules of the Listing Manual applicable to issuers listed on the Mainboard, as amended, modified or supplemented from time to time
<b>“Market Day”</b>	A day on which the SGX-ST is open for trading of securities
<b>“Market Price”</b>	A price equals to the weighted average of the last dealt prices for a Share, as determined by reference to the daily official list or other publication published by the SGX-ST for the five (5) consecutive Market Days immediately preceding the date of grant of the Award and/or the Vesting Date, as the case may be
<b>“New Shares”</b>	The new Shares which may be allotted and issued from time to time pursuant to the release of Awards granted under the Plan
<b>“Non-Executive Director”</b>	A director (other than an Executive Director) from time to time of the Company and/or any of its Subsidiaries
<b>“Participant”</b>	The holder of an Award
<b>“Performance Condition”</b>	In relation to a Performance-related Award, the condition specified on the Date of Grant in relation to that Award
<b>“Performance-related Award”</b>	An Award in relation to which a Performance Condition is specified
<b>“Performance Period”</b>	In relation to a Performance-related Award, a period, the duration of which is to be determined by the Committee on the Date of Grant, during which the Performance Condition is to be satisfied
<b>“Plan”</b>	The Rex International Performance Share Plan, as the same may be modified or altered from time to time
<b>“Record Date”</b>	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)

<b>“Release”</b>	In relation to an Award, the release relating to that Award of all or some of the Shares to which that Award relates in accordance with Rule 7 and, to the extent that any Shares which are the subject of the Award are not released pursuant to Rule 7, the Award in relation to those Shares shall lapse accordingly, and “Released” shall be construed accordingly
<b>“Released Award”</b>	An Award which has been released in accordance with Rule 7
<b>“Rules”</b>	Rules of the Plan
<b>“SGX-ST”</b>	Singapore Exchange Securities Trading Limited
<b>“Securities Accounts”</b>	The securities account maintained by a Depositor with CDP
<b>“Shareholders”</b>	Registered holders of Shares, except where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares
<b>“Shares”</b>	Ordinary shares in the capital of the Company
<b>“Subsidiary”</b>	A company (whether incorporated within or outside Singapore and wheresoever resident) being a subsidiary for the time being of the Company within the meaning of Section 5 of the Companies Act
<b>“Trading Day”</b>	A day on which the Shares are traded on the SGX-ST
<b>“Vesting”</b>	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “Vest” and “Vested” shall be construed accordingly
<b>“Vesting Date”</b>	In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested pursuant to Rule 7
<b>“Vesting Period”</b>	In relation to an Award, a period or periods, the duration of which, if any, is to be determined by the Committee at the Date of Grant
<b>“S\$”</b>	Singapore dollars
<b>“%”</b>	Per centum or percentage

- 2.2 The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them, respectively, in Section 81SF of the Securities and Futures Act 2001 or any statutory modification thereof, as the case may be.
- 2.3 Words importing the singular number shall, where applicable, include the plural number and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender.
- 2.4 Any reference to a time of a day in the Plan is a reference to Singapore time.

2.5 Any reference in the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act and used in the Plan shall have the meaning assigned to it under the Companies Act.

### **3. OBJECTIVES OF THE PLAN**

3.1 The Plan is a performance incentive scheme which will form an integral part of the Group's incentive compensation programme and enable grants of fully paid Shares to be made to Participants as part of their remuneration in respect of their office, in lieu of cash.

3.2 The Plan will assist in attaining the following objectives:

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

### **4. ELIGIBILITY OF PARTICIPANTS**

4.1 A person (including an executive Director) shall, at the absolute discretion of the Committee, be eligible to participate in the Plan if satisfies the following requirements at the Date of Grant:

- (a) he is confirmed in his employment with the Group;
- (b) he has attained the age of 21 years on or before the Date of Grant; and
- (c) he is not an undischarged bankrupt and has not entered into a composition with his creditor(s).

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

4.3 Controlling Shareholders and their Associates who satisfy the eligibility requirements in Rule 4.1 or Rule 4.2 above, and who have contributed to the success and development of the Group, shall be eligible to participate in the Plan, provided that:

- (a) such persons' participation in the Plan is specifically approved by independent Shareholders in a separate resolution for each of such persons; and
- (b) the actual or maximum number of Shares to be granted to such persons and the terms of the Awards are specifically approved by Independent Shareholders in a separate resolution for each of such persons.

4.4 In determining the eligibility of Participants to participate in the Plan and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Plan and the Vesting Period, the Committee shall, subject to this Rule 4, and Rules 8 and 9, take into account the following:

- (a) the financial performance of the Group;

- (b) a Participant's overall remuneration package (including Shares awarded, or to be awarded, to that Participant under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force));
- (c) in respect of a Participant being an Employee, criteria such as his rank, job performance, potential for future development and his contribution to the success and development of the Group;
- (d) in respect of a Participant being a Non-Independent Non-Executive Director, criteria such as his contribution to the success and development of the Group; and
- (e) in respect of Performance-related Awards, the extent of effort required to achieve the Performance Condition within the Performance Period shall also be considered.

## **5. GRANT OF AWARDS**

5.1 Subject to Rule 8, the Committee may grant Awards, at any time and at its absolute discretion during the period when the Plan is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Awards may only be granted on or after the second Market Day from the date on which such announcement is released.

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

- (a) the Participant;
- (b) the Date of Grant;
- (c) the number of Shares which are the subject of the Award;
- (d) the prescribed Vesting Period(s) (including the commencement date(s) of such prescribed Vesting Period(s)), if any;
- (e) the extent to which Shares which are the subject of that Award shall be Released at the end of each prescribed Vesting Period, if any;
- (f) in the case of a Performance-related Award, the Performance Period and the Performance Condition; and
- (g) any other condition which the Committee may determine in relation to that Award.

