

CIRCULAR DATED 4 APRIL 2014

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

If you have sold all your ordinary shares in the capital of Oversea-Chinese Banking Corporation Limited (the “Bank”), please forward this Circular and the attached Proxy Form immediately to the purchaser or to the agent through whom the sale was effected for onward transmission to the purchaser.

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



OVERSEA-CHINESE BANKING CORPORATION LIMITED

(Incorporated in Singapore)

Company Registration Number: 193200032W

CIRCULAR TO SHAREHOLDERS

IN RELATION TO

- (1) THE PROPOSED RENEWAL OF THE SHARE PURCHASE MANDATE; AND**
- (2) THE PROPOSED EXTENSION OF, AND ALTERATIONS TO,
THE OCBC EMPLOYEE SHARE PURCHASE PLAN**

IMPORTANT DATES AND TIMES

| | | |
|--|---|--|
| Last date and time for lodgement of Proxy Form | : | 22 April 2014 at 3.00 p.m. |
| Date and time of Extraordinary General Meeting | : | 24 April 2014 at 3.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Seventy-Seventh Annual General Meeting of the Bank to be held at 2.30 p.m. on the same day and at the same place) |
| Place of Extraordinary General Meeting | : | Orchard Hotel Singapore Level 3 442 Orchard Road Singapore 238879 |

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Definitions

In this Circular, the following definitions apply throughout unless otherwise stated:

| | |
|----------------------------------|--|
| “Banking Act” | : The Banking Act, Chapter 19 of Singapore. |
| “CAR” | : Capital Adequacy Ratio computed according to the requirements prescribed in MAS 637 — “Notice on Risk Based Capital Adequacy Requirements for Banks Incorporated in Singapore” dated 14 September 2012. |
| “CDP” | : The Central Depository (Pte) Limited. |
| “CPF” | : Central Provident Fund. |
| “2013 Circular” | : The Bank’s Circular to Shareholders dated 5 April 2013. |
| “Companies Act” | : The Companies Act, Chapter 50 of Singapore. |
| “Directors” | : The directors of the Bank for the time being. |
| “EGM” | : The extraordinary general meeting of the Bank, notice of which is given on pages 30 to 32 of this Circular. |
| “2013 EGM” | : The extraordinary general meeting of the Bank held on 25 April 2013. |
| “EPS” | : Earnings per Ordinary Share. |
| “Group” | : The Bank and its subsidiaries. |
| “Latest Practicable Date” | : The latest practicable date prior to the printing of this Circular, being 5 March 2014. |
| “5% Limit” | : The 5% limit referred to in paragraph 2.9(b) of the Letter to Shareholders contained in this Circular. |
| “Listing Manual” | : The listing manual of the SGX-ST, including any amendments made thereto up to the Latest Practicable Date. |
| “Market Day” | : A day on which the SGX-ST is open for trading in securities. |
| “Market Purchase” | : An on-market purchase of Ordinary Shares by the Bank effected on the SGX-ST, or on any other stock exchange on which the Ordinary Shares may for the time being be listed and quoted, through one or more duly licensed dealers appointed by the Bank for the purpose. |
| “MAS” | : Monetary Authority of Singapore. |
| “Maximum Price” | : The maximum price to be paid for Ordinary Shares as determined by the Directors under paragraph 2.3.4 of the Letter to Shareholders contained in this Circular. |
| “OCBC” or the “Bank” | : Oversea-Chinese Banking Corporation Limited. |
| “OCBC ESPP” | : The OCBC Employee Share Purchase Plan, as amended or modified from time to time. |
| “OCBC SOS 2001” | : The OCBC Share Option Scheme 2001, as amended or modified from time to time. |

Definitions

- “Off-Market Purchase”** : An off-market purchase of Ordinary Shares by the Bank effected otherwise than on a stock exchange, in accordance with an equal access scheme.
- “Ordinary Shares”** : Ordinary shares in the capital of the Bank.
- “ROE”** : Return on equity.
- “Securities Accounts”** : Securities accounts maintained by Depositors with CDP, but not including securities sub-accounts maintained with a Depository Agent.
- “SGX-ST”** : Singapore Exchange Securities Trading Limited.
- “Share Options”** : Options to acquire new Ordinary Shares granted pursuant to the OCBC SOS 2001.
- “Share Purchase Mandate”** : The mandate to enable the Bank to purchase or otherwise acquire its issued Ordinary Shares.
- “Shareholders”** : Registered holders of Ordinary Shares except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Ordinary Shares and where the context admits, mean the Depositors whose Securities Accounts are credited with Ordinary Shares.
- “Take-over Code”** : The Singapore Code on Take-overs and Mergers.
- “S\$”, “\$” and “cents”** : Singapore dollars and cents, respectively.
- “%” or “per cent.”** : Per centum or percentage.

The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 130A of the Companies Act.

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

Any reference in this Circular 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 not otherwise defined in this Circular shall have the same meaning assigned to it under the Companies Act or any statutory modification thereof, as the case may be.

The headings in this Circular are inserted for convenience only and shall be ignored in construing this Circular.

Any reference to a time of day in this Circular is made by reference to Singapore time unless otherwise stated.

Any discrepancies in the tables in this Circular between the listed amounts and the totals thereof are due to rounding.