5.3 The Committee may amend or waive the Vesting Period(s), if any, and, in the case of a Performance-related Award, the Performance Period and/or the Performance Condition in respect of any Award, as follows:

- (a) in the event of a general offer (whether conditional or unconditional) being made for all or any part of the Shares, or a scheme of arrangement or compromise between the Company and its Shareholders being sanctioned by the court of Singapore under the Companies Act, or a proposal to liquidate or sell all or substantially all of the assets of the Company; or
- (b) in the case of a Performance-related Award, if anything happens which causes the Committee to conclude that:
  - (i) a shorter Performance Period may be imposed where the Committee has determined that the Performance Condition has been satisfied;
  - (ii) a changed Performance Condition would be a fairer measure of performance, and would be no less difficult to satisfy; or

- (iii) the Performance Condition should be waived as the Participant has achieved a level of performance that the Committee considers satisfactory notwithstanding that the Performance Condition may not have been fulfilled; or
- (c) in the case of an Award with a Vesting Period, where the Committee may determine that it is appropriate to amend or waive the Vesting Period(s),

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

5.4 As soon as reasonably practicable after making an Award, the Committee shall send an Award Letter to each Participant confirming the Award and specifying the following in relation to the Award:

- (a) the Date of Grant;
- (b) the number of Shares which are the subject of the Award;
- (c) the prescribed Vesting Period(s) (including the commencement date(s) of such prescribed Vesting Period(s)), if any, and/or the Vesting Date;
- (d) the extent to which Shares which are the subject of the Award shall be released at the end of each prescribed Vesting Period, if any; and
- (e) in the case of a Performance-related Award, the Performance Period and the Performance Condition.

5.5 Participants are not required to pay for the grant of Awards.

5.6 An Award or Released Award shall be personal to the particular Participant to whom it is granted and no Award or Released Award or any rights thereunder shall be transferred, charged, assigned, pledged, mortgaged, encumbered or otherwise disposed of, in whole or in part, and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award, that Award or Released Award shall immediately lapse.

## **6. EVENTS PRIOR TO THE VESTING DATE**

6.1 An Award, to the extent there is a Vesting Period and it is not Released, shall forthwith become void and cease to have effect on the occurrence of any of the following events (and in such an event, the Participant shall have no claim whatsoever against the Company, its Directors or employees):

- (a) a Participant, being an Employee, ceases, for any reason whatsoever, to be in the employment of the Company and/or the relevant Subsidiary or in the event the company by which the Employee is employed ceases to be a company in the Group;
- (b) a Participant, being a Non-Independent Non-Executive Director, ceases, for any reason whatsoever, to be a director of the Company and/or the relevant Subsidiary, as the case may be;
- (c) upon the bankruptcy of the Participant or the happening of any other event which results in him being deprived of the legal or beneficial ownership of or interest in such Award; or
- (d) the death of a Participant;
- (e) a Participant commits any breach of any of the terms of his Award; and/or
- (f) misconduct on the part of a Participant, as determined by the Company in its discretion.

For the purpose of Rule 6.1(a) above, an Employee shall be deemed to have ceased to be in the employment of the Company or the Subsidiary (as the case may be) on the date on which he gives notice of termination of employment, unless prior to the date on which termination takes effect, the Employee has (with the consent of the Company or the Subsidiary (as the case may be)) withdrawn such notice.

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

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

the Committee may consider, at its discretion, whether or not to Release such Award. If the Committee decides to Release such Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Vesting Period(s) (if any) which has elapsed and the extent to which the Performance Condition (if any) has been satisfied. Where such Award is Released, the Committee will, as soon as practicable after such Release, procure, in accordance with Rule 7, the allotment or transfer to each Participant of the number of Shares so determined. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 7.

## **7. RELEASE OF AWARDS**

- 7.1 (a) In relation to each Performance-related Award, from time to time during the Performance Period, and no later than reasonably practicable after the end of the relevant Performance Period, the Committee shall review the Performance Condition specified in respect of that Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied.

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

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



The Company shall Release to the relevant Participant the Shares to which his Award relates on the Vesting Date, subject to the following:

- (i) in relation to a Performance-related Award, the Committee having determined that the Performance Condition has been satisfied;
  - (ii) the relevant Participant (being an Employee) having continued to be an Employee from the Date of Grant to the end of the relevant Vesting Period, if any;
  - (iii) the Committee being of the opinion that the job performance of the relevant Participant has been satisfactory;
  - (iv) such consents (including any approvals required by the SGX-ST) as may be necessary;
  - (v) compliance with the terms of the Award, the Plan, and the Constitution of the Company;
  - (vi) where Shares are to be allotted or transferred on the Release of an Award, the Participant having a securities account with CDP and complying with the applicable requirements of CDP; and
  - (vii) where New Shares are to be allotted on the Release of an Award, the Company being satisfied that the Shares which are the subject of the Released Award will be listed for quotation on the SGX-ST.
- (b) Shares which are the subject of a Released Award shall be Vested to a Participant on the Vesting Date, as follows:

- (i) in the case of an Award which is subject to Vesting Period(s), a Market Day falling as soon as practicable after the last day of the relevant Vesting Period, and where such an Award is also a Performance-related Award, the later of (x) a Market Day falling as soon as practicable after the last day of the relevant Vesting Period or (y) a Market Day falling as soon as practicable after the fulfilment of the Performance Condition(s) as determined by the Committee, but in any event, no later than a Market Day falling as soon as practicable after the last day of the relevant Performance Period;
- (ii) in the case of a Performance-related Award which is not subject to any Vesting Period, a Market Day falling as soon as practicable after the fulfilment of the Performance Condition(s) as determined by the Committee, but in any event, no later than a Market Day falling as soon as practicable after the last day of the relevant Performance Period; and
- (iii) in the case of an Award (other than a Performance-related Award) which is not subject to any Vesting Period, a Market Day falling as soon as practicable after the relevant Award Date,

and on the Vesting Date, the Committee will procure the allotment or transfer to each Participant of the number of Shares so determined.

- (c) Subject to the Companies Act and the Mainboard Rules, the Company shall have the flexibility to deliver Shares to Participants upon the Release of their respective Awards by way of:
- (i) the allotment and issue of New Shares, deemed to be fully paid or credited upon their respective allotment and issuance; and/or
  - (ii) subject to applicable laws, the transfer of existing Shares, including any Shares acquired by the Company pursuant to a share purchase mandate and/or held by the Company as treasury shares.



In determining whether to allot and issue New Shares or to purchase existing Shares for delivery to the Participants upon the Release of their respective Awards, the Committee will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing Market Price of the Shares and the financial effect on the Company of either issuing New Shares or purchasing existing Shares.

Where New Shares are allotted upon the Vesting of any Award, the Company shall, as soon as practicable after such allotment, apply to the SGX-ST for the listing and quotation of such Shares, if necessary.

- 7.2 Shares which are allotted or transferred on the Release of an Award to a Participant shall be issued in the name of, or transferred to, CDP to the credit of the securities account of that Participant which is maintained with CDP or the securities sub-account of that Participant which is maintained with a Depository Agent.
- 7.3 New Shares allotted and issued, and existing Shares procured by the Company on behalf of the Participants for transfer, upon the Release of their respective Awards shall:
- (a) be subject to all provisions of the Constitution of the Company; and
  - (b) rank in full for all entitlements, including dividends, rights, allotments or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the relevant Vesting Date, and shall, in all other respects, rank *pari passu* with other existing Shares then in issue.
- 7.4 The Committee may determine to make a Release of an Award, wholly or partly, in the form of cash rather than Shares which would otherwise have been Released to the Participant on the relevant Vesting Date, in which event the Company shall pay to the Participant as soon as practicable after such Vesting Date, in lieu of all or part of such Shares, the aggregate Market Price of such Shares on such Vesting Date.

## 8. LIMITATION ON THE SIZE OF THE PLAN

The total number of New Shares over which the Committee may grant Awards on any date, and the total number of existing Shares which may be purchased from the market for delivery pursuant to Release of Awards granted under the Plan, when added to the aggregate number of Shares issued and issuable, or transferred and to be transferred, in respect of the following:

- (a) all Awards granted under the Plan; and
- (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force),

shall not exceed 15.0% of the total number of all issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time) on the day preceding that date, and shall be subject to any limits as stipulated under the Mainboard Rules.

In addition, pursuant to Rules 845(2) and 845(3) of the Mainboard Rules respectively:

- (a) the aggregate number of Shares comprised under the Awards available to the Controlling Shareholders and their Associates shall not exceed 25.0% of the Shares available under the Plan; and
- (b) the number of Shares comprised under the Awards available to each Controlling Shareholder or his Associate shall not exceed 10.0% of the Shares available under the Plan.

It should however be noted that this does not indicate that the Committee will definitely grant Awards under the Plan up to the abovementioned prescribed limits. The Committee will exercise its discretion in deciding the number of Awards to be granted to each Participant under the Plan.

## **9. ADJUSTMENT EVENTS**

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

- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested and the rights attached thereto; and/or
- (b) the class and/or number of Shares in respect of which Awards may be granted under the Plan,

may, at the discretion of the Committee, be adjusted in such manner as the Committee may determine to be appropriate.

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

9.3 Notwithstanding the provisions of Rule 9.1:

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

9.4 Upon any adjustment required to be made pursuant to this Rule 9, the Company shall notify the Participant (or his duly appointed personal representative(s), where applicable) in writing and deliver to him (or his duly appointed personal representative(s), where applicable) a statement setting forth the class and/or number of Shares thereafter to be issued or transferred on the Vesting of an Award and the date on which such adjustment shall take effect.

9.5 Notwithstanding the provisions of Rule 9.1 or that no adjustment is required under the provisions of the Plan, the Committee may, in any circumstances where it considers that no adjustment should be made, that it should take effect on a different date or that an adjustment should be made to any of the matters referred to in Rule 9.1 above, notwithstanding that no adjustment is required under the said provisions (as the case may be), request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate (as the case may be) and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be, in their opinion, appropriate.

## **10. ADMINISTRATION OF THE PLAN**

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

10.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan, to give effect to the provisions of the Plan and/or to enhance the benefit of the Awards and the Released Awards to the Participants, as the Committee may, in its absolute discretion, think fit.

10.3 The Company shall bear the costs of establishing and administering the Plan.

## **11. NOTICES**

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

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

11.3 Any notice or other communication sent by post:

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

## **12. MODIFICATIONS TO THE PLAN**

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

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

12.2 Notwithstanding anything to the contrary contained in Rule 12.1, the Committee may, at any time by resolution (and without other formality, save for the prior approval of the SGX-ST), amend or alter the Plan, in any way to the extent necessary, to cause the Plan to comply with any statutory provision or the provision or the regulation of any regulatory or relevant authority or body (including the SGX-ST).