Letter to Shareholders

OVERSEA-CHINESE BANKING CORPORATION LIMITED

(Incorporated in Singapore)

Company Registration Number: 193200032W

Directors:

Cheong Choong Kong (*Non-executive Chairman*)
Bobby Chin Yoke Choong (*Independent Director*)
David Philbrick Conner (*Non-executive Director*)
Fang Ai Lian (*Independent Director*)
Lai Teck Poh (*Independent Director*)
Lee Seng Wee (*Non-executive Director*)
Lee Tih Shih (*Non-executive Director*)
Ooi Sang Kuang (*Independent Director*)
Quah Wee Ghee (*Independent Director*)
Pramukti Surjandaja (*Non-executive Director*)
Tan Ngiap Joo (*Independent Director*)
Teh Kok Peng (*Independent Director*)
Samuel Nag Tsien (*Executive Director and CEO*)
Wee Joo Yeow (*Independent Director*)

Registered Office:

65 Chulia Street #06-00
OCBC Centre
Singapore 049513

4 April 2014

To: The Shareholders of
Oversea-Chinese Banking Corporation Limited

Dear Sir/Madam

1. INTRODUCTION

1.1 **EGM.** The Directors are convening an EGM to be held on 24 April 2014 to seek Shareholders' approval for the following proposals:

- (a) the proposed renewal of the Share Purchase Mandate; and
 - (b) the proposed extension of, and alterations to, the OCBC Employee Share Purchase Plan,
- (the "Proposals").

1.2 **Circular.** The purpose of this Circular is to provide Shareholders with information relating to the Proposals to be tabled at the EGM.

2. THE PROPOSED RENEWAL OF THE SHARE PURCHASE MANDATE

2.1 **Background.** Shareholders had approved the renewal of the Share Purchase Mandate at the 2013 EGM. The authority and limitations on the Share Purchase Mandate were set out in the 2013 Circular and the Ordinary Resolution set out in the Notice of the 2013 EGM.

The Share Purchase Mandate was expressed to take effect on the date of the passing of the Ordinary Resolution at the 2013 EGM and will expire on the date of the forthcoming Seventy-Seventh Annual General Meeting to be held on 24 April 2014. Accordingly, Shareholders' approval is being sought for the renewal of the Share Purchase Mandate at the EGM, immediately following the Seventy-Seventh Annual General Meeting of the Bank convened to be held on the same date.

2.2 **Rationale for the Share Purchase Mandate.** The Share Purchase Mandate will accord OCBC the opportunity and flexibility to undertake share repurchases at any time, subject to market conditions, during the period when the Share Purchase Mandate is in force. The rationale for the Bank to undertake the purchase or acquisition of its Ordinary Shares is as follows:

- (a) the Share Purchase Mandate will give OCBC the flexibility to adjust its capital structure. With a Share Purchase Mandate, the Bank could achieve a more efficient capital mix to lower its cost of equity and improve ROE;

Letter to Shareholders

- (b) the Share Purchase Mandate will provide the Bank with greater flexibility in managing its surplus capital. To the extent that the Bank has surplus capital and funds which are in excess of its requirements, the Share Purchase Mandate will facilitate the return of surplus cash in an expedient and cost efficient manner; and
- (c) the Bank will have the flexibility to purchase or acquire Ordinary Shares for the purposes of meeting delivery obligations pursuant to its employee share schemes.

The purchase or acquisition of Ordinary Shares will only be undertaken if it can benefit the Bank and Shareholders. No purchase or acquisition of Ordinary Shares will be made in circumstances which would have or may have a material adverse effect on the liquidity and capital adequacy positions of the Bank and the Group and/or affect the status of the Bank as a public limited company listed on the SGX-ST.

2.3 **Authority and Limits of the Share Purchase Mandate.** The authority and limitations placed on the Share Purchase Mandate, if renewed at the EGM, are the same as were previously approved by Shareholders at the 2013 EGM. These are summarised below:

2.3.1 *Maximum Number of Ordinary Shares*

The total number of Ordinary Shares which may be purchased or acquired by the Bank pursuant to the Share Purchase Mandate is limited to that number of Ordinary Shares representing not more than 5% of the issued Ordinary Shares of the Bank as at the date of the EGM at which the renewal of the Share Purchase Mandate is approved. Any Ordinary Shares which are held as treasury shares will be disregarded in the computation of the 5% limit.

Purely for illustrative purposes, on the basis of 3,441,176,885 Ordinary Shares in issue as at the Latest Practicable Date, and disregarding 7,170,396 Ordinary Shares held in treasury as at the Latest Practicable Date, and assuming that:

- (a) no further Ordinary Shares are issued pursuant to the exercise of exercisable Share Options;
- (b) no further Ordinary Shares are issued pursuant to the acquisition of Ordinary Shares under the OCBC ESPP; and
- (c) no further Ordinary Shares are purchased or acquired by the Bank and no Ordinary Shares purchased or acquired by the Bank are held as treasury shares,

on or prior to the EGM, not more than 171,700,324 Ordinary Shares (representing 5% of the Ordinary Shares in issue (disregarding the Ordinary Shares held in treasury) as at that date) may be purchased or acquired by the Bank pursuant to the proposed Share Purchase Mandate.

2.3.2 *Duration of Authority*

Purchases or acquisitions of Ordinary Shares may be made, at any time and from time to time, on and from the date of the EGM, at which the renewal of the Share Purchase Mandate is approved, up to:

- (a) the date on which the next Annual General Meeting of the Bank is held or required by law to be held;
- (b) the date on which the authority conferred by the Share Purchase Mandate is revoked or varied; or
- (c) the date on which purchases and acquisitions of Ordinary Shares pursuant to the Share Purchase Mandate are carried out to the full extent mandated,

whichever is the earliest.

2.3.3 *Manner of Purchases or Acquisitions of Ordinary Shares*

Purchases or acquisitions of Ordinary Shares may be made by way of:

- (a) Market Purchases; and/or
- (b) Off-Market Purchases.

The Directors may impose such terms and conditions which are not inconsistent with the Share Purchase Mandate, the Listing Manual and the Companies Act as they consider fit in the interests of the Bank in connection with or in relation to any equal access scheme or schemes.