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

### **13. TERMS OF EMPLOYMENT UNAFFECTED**

Notwithstanding the provisions of any other Rule:

- (a) the Plan or any Award shall not form part of any contract of employment between the Company and/or any Subsidiary and/or any Employee and the rights and obligations of any individual under the terms of the office or employment with any such company shall not be affected by his participation in the Plan or any right which he may have to participate in it or any Award which he may be granted and the Plan or any Award shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever (whether lawful or not); and
- (b) the Plan shall not confer on any person any legal or equitable rights (other than those constituting the Awards themselves) against the Company and/or any Subsidiary directly or indirectly or give rise to any cause of action at law or in equity against any such company, its directors or employees.

### **14. DURATION OF THE PLAN**

- 14.1 The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Plan may, subject to applicable laws and regulations, continue beyond the above stipulated period with the Shareholders' approval by ordinary resolution at a general meeting and approval of any relevant authorities which may then be required.
- 14.2 The Plan may be terminated, at any time and at its discretion, by the Committee or by ordinary resolution of Shareholders at a general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be granted by the Company hereunder.
- 14.3 Notwithstanding the expiry, termination or discontinuance of the Plan, any Awards granted to Participants (as provided in Rule 5) prior to such expiry, termination or discontinuance will continue to remain valid whether such Awards have been Released (whether fully or partially), subject to any other applicable Rules capable of surviving termination.

### **15. ANNUAL REPORT DISCLOSURE**

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

- (a) the names of the members of the Committee;
- (b) information as required in the table below for the following Participants:
  - (i) Directors (except Independent Non-Executive Directors who are not eligible to participate in the Plan);
  - (ii) Participants who are Controlling Shareholders or Associates of the Controlling Shareholders; and
  - (iii) Participants, other than the persons in Rule 15(b)(i) or 15(b)(ii) above, who receive Awards comprising Shares representing 5.0% or more of the aggregate of:
    - (A) total number of New Shares available under the Plan; and
    - (B) the total number of existing Shares purchased for delivery of Awards Released under the Plan.

Name of Participant	Number of New Shares allotted pursuant to Release of Awards under the Plan during financial year under review (including terms)	Number of existing Shares purchased for delivery pursuant to Release of Awards under the Plan during financial year under review (including terms)	(For Rule 15(b)(iii)(A) only) Number of Shares delivered pursuant to the Awards Released during financial year under review (including terms)	(For Rule 15(b)(iii)(A) only) Aggregate number of Shares comprised in Awards granted since commencement of Plan to end of financial year under review	(For Rule 15(b)(iii)(A) only) Aggregate number of Shares comprised in Awards which have Vested since commencement of Plan to end of financial year under review	Aggregate number of New Shares allotted and existing Shares purchased for delivery since commencement of the Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review

(c) in relation to the Plan, the following particulars:

- (i) the aggregate number of Shares comprised in Awards granted since the commencement of the Plan to the end of the financial year under review;
- (ii) the aggregate number of Shares comprised in Awards which have Vested during the financial year under review and in respect of such Awards, the proportion of:
  - (A) New Shares issued; and
  - (B) where applicable, existing Shares purchased, including the range of prices at which such Shares have been purchased,

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

(d) such other information as may be required by the Companies Act or the Mainboard Rules.

If any of the disclosures in this Rule 15 is not applicable, an appropriate negative statement will be included in the Company's annual report.

## 16. ABSTENTION FROM VOTING

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

## 17. TAXES, COSTS AND EXPENSES OF THE PLAN

17.1 Notwithstanding anything herein, each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a CDP Depository Agent.

17.2 The Participants shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or Vesting of the relevant Award. All taxes (including income tax) arising from the grant or Vesting of any Award under the Plan shall be borne by that Participant. The Company shall not be responsible for any failure by the Participant to obtain any such consent or for any tax or other liability to which the Participant may become subject as a result of his participation in the Plan.

**18. DISCLAIMER OF LIABILITY**

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

**19. DISPUTES**

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

**20. GOVERNING LAW**

The Plan shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by being granted Awards in accordance with the Plan, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

## REX INTERNATIONAL HOLDING LIMITED

(the “Company”)

(Company Number: 201301242M)

(Incorporated in the Republic of Singapore)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

*All capitalised terms in this Notice of EGM which are not defined herein shall have the same meaning as ascribed to them in the Company’s circular to its shareholders dated 6 September 2023 (the “Circular”).*

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting (the “EGM”) of Rex International Holding Limited will be held at Conference One, Level 2, PARKROYAL COLLECTION Pickering, 3 Upper Pickering Street, Singapore 058289 on Thursday, 28 September 2023 at 3.00 p.m. (Singapore time) for the purpose of considering and, if thought fit, passing (with or without modifications), the following resolutions:

#### **ORDINARY RESOLUTION 1: THE PROPOSED ADOPTION OF THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**

THAT:

- (a) the employee share option scheme to be known as the “Rex International Employee Share Option Scheme 2023” (the “**2023 ESOS**”), the rules of which (the “**2023 ESOS Rules**”) have been appended to and a summary of which is set out in the Circular and under which options (the “**Options**”) will be granted to such persons to subscribe for Shares in the Company on such terms and conditions and in accordance with the 2023 ESOS Rules, be and is hereby approved and adopted; and
- (b) the Directors and/or the Share Options Committee to administer the 2023 ESOS, be and are hereby authorised as follows:
  - (i) to establish and administer the 2023 ESOS;
  - (ii) to modify and/or amend the 2023 ESOS from time to time, provided that such modifications and/or amendments are effected in accordance with the 2023 ESOS Rules and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the 2023 ESOS;
  - (iii) in accordance with Section 161 of the Companies Act, to offer and grant Options in accordance with the 2023 ESOS Rules and to allot and issue or deliver, from time to time, such number of new Shares required pursuant to the exercise of the Options under the 2023 ESOS (provided that the aggregate number of Shares made available pursuant to the 2023 ESOS, the 2023 PSP (as defined below) and any other share-based incentive schemes or share plans of the Company, shall not exceed 15% of the total number of issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time);
  - (iv) subject to the same being allowed by law, to apply any Share purchased or acquired under any share purchase mandate and to deliver such existing Shares towards the satisfaction of the Options granted under the 2023 ESOS; and
  - (v) to complete and do all acts and things (including executing such documents as may be required) as they may consider necessary, desirable or expedient to give effect to or for the purposes of this resolution or as they shall deem fit in the interests of the Company.

(See Explanatory Note 1)

#### **ORDINARY RESOLUTION 2: THE PROPOSED OFFER AND GRANT OF OPTIONS AT A DISCOUNT UNDER THE REX INTERNATIONAL EMPLOYEE SHARE OPTION SCHEME**

THAT:

- (a) subject to and contingent upon the passing of Ordinary Resolution 1, approval be and is hereby given for Options to be granted under the 2023 ESOS with exercise prices set at a discount not exceeding 20% of the Market Price (as defined below) for the Shares at the time of the grant of the Option, provided that such discount does not exceed the relevant limits set by the SGX-ST from time to time; and



- (b) in this notice, the term “**Market Price**” means a price equals to the average of the closing market prices of a Share over the last five (5) Market Days (on which transactions in the Shares were recorded) immediately preceding the Date of Offer of that Option, as determined by the Share Options Committee by reference to the daily official list or any other publication by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices. The term “**Market Day**” means a day on which the SGX-ST is open for trading in securities.

**ORDINARY RESOLUTION 3: THE PROPOSED ADOPTION OF THE REX INTERNATIONAL PERFORMANCE SHARE PLAN**

THAT:

- (a) the performance share plan to be known as the “Rex International Performance Share Plan 2023” (the “**2023 PSP**”), the rules of which (the “**2023 PSP Rules**”) have been appended to and a summary of which is set out in the Circular and under which awards of Shares in the Company (the “**Awards**”) will be granted on such terms and conditions and in accordance with the 2023 PSP Rules, be and is hereby approved and adopted; and
- (b) the Directors and/or the Share Plan Committee to administer the 2023 PSP, be and are hereby authorised as follows:
- (i) to establish and administer the 2023 PSP;
- (ii) to modify and/or amend the 2023 PSP from time to time, provided that such modifications and/or amendments are effected in accordance with the 2023 PSP Rules and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the 2023 PSP;
- (iii) in accordance with Section 161 of the Companies Act, to grant Awards in accordance with the 2023 PSP Rules and to allot and issue or deliver, from time to time, such number of new Shares required pursuant to the Vesting of the Awards under the 2023 PSP (provided that the aggregate number of Shares made available pursuant to the 2023 PSP, the 2023 ESOS (as defined above) and any other share-based incentive schemes or share plans of the Company, shall not exceed 15% of the total number of issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time);
- (iv) subject to the same being allowed by law, to apply any Share purchased or acquired under any share purchase mandate and to deliver such existing Shares towards the satisfaction of the Awards granted under the 2023 PSP; and
- (v) to complete and do all acts and things (including executing such documents as may be required) as they may consider necessary, desirable or expedient to give effect to or for the purposes of this resolution or as they shall deem fit in the interests of the Company.

(See Explanatory Note 2)

**By Order of the Board**  
**Rex International Holding Limited**

Kong Wei Fung  
Company Secretary

6 September 2023

## EXPLANATORY NOTES:

- (1) Ordinary Resolution 1, if passed, will empower the Directors and Share Options Committee to grant Options, from the ESOS Adoption Date for a maximum period of 10 years, or until the date on which the 2023 ESOS is terminated by the Share Options Committee or by ordinary resolution of Shareholders at a general meeting, provided that the total number of Shares over which the Share Options Committee may grant Options on any date, when added to the aggregate number of Shares issued and issuable, or transferred and to be transferred (as the case may be) in respect of (a) all Options granted under the 2023 ESOS; and (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force) shall not exceed 15% of the total number of all issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time) on the day preceding that date.

Subject to the relevant provisions regarding eligibility, limitations and adjustment events in the 2023 ESOS Rules, the aggregate number of Shares in respect of which Options may be offered to a Grantee for subscription in accordance with the 2023 ESOS shall be determined at the discretion of the Share Options Committee, who shall take into account, in respect of the Grantee, criteria such as the rank and responsibilities within the Group, performance, years of service or appointment, potential for future development of the Grantee and the performance of the Company.

The Exercise Price for each Share in respect of which an Option is exercisable shall also be determined by the Share Options Committee, in its absolute discretion, on the Date of Offer at (a) in the case of a Market Price Option, a price equal to the Market Price; or (b) in the case of an Incentive Option, a price which is set at a discount to the Market Price, provided that (i) the maximum discount shall not exceed 20% of the Market Price (or such other percentage or amount as may be determined by the Share Options Committee and permitted by the SGX-ST); and (ii) the Shareholders in a general meeting shall have authorised, in a separate ordinary resolution, the making of offers and grants of Options under the 2023 ESOS at a discount not exceeding such maximum discount (please refer to Ordinary Resolution 2 for such separate ordinary resolution being proposed).