An Off-Market Purchase must, however, satisfy all the following conditions:

- (i) offers for the purchase or acquisition of Ordinary Shares shall be made to every person who holds Ordinary Shares to purchase or acquire the same percentage of their Ordinary Shares;
- (ii) all of those persons shall be given a reasonable opportunity to accept the offers made; and

- (iii) the terms of all the offers shall be the same, except that there shall be disregarded (1) differences in consideration attributable to the fact that offers may relate to Ordinary Shares with different accrued dividend entitlements and (2) differences in the offers introduced solely to ensure that each person is left with a whole number of Ordinary Shares.

If the Bank wishes to make an Off-Market Purchase in accordance with an equal access scheme, it will issue an offer document containing at least the following information:

- (I) terms and conditions of the offer;
- (II) period and procedures for acceptances; and
- (III) information required under Rules 883(2), (3), (4), (5) and (6) of the Listing Manual.

2.3.4 **Purchase Price**

The purchase price (excluding brokerage, commission, applicable goods and services tax and other related expenses) to be paid for an Ordinary Share will be determined by the Directors. The Maximum Price to be paid for the Ordinary Shares as determined by the Directors must not exceed:

- (a) in the case of a Market Purchase, 105% of the Average Closing Price of the Ordinary Shares; and
- (b) in the case of an Off-Market Purchase, 110% of the Average Closing Price of the Ordinary Shares,

in either case, excluding related expenses of the purchase or acquisition. For the above purposes:

“Average Closing Price” means the average of the last dealt prices of an Ordinary Share for the five consecutive Market Days on which the Ordinary Shares are transacted on the SGX-ST or, as the case may be, such stock exchange on which the Ordinary Shares are listed or quoted, immediately preceding the date of the Market Purchase by the Bank or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted in accordance with the listing rules of the SGX-ST for any corporate action which occurs after the relevant five-day period; and

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

- 2.4 **Status of Purchased Ordinary Shares.** The Ordinary Shares purchased or acquired by the Bank shall be deemed cancelled immediately on purchase or acquisition, and all rights and privileges attached to those Ordinary Shares will expire on cancellation, unless such Ordinary Shares are held by the Bank as treasury shares. Accordingly, the total number of issued Ordinary Shares will be diminished by the number of Ordinary Shares purchased or acquired by the Bank, which are cancelled and are not held as treasury shares.

- 2.5 **Treasury Shares.** Ordinary Shares purchased or acquired by the Bank may be held or dealt with as treasury shares. Some of the provisions on treasury shares under the Companies Act are summarised below:

2.5.1 **Maximum Holdings**

The number of Ordinary Shares held as treasury shares cannot at any time exceed 10% of the total number of issued Ordinary Shares.

2.5.2 **Voting and Other Rights**

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

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

2.5.3 **Disposal and Cancellation**

Where Ordinary Shares purchased or acquired by the Bank are held as treasury shares, the Bank may at any time but subject always to the Take-over Code:

Letter to Shareholders

- (a) sell the treasury shares for cash;
- (b) transfer the treasury shares for the purposes of or pursuant to an employees' share scheme;
- (c) transfer the treasury shares as consideration for the acquisition of shares in or assets of another company or assets of a person;
- (d) cancel the treasury shares; or
- (e) sell, transfer or otherwise use the treasury shares for such other purposes as may be prescribed by the Minister for Finance.

Under Rule 704(28) of the Listing Manual, an immediate announcement must be made of any sale, transfer, cancellation and/or use of treasury shares. Such announcement must include details such as the date of the sale, transfer, cancellation and/or use of such treasury shares, the purpose of such sale, transfer, cancellation and/or use of such treasury shares, the number of treasury shares which have been sold, transferred, cancelled and/or used, the number of treasury shares before and after such sale, transfer, cancellation and/or use, the percentage of the number of treasury shares against the total number of issued shares (of the same class as the treasury shares) which are listed on the SGX-ST before and after such sale, transfer, cancellation and/or use, and the value of the treasury shares if they are used for a sale or transfer, or cancelled.

- 2.6 **Source of Funds.** The Bank may purchase or acquire its Ordinary Shares out of capital, as well as from its distributable profits.

The Bank intends to use its internal sources of funds to finance its purchase or acquisition of Ordinary Shares. The Directors do not propose to exercise the Share Purchase Mandate in such a manner and to such extent that the liquidity and capital of the Group would be materially adversely affected.

- 2.7 **Financial Effects.** The financial effects on the Group arising from purchases or acquisitions of Ordinary Shares which may be made pursuant to the proposed Share Purchase Mandate will depend on, *inter alia*, whether the Ordinary Shares are purchased or acquired out of capital or profits of the Bank, the number of Ordinary Shares purchased or acquired, the price at which such Ordinary Shares were purchased or acquired and whether the Ordinary Shares purchased or acquired are held in treasury or cancelled. The financial effects on the Group based on the audited financial accounts of the Group for the financial year ended 31 December 2013 are based on the assumptions set out below.

2.7.1 **Purchase or Acquisition out of Capital or Profits**

Under the Companies Act, purchases or acquisitions of Ordinary Shares by the Bank may be made out of the Bank's profits and/or capital so long as the Bank is solvent.

Where the consideration (excluding brokerage, commission, applicable goods and services tax and other related expenses) paid by the Bank for the purchase or acquisition of Ordinary Shares is made out of profits, such consideration will correspondingly reduce the amount available for the distribution of cash dividends by the Bank.

Where the consideration (excluding brokerage, commission, applicable goods and services tax and other related expenses) paid by the Bank for the purchase or acquisition of Ordinary Shares is made out of capital, the amount available for the distribution of cash dividends by the Bank will not be reduced.

2.7.2 **Maximum Price Paid for Ordinary Shares Acquired or Purchased**

Based on the existing issued Ordinary Shares as at the Latest Practicable Date (and disregarding the Ordinary Shares held in treasury), the purchase by the Bank of 5% of its issued Ordinary Shares will result in the purchase or acquisition of 171,700,324 Ordinary Shares.

Assuming that the Bank purchases or acquires the 171,700,324 Ordinary Shares at the Maximum Price, the maximum amount of funds required is approximately:

- (a) in the case of Market Purchases of Ordinary Shares, S\$1,715.29 million based on S\$9.99 for one Ordinary Share (being the price equivalent to 5% above the Average Closing Price of the Ordinary Shares traded on the SGX-ST for the five consecutive Market Days immediately preceding the Latest Practicable Date); and
- (b) in the case of Off-Market Purchases of Ordinary Shares, S\$1,797.70 million based on S\$10.47 for one Ordinary Share (being the price equivalent to 10% above the Average Closing Price of the Ordinary Shares traded on the SGX-ST for the five consecutive Market Days immediately preceding the Latest Practicable Date).

2.7.3 *Whether the Ordinary Shares are Cancelled or Held in Treasury*

The financial effects on the Group arising from purchases or acquisitions of Ordinary Shares will also depend on whether the Ordinary Shares purchased or acquired are cancelled or held in treasury.

2.7.4 *Illustrative Financial Effects*

For illustrative purposes only, on the basis of the assumptions set out above as well as the following:

- (a) the Share Purchase Mandate had been effective on 1 January 2013;
- (b) 1,123,855 Ordinary Shares delivered for a total consideration of S\$6.36 million pursuant to the exercise of Share Options between 1 January 2014 and the Latest Practicable Date had been delivered on 1 January 2013 against the transfer of 1,123,855 Ordinary Shares held in treasury;
- (c) 73,363 Ordinary Shares delivered for a total consideration of S\$0.64 million pursuant to the acquisition of Ordinary Shares made pursuant to the OCBC ESPP between 1 January 2014 and the Latest Practicable Date had been delivered on 1 January 2013 against the transfer of 73,363 Ordinary Shares held in treasury;
- (d) no Ordinary Shares were purchased between 1 January 2014 and the Latest Practicable Date; and
- (e) the purchase consideration is funded by the Bank from excess funds hitherto deployed in the interbank market with an average effective yield of 0.32% before tax and the tax rate is assumed to be 17%,

the financial effects on the audited financial accounts of the Group for the financial year ended 31 December 2013 would have been as follows:

Scenario 1

Market Purchases of up to 5% at 105% of the Average Closing Price

| | Group | |
|--|------------------------------|-----------------------------|
| | Before Share Purchase | After Share Purchase |
| | S\$'000 | S\$'000 |
| Total Shareholders' Equity | 25,122,555 | 23,402,768 |
| Ordinary Shareholders' Equity | 23,726,724 | 22,006,937 |
| Number of Ordinary Shares ('000) | 3,434,006 | 3,262,306 |
| Weighted average number of Ordinary Shares ('000) | 3,434,219 | 3,262,519 |
| Net profit attributable to Shareholders ⁽¹⁾ | 2,767,584 | 2,763,083 |
| Financial Ratios | | |
| Net Asset Value per Ordinary Share (S\$) | 6.91 | 6.75 |
| EPS (S\$) | 0.78 | 0.82 |
| ROE (%) | 11.0 | 11.8 |
| Common Equity Tier 1 ("CET1") CAR (%) ⁽²⁾ | 14.5 | 13.4 |
| Tier 1 CAR (%) ⁽²⁾ | 14.5 | 13.4 |
| Total CAR (%) ⁽²⁾ | 16.3 | 15.1 |

Letter to Shareholders

Scenario 2

Off-Market Purchases of up to 5% at 110% of the Average Closing Price

| | Group | |
|--|-----------------------|----------------------|
| | Before Share Purchase | After Share Purchase |
| | S\$'000 | S\$'000 |
| Total Shareholders' Equity | 25,122,555 | 23,320,135 |
| Ordinary Shareholders' Equity | 23,726,724 | 21,924,304 |
| Number of Ordinary Shares ('000) | 3,434,006 | 3,262,306 |
| Weighted average number of Ordinary Shares ('000) | 3,434,219 | 3,262,519 |
| Net profit attributable to Shareholders ⁽¹⁾ | 2,767,584 | 2,762,867 |
| Financial Ratios | | |
| Net Asset Value per Ordinary Share (S\$) | 6.91 | 6.72 |
| EPS (S\$) | 0.78 | 0.82 |
| ROE (%) | 11.0 | 11.8 |
| CET1 CAR (%) ⁽²⁾ | 14.5 | 13.3 |
| Tier 1 CAR (%) ⁽²⁾ | 14.5 | 13.3 |
| Total CAR (%) ⁽²⁾ | 16.3 | 15.1 |

Notes:

⁽¹⁾ The lower net profit attributable to Shareholders after a share purchase is because the Bank would no longer earn interest on the excess funds used for the purchase of its Ordinary Shares, which, in the above illustration, is accorded an average effective yield of 0.32% per annum before tax of 17%. However, the ROE will increase.

⁽²⁾ The capital adequacy ratios are computed based on MAS' Basel III transitional rules for 2013.

Shareholders should note that the financial effects set out above are based on the audited financial accounts of the Group for the financial year ended 31 December 2013 and are for illustration only. The results of the Group for the financial year ended 31 December 2013 may not be representative of future performance.

Although the Share Purchase Mandate would authorise the Bank to purchase or acquire up to 5% of the issued Ordinary Shares (excluding Ordinary Shares held in treasury), the Bank may not necessarily purchase or acquire or be able to purchase or acquire the entire 5% of the issued Ordinary Shares (excluding Ordinary Shares held in treasury). In addition, the Bank may cancel or hold in treasury all or part of the Ordinary Shares purchased or acquired.

The Bank will take into account both financial and non-financial factors (for example, stock market conditions and the performance of the Ordinary Shares) in assessing the relative impact of a share purchase before execution.