Notwithstanding the above, if a variation in the issued ordinary share capital of the Company (whether by way of a bonus issue or rights issue, capital reduction, subdivision or consolidation of shares or distribution or otherwise) shall take place, the following shall be adjusted in such manner as the Share Options Committee may determine to be appropriate: (a) the Exercise Price of the Shares, class and/or number of Shares comprised in an Option to the extent unexercised; and/or (b) the class and/or number of Shares over which Options may be granted under the 2023 ESOS.

Further information on the Proposed ESOS is set out in the Circular.

- (2) Ordinary Resolution 3, if passed, will empower the Directors and Share Plan Committee to grant Awards, from the PSP Adoption Date for a maximum period of 10 years, or until the date on which the 2023 PSP is terminated by the Share Plan Committee or by ordinary resolution of Shareholders at a general meeting, provided that the total number of Shares over which the Share Plan Committee may grant Awards on any date, and the total number of existing Shares which may be purchased from the market for delivery pursuant to the Release of Awards granted under the 2023 PSP, when added to the aggregate number of Shares issued and issuable, or transferred and to be transferred (as the case may be), in respect of (a) all Awards granted under the 2023 PSP; and (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force) shall not exceed 15% of the total number of all issued Shares (excluding any treasury shares and subsidiary holdings that may be held by the Company from time to time) on the day preceding that date.

In determining the number of Shares which are the subject of each Award to be granted to a PSP Participant in accordance with the 2023 PSP and the Vesting Period, the Share Plan Committee shall, subject to the relevant provisions regarding eligibility, limitations and adjustment events in the 2023 PSP Rules, take into account (a) the financial performance of the Group; (b) a PSP

Participant's overall remuneration package (including Shares awarded, or to be awarded, to that PSP Participant under any other share option, share incentive, performance share or restricted share plan implemented by the Company (if any and for the time being in force)); (c) in respect of a PSP Participant being an Employee, criteria such as his rank, job performance, potential for future development and his contribution to the success and development of the Group; (d) in respect of a PSP Participant being a Non-Independent Non-Executive Group Director, criteria such as his contribution to the success and development of the Group; and (e) in respect of Performance-related Awards, the extent of effort required to achieve the Performance Condition within the Performance Period.

Subject to the Companies Act and the Mainboard Rules, the Company shall have the flexibility to deliver Shares to PSP Participants upon the Release of their respective Awards by way of (a) an allotment and issue of new Shares, deemed to be fully paid or credited upon their respective allotment and issue; and/or (b) subject to applicable laws, the transfer of existing Shares, including any Shares acquired by the Company pursuant to a share purchase mandate and/or held by the Company as treasury shares. In determining whether to allot and issue new Shares or to purchase existing Shares for delivery to the PSP Participants upon the Release of their respective Awards, the Share Plan Committee will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares and the financial effect on the Company of either issuing new Shares or purchasing existing Shares. The Share Plan Committee shall also have the flexibility and power to, if the circumstances require, make a Release of an Award wholly or partly in the form of cash rather than Shares.

Notwithstanding the above, if a variation in the issued ordinary share capital of the Company (whether by way of a bonus issue or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, the following may be adjusted in such manner as the Share Plan Committee may determine to be appropriate: (a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested and the rights attached thereto; and/or (b) the class and/or number of Shares in respect of which Awards may be granted under the 2023 PSP.

Further information on the Proposed PSP is set out in the Circular.

## NOTES:

### Appointment of Proxies

A Shareholder entitled to attend, speak and vote at the EGM, who is not a relevant intermediary (as defined in Section 181 of the Companies Act), is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her/its stead. Where a Shareholder appoints more than one (1) proxy, the Shareholder must specify the proportion of shareholding (expressed as a percentage of the whole) to be represented by each proxy. If no proportion of shareholdings is specified, the proxy whose name appears first shall be deemed to carry one hundred per cent (100%) of the shareholdings of his/her/its appointor and the proxy whose name appears after shall be deemed to be appointed in the alternate.

A Shareholder who is a relevant intermediary entitled to attend, speak and vote at the EGM is entitled to appoint more than two (2) proxies to attend and vote instead of the Shareholder, but each proxy must be appointed to exercise the rights attached to a different Share or Shares held by such Shareholder. Where such Shareholder appoints more than two (2) proxies, it should annex to the Proxy Form the list of proxies, setting out, in respect of each proxy, the name, address, NRIC/Passport Number and proportion of shareholdings (number of Shares and percentage) in relation to which each proxy has been appointed.

CPF and SRS investors:

- (a) may attend, speak and vote at the EGM in person; or
- (b) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by 3.00 p.m. on Monday, 18 September 2023, being seven (7) working days before the date of the EGM, in which case, the CPF and SRS investors shall be precluded from attending the EGM.

Investors holding shares through Relevant Intermediaries (other than CPF/SRS investors) who wish to attend, speak and vote at the EGM should approach their relevant intermediaries as soon as possible to specify their voting instructions or make necessary arrangement to be appointed as proxy.

Shareholders may also vote at the EGM by appointing the Chairman of the EGM as his/her/its proxy to vote on their behalf.

The duly executed proxy form must be submitted in the following manner:

- (a) if submitted by post, via lodgement at the office of the Company's Share Registrar, Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) at 80 Robinson Road, #11-02, Singapore 068898; or
- (b) if submitted electronically, via email to the Company's Share Registrar at [sg.is.proxy@sg.tricorglobal.com](mailto:sg.is.proxy@sg.tricorglobal.com),

in each case, no later than 26 September 2023, 3.00 p.m., being not less than 48 hours before the time fixed for holding the EGM and in default, the instrument of proxy shall not be treated as valid.