2.8 **Listing Status of the Ordinary Shares.** The Listing Manual requires a listed company to ensure that at least 10% of the total number of issued shares (excluding treasury shares, preference shares and convertible equity securities) in a class that is listed is at all times held by public shareholders. As at the Latest Practicable Date, approximately 65.4% of the issued Ordinary Shares (excluding Ordinary Shares held in treasury) are held by public Shareholders. Accordingly, the Bank is of the view that there is a sufficient number of the Ordinary Shares in issue (excluding Ordinary Shares held in treasury) held by public Shareholders which would permit the Bank to undertake purchases or acquisitions of its Ordinary Shares through Market Purchases up to the full 5% limit pursuant to the proposed Share Purchase Mandate without affecting the listing status of the Ordinary Shares on the SGX-ST, and that the number of Ordinary Shares remaining in the hands of the public will not fall to such a level as to cause market illiquidity.

2.9 **Shareholding Limits.** The Banking Act provides, *inter alia*, that, on or after 18 July 2001:

- (a) no person shall become a substantial shareholder of a designated financial institution without first obtaining the approval of the Minister for Finance;
- (b) no person shall enter into any agreement or arrangement, whether oral or in writing and whether express or implied, to act together with any person with respect to the acquisition, holding or disposal of, or the exercise of rights in relation to, their interests in voting shares of an aggregate of 5% or more of the total votes attached to all voting shares in a designated financial institution, without first obtaining the approval of the Minister for Finance; and

- (c) no person shall be a 12% controller or a 20% controller of a designated financial institution without first obtaining the approval of the Minister for Finance.

For the purposes of the Banking Act:

“designated financial institution” means (i) a bank incorporated in Singapore; or (ii) a financial holding company;

“substantial shareholder” of a designated financial institution means a person who has a substantial shareholding in the designated financial institution. A person has a substantial shareholding in a designated financial institution if (i) he has an interest or interests in one or more voting shares in the designated financial institution; and (ii) the total votes attached to that share, or those shares, is not less than 5% of the total votes attached to all the voting shares in the designated financial institution;

“12% controller” means a person, not being a 20% controller, who alone or together with his associates, (i) holds not less than 12% of the total number of issued shares in the designated financial institution; or (ii) is in a position to control voting power of not less than 12% in the designated financial institution; and

“20% controller” means a person who, alone or together with his associates, (i) holds not less than 20% of the total number of issued shares in the designated financial institution; or (ii) is in a position to control voting power of not less than 20% in the designated financial institution.

The shareholding percentage of a holder of Ordinary Shares (whose Ordinary Shares were not the subject of a share purchase or acquisition by the Bank) in the issued share capital of the Bank immediately following any purchase or acquisition of Ordinary Shares will increase should the Bank cancel the Ordinary Shares purchased or acquired by the Bank.

Similarly, the percentage of voting rights of a holder of Ordinary Shares (whose Ordinary Shares were not the subject of a share purchase or acquisition by the Bank) in the issued share capital of the Bank immediately following any purchase or acquisition of Ordinary Shares will increase should the Bank hold in treasury the Ordinary Shares purchased or acquired by the Bank.

The Bank wishes to draw the attention of Shareholders to the following consequences of a purchase or acquisition of Ordinary Shares by the Bank pursuant to the Share Purchase Mandate, if the renewal of the Share Purchase Mandate is approved by Shareholders:

A purchase or acquisition of Ordinary Shares by the Bank may inadvertently cause the interest in the Ordinary Shares of any person to reach or exceed the 5% limit or cause any person to become a substantial shareholder, a 12% controller or a 20% controller.

Shareholders whose shareholdings are close to the limits set out in the Banking Act **are advised to seek the prior approval of the MAS** to continue to hold, on such terms as may be imposed by the MAS, the Ordinary Shares representing the number of Ordinary Shares which they may hold in excess of any of such limits, as a consequence of a purchase or acquisition of Ordinary Shares by the Bank. Shareholders who are in any doubt as to the action that they should take should consult their professional adviser.

- 2.10 **Take-over Implications.** Appendix 2 of the Take-over Code contains the Share Buy-Back Guidance Note. The take-over implications arising from any purchase or acquisition by the Bank of its Ordinary Shares are set out below:

2.10.1 ***Obligation to Make a Take-over Offer***

If, as a result of any purchase or acquisition by the Bank of its Ordinary Shares, the proportionate interest in the voting capital of the Bank of a Shareholder and persons acting in concert with him increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Take-over Code. Consequently, a Shareholder or a group of Shareholders acting in concert with a Director could obtain or consolidate effective control of the Bank and become obliged to make an offer under Rule 14 of the Take-over Code.

2.10.2 ***Persons Acting in Concert***

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

Unless the contrary is established, the Take-over Code presumes, *inter alia*, the following individuals and companies to be persons acting in concert with each other:

- (a) the following companies:
- (i) a company;
 - (ii) the parent company of (i);

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- (iii) the subsidiaries of (i);
 - (iv) the fellow subsidiaries of (i);
 - (v) the associated companies of any of (i), (ii), (iii) or (iv);
 - (vi) companies whose associated companies include any of (i), (ii), (iii), (iv) or (v); and
 - (vii) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the above for the purchase of voting rights; and
- (b) a company with any of its directors (together with their close relatives, related trusts as well as companies controlled by any of the directors, their close relatives and related trusts).

The circumstances under which the Shareholders, including the Directors and persons acting in concert with them respectively, will incur an obligation to make a take-over offer under Rule 14 of the Take-over Code after a purchase or acquisition of Ordinary Shares by the Bank are set out in Appendix 2 of the Take-over Code.

2.10.3 *Effect of Rule 14 and Appendix 2*

In general terms, the effect of Rule 14 and Appendix 2 of the Take-over Code is that, unless exempted, Directors and persons acting in concert with them will incur an obligation to make a take-over offer under Rule 14 if, as a result of the Bank purchasing or acquiring Ordinary Shares, the voting rights of such Directors and their concert parties would increase to 30% or more, or in the event that such Directors and their concert parties hold between 30% and 50% of the Bank's voting rights, if the voting rights of such Directors and their concert parties would increase by more than 1% in any period of six months. In calculating the percentages of voting rights of such Directors and their concert parties, treasury shares shall be excluded.

Under Appendix 2 of the Take-over Code, a Shareholder not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 if, as a result of the Bank purchasing or acquiring its Ordinary Shares, the voting rights of such Shareholder would increase to 30% or more, or, if such Shareholder holds between 30% and 50% of the Bank's voting rights, the voting rights of such Shareholder would increase by more than 1% in any period of six months. Such Shareholder need not abstain from voting in respect of the resolution authorising the Share Purchase Mandate.

Based on the interests of substantial Shareholders as recorded in the Register of Substantial Shareholders as at the Latest Practicable Date, none of the substantial Shareholders would become obliged to make a take-over offer for the Bank under Rule 14 of the Take-over Code as a result of the purchase or acquisition by the Bank of the maximum limit of 5% of its issued Ordinary Shares (excluding treasury shares) as at the Latest Practicable Date.

Shareholders who are in doubt as to their obligations, if any, to make a mandatory take-over offer under the Take-over Code as a result of any purchase or acquisition of Ordinary Shares by the Bank should consult the Securities Industry Council and/or their professional advisers at the earliest opportunity.

- 2.11 **Reporting Requirements.** Rule 886(1) of the Listing Manual specifies that a listed company shall report all purchases or acquisitions of its shares to the SGX-ST not later than 9.00 a.m. (a) in the case of a Market Purchase, on the market day following the day of purchase or acquisition of any of its shares and (b) in the case of an Off-Market Purchase under an equal access scheme, on the second market day after the close of acceptances of the offer. Such announcement must include, *inter alia*, the maximum number of shares authorised for purchase, the date of the purchase, the total number of shares purchased, the number of shares cancelled, the number of shares held as treasury shares, the purchase price per share or the highest and lowest prices paid for such shares (as applicable), the total consideration (including stamp duties and clearing charges) paid or payable for the shares, the number of shares purchased as at the date of announcement (on a cumulative basis), the number of issued shares excluding treasury shares and the number of treasury shares held after the purchase.
- 2.12 **Previous Purchases.** As at the Latest Practicable Date, the Bank had purchased or acquired an aggregate of 10,520,000 Ordinary Shares by way of Market Purchases pursuant to the Share Purchase Mandate approved by Shareholders at the 2013 EGM. The highest and lowest price paid was S\$11.20 and S\$9.69 per Ordinary Share respectively. The total consideration (excluding Goods and Services Tax) paid for all of the purchases was S\$109.38 million.

3. THE PROPOSED EXTENSION OF, AND ALTERATIONS TO, THE OCBC EMPLOYEE SHARE PURCHASE PLAN

- 3.1 **Background.** The OCBC ESPP, which is a savings-based share ownership plan, was approved and adopted at an extraordinary general meeting of the Bank held on 30 April 2004, for an initial duration of up to a maximum period of 10 years commencing on the date to be determined by the Directors as the commencement date of the OCBC ESPP. The commencement date was determined by the Directors to be 19 May 2004. The OCBC ESPP is accordingly due to expire on 18 May 2014.

Under the rules of the OCBC ESPP, the OCBC ESPP may continue beyond 18 May 2014 with the approval of the Bank by ordinary resolution in general meeting and of any relevant authorities which may be required.

Shareholders' approval is accordingly being sought for an extension of the duration of the OCBC ESPP for a further period of 10 years from (and including) 19 May 2014, namely, up to (and including) 18 May 2024.

- 3.2 **Rationale.** The OCBC ESPP is an integral part of the Bank's programme for employee compensation. The purpose of the OCBC ESPP is to provide eligible employees with an opportunity to increase their personal equity interest in the Bank by acquiring Ordinary Shares on favourable terms and to pay for such acquisitions through payroll and/or CPF deductions. Unlike share option plans, there is no specific grant of options over Ordinary Shares to specific employees. Participants of the OCBC ESPP may, in certain circumstances, elect to receive in cash, in lieu of Ordinary Shares, the profit derived from the sale of such Ordinary Shares, in accordance with the rules of the OCBC ESPP.

The OCBC ESPP will help to achieve the following positive objectives:

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

As the OCBC ESPP remains a key part of the Group's compensation arrangements, the Directors propose that the duration of the OCBC ESPP be extended for a further period of 10 years to (and including) 18 May 2024.

The Committee administering the OCBC ESPP has approved the proposed extension of the duration of the OCBC ESPP.

- 3.3 **Relevant features.** The following is a summary of the relevant features of the OCBC ESPP. Unless otherwise defined, terms used in this paragraph 3.3 and in paragraph 3.4 below have the same meanings as defined in the rules of the OCBC ESPP.