**Shareholders are strongly encouraged to submit completed proxy forms electronically via email.**

In the case of Shareholders whose Shares are entered against their names in the Depository Register, the Company may reject any proxy form lodged if such Shareholders are not shown to have Shares entered against their names in the Depository Register as at 72 hours before the time fixed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.

### Submission of questions in advance of, or live at, the EGM

Shareholders, Proxyholders, and CPF and SRS investors who wish to ask questions should do so in the following manner:

- (a) attending the EGM in person; or
- (b) by submitting to the Chairman of the EGM, in advance of the EGM, questions relating to the Ordinary Resolutions to be tabled for approval at the EGM.

Shareholders, Proxyholders, and CPF and SRS investors are encouraged to submit, in advance of the EGM, questions relating to the Ordinary Resolutions in the following manner to the Company only by 5.00 p.m. on Monday, 18 September 2023:

- (a) via email at [info@rexih.com](mailto:info@rexih.com); or
- (b) by post to 1 George Street, #14-01, Singapore 049145, and attention to Rex EGM.

Shareholders, Proxyholders, and CPF and SRS investors who submit questions must provide the following information for authentication:

1. the Shareholder's full name;
2. the Shareholder's address;
3. the number of Shares held; and
4. the manner in which the Shareholder holds Shares in the Company (e.g., via CDP, CPF or SRS).

All substantive and relevant questions relating to the Ordinary Resolutions to be tabled for approval at the EGM received by the submission deadline, 18 September 2023, will be addressed and published by 21 September 2023 via SGXNet and at the Company's website at <https://www.rexih.com>. This is to allow Shareholders sufficient time and opportunity to consider the Company's responses before the deadline for the submission of proxy forms, which is 3.00 p.m. on 26 September 2023. Any subsequent clarification sought, or substantive and relevant questions which are submitted after 5.00 p.m. on 18 September 2023 will be consolidated and addressed at the EGM.

### Voting

Shareholders can vote at the EGM themselves or through their duly appointed proxy(ies).

Upon their registration at the EGM venue, Shareholders, including CPF and SRS investors, and (where applicable) duly appointed proxy(ies), will be provided with a handheld device for electronic voting at the physical meeting.

### Further information

A proxy need not be a Shareholder. The Chairman of the EGM, as proxy, need not be a Shareholder.

The Circular, this Notice of EGM and the proxy form (collectively, the "**Documents**") will be sent to Shareholders by electronic means via publication on the Company's corporate website at <https://investor.rexih.com> and are also made available on SGXNet at <https://www.sgx.com/securities/company-announcements>. Printed copies of the Notice of EGM and the Proxy Form will be sent by post to Shareholders. Printed copies of the Circular will only be sent upon request.

The Company reserves the right to take such precautionary measures as may be appropriate at the EGM, including any precautionary measures as may be required or recommended by government agencies or the Singapore Exchange Regulation from time to time, at short notice. Shareholders are advised to regularly check the Company's website at <https://investor.rexih.com> or announcements released on SGXNet for updates on the EGM.

## **PERSONAL DATA PRIVACY**

By (a) submitting a proxy form appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof; or (b) submitting any question prior to the EGM, a Shareholder (i) agrees that he/she/it will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of his/her/its breach of warranty; and (ii) consents to the collection, use and disclosure of the Shareholder's and/or the proxy's/proxies' personal data by the Company (or its agents or service providers) for the purposes of:

- I. processing and administering the proxy forms for the EGM (including any adjournment thereof);
- II. addressing selected substantive questions from Shareholders received before the EGM and if necessary, following up with the relevant Shareholders in relation to such questions;
- III. preparing and compiling the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof); and
- IV. enabling the Company (or its agents or service providers) to comply with any applicable laws, listing, rules, regulations and/or guidelines.

**REX INTERNATIONAL HOLDING LIMITED**(Incorporated in the Republic of Singapore)  
(Company Registration No.: 201301242M)**EXTRAORDINARY GENERAL MEETING  
PROXY FORM****IMPORTANT:**

- The Extraordinary General Meeting ("EGM") will be held in a wholly physical format at the venue, date and time stated below. There will be no option to participate virtually.
- The notice of EGM ("Notice") and this form of proxy ("Proxy Form") have been made available on the Company's website at <https://investor.rexih.com> and on the SGX website at <https://www.sgx.com/securities/company-announcements>. Printed copies of the Notice and the Proxy Form will be sent by post to Shareholders. Printed copies of the Circular will only be sent upon request.
- This Proxy Form is not valid for use by investors who buy shares using CPF monies ("CPF Investors") and/or SRS monies ("SRS investors") (as may be applicable) and shall be ineffective for all intents and purposes if used or purported to be used by them.

I/We\* \_\_\_\_\_ (Name) \_\_\_\_\_ (NRIC/Passport No./  
Company Registration No.) of \_\_\_\_\_ (Address)  
being a member/members\* of REX INTERNATIONAL HOLDING LIMITED (the "Company"), hereby appoint

Name	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

and/or \*

Name	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

or, failing whom, the Chairman of the EGM\* as my/our\* proxy/proxies to attend and to vote for or against, or to abstain from voting on the Ordinary Resolutions to be proposed at the EGM as indicated hereunder, for me/us\* on my/our\* behalf, at the EGM to be held at Conference One, Level 2, PARKROYAL COLLECTION Pickering, 3 Upper Pickering Street, Singapore 058289 on Thursday, 28 September 2023 at 3.00 p.m. (Singapore time) and at any adjournment thereof. If no specific directions as to voting are given, the proxy/proxies will vote or abstain from voting at his/her/their discretion, as he/she/they may on any other matter arising at the EGM.