- (a) Group Employees have the opportunity to enroll in the OCBC ESPP in respect of an Offering Period (which shall be a 24-month period or such other period not exceeding 10 years as the Committee may prescribe in accordance with the rules of the OCBC ESPP) to acquire Ordinary Shares at an Acquisition Price which is determined prior to the commencement of the relevant Offering Period by making contributions either in cash, by means of monthly deductions from their monthly base salaries and/or designated accounts maintained with the Bank for the purposes of the OCBC ESPP, and/or (if the Committee so permits) by monthly debits from their CPF ordinary accounts.
- (b) A Participant's monthly contribution shall be:
 - (i) not less than \$50 (or such other amount as may be prescribed by the Committee); and
 - (ii) not more than (1) \$1,500 or (2) 10% of such Participant's monthly base salary, whichever is the lower (or such other amount or percentage as may be prescribed by the Committee).
- (c) Each Participant shall have an account maintained by the Bank designated the "Plan Account" and any amount deducted from a Participant's monthly base salary and/or his designated account, and/or debited from a Participant's CPF ordinary account shall be credited to that Plan Account, in accordance with the rules of the OCBC ESPP.
- (d) Amounts credited to a Participant's Plan Account shall accrue interest during the Offering Period at such rate per annum as may be prescribed by the Committee at the commencement of the applicable Offering Period.
- (e) A Participant may acquire Ordinary Shares in respect of an Offering Period in which he has enrolled for under the following circumstances:
 - (i) At the end of the Offering Period, if the average of the last dealt price of the Ordinary Shares on the SGX-ST over the last five (5) consecutive Trading Days of that Offering Period is equal to or higher than the Acquisition Price for each Ordinary Share for that Offering Period, then (unless the Participant shall have elected to not acquire the Ordinary Shares) the Participant shall be deemed to have elected to acquire the Ordinary Shares at the Acquisition Price.
 - (ii) At the end of the Offering Period, if the average of the last dealt price of the Ordinary Shares on the SGX-ST over the last five (5) consecutive Trading Days of that Offering Period is lower than the Acquisition Price for each Ordinary Share for that Offering Period, the entire amount credited to that Participant's Plan Account shall be refunded to him with accrued interest unless the Participant shall have elected to acquire Ordinary Shares by submitting an Acquisition Form in respect of such election which shall state the amount to be applied towards the acquisition of the Ordinary Shares.

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- (iii) At any one time after the first anniversary of the first day of that Offering Period, the Participant may (unless otherwise provided in the rules of the OCBC ESPP) elect to acquire Ordinary Shares at the Acquisition Price for each Ordinary Share for that Offering Period by submitting an Acquisition Form in respect of such election which shall state the amount to be applied towards the acquisition of the Ordinary Shares.
- (f) The Conversion Amount which may be applied towards the acquisition of the Ordinary Shares which the Participant shall be deemed to have elected, or shall have elected, to acquire shall not exceed the lower of:
 - (i) the amount standing to the credit of the Participant's Plan Account as at the last day of the relevant Offering Period or, as the case may be, the date of submission of his Acquisition Form; or
 - (ii) \$36,000 (or such other amount as may be prescribed by the Committee), less (where the determination of such amount is made on the last day of the relevant Offering Period) the amount stated in an Acquisition Form previously delivered by the Participant.

The number of Ordinary Shares which the Participant shall be deemed to have elected, or shall have elected, to acquire shall be determined by dividing the Conversion Amount by the Acquisition Price for the Ordinary Shares. The resulting number of Ordinary Shares shall be rounded down to the nearest whole Ordinary Share and will be acquired from the Bank with the funds then standing to the credit of the Participant's Plan Account.

- (g) Where a Participant is deemed to have elected, or has elected, to acquire Ordinary Shares pursuant to the rules of the OCBC ESPP, he may (in certain circumstances) make a Cash Election, pursuant to which he shall receive in cash, in lieu of the full number of the Ordinary Shares he would otherwise have received under the rules of the OCBC ESPP, the profit derived from the sale of all of such Ordinary Shares, in accordance with the rules of the OCBC ESPP.

The Cash Election is only available to a Participant who is deemed to have elected, or who has elected, to acquire Ordinary Shares pursuant to the rules of the OCBC ESPP, where a profit will be derived from the sale of the Ordinary Shares which he would otherwise have received.

A Participant who is able to, but does not, make a Cash Election under the rules of the OCBC ESPP will continue to receive Ordinary Shares under the rules of the OCBC ESPP.

- (h) All amounts remaining in the Participant's Plan Account at the end of an Offering Period shall be refunded to him as soon as practicable after the last day of such Offering Period with accrued interest in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his designated account, and/or by credit to his CPF ordinary account, if the monthly contributions were made by monthly debits from his CPF ordinary account.

3.4 **Proposed Alterations.** The Directors are taking this opportunity to propose certain alterations to the rules of the OCBC ESPP. The Amended and Restated Rules of the OCBC Employee Share Purchase Plan, incorporating the proposed alterations, are set out in the Appendix to this Circular, and the proposed alterations are highlighted for ease of reference.

The following is a summary of the principal proposed alterations to the OCBC ESPP.

(a) ***Deemed election not to acquire shares***

Rule 10.4 of the Rules of the OCBC ESPP currently provides that, if a Participant wishes to elect to not acquire Ordinary Shares at the end of an Offering Period, he may do so by completing and signing an Election Form and delivering this to the Bank not later than the date falling fourteen (14) days after the last day of such Offering Period (or such other date as may be determined by the Committee in its absolute discretion).

Rule 10.4 is proposed to be altered such that, in the circumstances where no Election Notice has been delivered by a Participant to the Bank, the Participant will nevertheless be deemed to have elected to not acquire Ordinary Shares if he has not, by the date falling fourteen (14) days after the last day of an Offering Period (or such other date as may be determined by the Committee in its absolute discretion), provided the Committee with details of the designated securities account maintained with CDP, securities sub-account maintained with a Depository Agent or, as the case may be, CPF investment account maintained with a CPF agent bank, to which the relevant Ordinary Shares are to be credited.

The proposed alteration will facilitate administration of the OCBC ESPP by allowing the Bank to expeditiously refund money then standing to the credit of Plan Accounts to Participants who have (or deemed to have) elected not to acquire Ordinary Shares at the end of an Offering Period.

The alterations will take effect only in respect of Offering Periods which commence after the date of the EGM.

(b) ***Preservation of outstanding Offering Periods on termination of the OCBC ESPP***

Rule 20.3 of the Rules of the OCBC ESPP currently provides that, upon termination of the OCBC ESPP, any amount remaining in each Participant's Plan Account for each Offering Period will be refunded to the Participant with accrued interest.