No.	ORDINARY RESOLUTIONS	For <sup>#</sup>	Against <sup>#</sup>	Abstain <sup>#</sup>
1.	To approve the Proposed ESOS.			
2.	To approve the Proposed Discount.			
3.	To approve the Proposed PSP.			

**Notes:**

\* Delete accordingly

<sup>#</sup> Voting will be conducted by poll. If you wish to exercise all your votes "For" or "Against" the relevant resolution, please indicate with "X" within the relevant box provided. Alternatively, please indicate the number of votes "For" or "Against" in the "For" or "Against" box in respect of the resolution. If you wish the proxy to abstain from voting on the resolution, please indicate with "X" in the "Abstain" box for the resolution. Alternatively, please indicate the number of votes that your proxy is directed to abstain from voting in the "Abstain" box for the particular resolution. Where the Chairman of the EGM is appointed as proxy and in the absence of specific directions in respect of the resolution, the appointment of the Chairman of the EGM as your proxy for the resolution will be treated as invalid.

Dated this \_\_\_\_\_ day of September 2023

Total No. of Shares in	No. of Shares
CDP Register	
Register of members	

\_\_\_\_\_  
Signature of Member(s) or Common Seal**IMPORTANT: Please Read Notes for this Proxy Form.**



**NOTES:**

1. A shareholder of the Company (“**Shareholder**”) entitled to attend, speak and vote at the EGM, who is not a relevant intermediary (as defined in Section 181 of the Companies Act 1967), is entitled to appoint one (1) or two (2) proxies to attend and vote in his/her/its stead. Where a Shareholder appoints more than one (1) proxy, the Shareholder must specify the proportion of shareholding (expressed as a percentage of the whole) to be represented by each proxy. If no proportion of shareholdings is specified, the proxy whose name appears first shall be deemed to carry one hundred per cent (100%) of the shareholdings of his/her/its appointor and the proxy whose name appears after shall be deemed to be appointed in the alternate.
2. A Shareholder who is a relevant intermediary entitled to attend, speak and vote at the EGM is entitled to appoint more than two (2) proxies to attend and vote instead of the Shareholder, but each proxy must be appointed to exercise the rights attached to a different share in the Company (“**Share**”) or Shares held by such Shareholder. Where such Shareholder appoints more than two (2) proxies, it should annex to the Proxy Form the list of proxies, setting out, in respect of each proxy, the name, address, NRIC/Passport Number and proportion of shareholdings (number of Shares and percentage) in relation to which each proxy has been appointed.
3. A proxy need not be a Shareholder. The Chairman of the EGM, as proxy, need not be a Shareholder.
4. The duly executed Proxy Form must be submitted in the following manner:
  - (a) if submitted by post, via lodgement at the office of the Company’s Share Registrar, Tricor Barbinder Share Registration Services (a division of Tricor Singapore Pte Ltd) at 80 Robinson Road, #11-02, Singapore 068898; or
  - (b) if submitted electronically, via email to the Company’s Share Registrar at [sg.is.proxy@sg.tricorglobal.com](mailto:sg.is.proxy@sg.tricorglobal.com),in each case, by 3.00 p.m. on 26 September 2023, being not less than 48 hours before the time appointed for holding the EGM and in default, the instrument of proxy shall not be treated as valid.

**Shareholders are strongly encouraged to submit completed proxy forms electronically via email.**

5. The Proxy Form must be executed under the hand of the appointor or of his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed either under its common seal or under the hand of an attorney or a duly authorised officer or in such manner as appropriate under applicable laws, failing which the instrument may be treated as invalid.
6. Where the Proxy Form is signed or authorised on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the Proxy Form, failing which the instrument may be treated as invalid.
7. CPF Investors and/or SRS investors: (a) may attend, speak and vote at the EGM in person; or (b) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks and/or SRS Operators to submit their voting instructions by 3.00 p.m. on 18 September 2023, being seven (7) working days before the EGM, in which case, the CPF and SRS investors shall be precluded from attending the EGM.
8. Completion and return of the Proxy Form shall not preclude a Shareholder from attending, speaking and voting at the EGM. Any appointment of a proxy or proxies shall be deemed to be revoked if a Shareholder attends the EGM, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the Proxy Form to the EGM.
9. A Shareholder should insert the total number of Shares held in the Proxy Form. If the Shareholder has Shares entered against his/her name in the Depository Register maintained by The Central Depository (Pte) Limited (“**CDP**”), he/she should insert that number of Shares. If the Shareholder has Shares registered in his/her name in the Register of Members of the Company, he/she should insert that number of Shares. If the Shareholder has Shares entered against his/her name in the Depository Register and registered in his/her name in the Register of Members, he/she should insert the aggregate number of Shares. If no number is inserted, the Proxy Form will be deemed to relate to all the Shares held by the Shareholder.
10. Any reference to a time of day is made by reference to Singapore time.

**GENERAL:**

The Company shall be entitled to reject the Proxy Form if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the Proxy Form (such as in the case where the appointor submits more than one (1) instrument of proxy). In addition, in the case of a member whose Shares are entered against his/her name in the Depository Register, the Company may reject any Proxy Form lodged if such members are not shown to have Shares as entered against his/her name in the Depository Register as at 72 hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.

**PERSONAL DATA PRIVACY:**

By submitting the Proxy Form, the shareholder accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 6 September 2023.