Rule 20.3 is proposed to be altered such that termination of the OCBC ESPP will not, for the avoidance of doubt, affect the rights of Participants in relation to any Offering Period which is outstanding as at the date of termination, and to provide that contributions to Plan Accounts for any such outstanding Offering Period may continue to be accepted after termination of the OCBC ESPP.

The proposed alteration will have the effect of preserving any Offering Period which may be outstanding as at the date of the termination of the OCBC ESPP.

(c) ***Consequential and other alterations***

Consequential alterations following from the proposed revisions described above, and other alterations to streamline and rationalise certain other provisions, are also being proposed to the Rules of the OCBC ESPP.

- 3.5 **Maximum Limit.** There will be no change to the maximum number of new Ordinary Shares which may be issued under the OCBC ESPP following the extension of its duration to 18 May 2024. The aggregate number of new Ordinary Shares which may be issued pursuant to the OCBC ESPP, the OCBC Share Option Scheme 2001 and the OCBC Executives' Share Option Scheme 1994 (and/or any share schemes then in force) cannot exceed 15% of the total number of issued Ordinary Shares (excluding treasury shares) from time to time.

Although the Rules of the OCBC ESPP provide for a maximum limit of 15%, the Bank will be seeking Shareholders' approval for the Directors to grant rights to acquire, and to allot and issue, Ordinary Shares up to a lower limit of 5% under the OCBC ESPP and the OCBC Share Option Scheme 2001, as the Bank does not anticipate that it will require a higher limit before the next Annual General Meeting.

- 3.6 **Particulars of Grants.** As at the Latest Practicable Date, 27,013,325 Ordinary Shares, representing approximately 0.79% of the total number of issued Ordinary Shares as at the Latest Practicable Date (excluding treasury shares), have been delivered to approximately 7,234 participants under the OCBC ESPP, of which as at the Latest Practicable Date:

- (a) 3,318,023 new Ordinary Shares have been issued to, or for the account of, participants pursuant to the exercise of rights to acquire Ordinary Shares granted under the OCBC ESPP; and
- (b) 23,695,302 existing Ordinary Shares (including Ordinary Shares held as treasury shares) have been transferred to, or for the account of, participants pursuant to the exercise of rights to acquire Ordinary Shares granted under the OCBC ESPP.

In June 2012, the Bank launched its seventh offering under the OCBC ESPP, which commenced on 1 July 2012 and will expire on 30 June 2014. Under the seventh offering, 5,994 employees enrolled to participate in the OCBC ESPP to acquire an aggregate of up to 7,788,738 Ordinary Shares at an acquisition price of \$8.68 per Ordinary Share. The acquisition price is equal to the average of the last traded price of the Ordinary Shares on the SGX-ST over the five consecutive trading days immediately preceding the price fixing date.

In June 2013, the Bank launched its eighth offering under the OCBC ESPP, which commenced on 1 July 2013 and will expire on 30 June 2015. Under the eighth offering, 6,068 employees enrolled to participate in the OCBC ESPP to acquire an aggregate of up to 7,432,261 Ordinary Shares at an acquisition price of \$9.92 per Ordinary Share. The acquisition price is equal to the average of the last traded price of the Ordinary Shares on the SGX-ST over the five consecutive trading days immediately preceding the price fixing date.

No rights to acquire Ordinary Shares have been granted under the OCBC ESPP to controlling Shareholders or associates of controlling Shareholders.

As at the Latest Practicable Date, Mr Samuel Nag Tsien has a deemed interest in 7,776 Ordinary Shares arising from his participation in the OCBC ESPP.

Save as disclosed above, no rights to acquire Ordinary Shares have been granted under the OCBC ESPP to Directors holding office as at the Latest Practicable Date or associates of such Directors.

- 3.7 **SGX-ST.** The SGX-ST has approved the proposed extension of the duration of the OCBC ESPP, subject to approval by Shareholders. Such approval by the SGX-ST is not indicative of the merits of the proposed extension of the duration of the OCBC ESPP, the OCBC ESPP, the Bank, its subsidiaries, or their securities.

The SGX-ST has also granted in-principle approval for the listing and quotation of the new Ordinary Shares to be issued pursuant to the OCBC ESPP, as proposed to be extended and altered. The SGX-ST's in-principle approval is not to be taken as an indication of the merits of the OCBC ESPP, the new Ordinary Shares to be issued pursuant to the OCBC ESPP, the Bank and/or its subsidiaries.

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4. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

4.1 **Directors' Interests.** The interests of the Directors in the Ordinary Shares, as extracted from the Register of Directors' Shareholdings, as at the Latest Practicable Date are set out below:

| | Number of Ordinary Shares | | | % of Issued Ordinary Shares ⁽¹⁾ |
|------------------------|---------------------------|--------------------------|--|--|
| | Direct Interest | Deemed Interest | Total Interest | |
| Cheong Choong Kong | 584,373 | 10,831 ⁽³⁾ | 595,204 | 0.02 |
| Bobby Chin Yoke Choong | 40,917 | 45,130 ⁽³⁾ | 86,047 | nm ⁽⁴⁾ |
| David Philbrick Conner | 2,853,064 | 801,899 ⁽²⁾ | 3,654,963 | 0.11 |
| Fang Ai Lian | 74,671 | – | 74,671 | nm ⁽⁴⁾ |
| Lai Teck Poh | 671,266 | – | 671,266 | 0.02 |
| Lee Seng Wee | 7,537,454 | 4,401,409 ⁽³⁾ | 11,938,863 | 0.35 |
| Lee Tih Shih | 2,695,860 | – | 2,695,860 | 0.08 |
| Ooi Sang Kuang | 5,163 | – | 5,163 | nm ⁽⁴⁾ |
| Quah Wee Ghee | 5,868 | 473 ⁽³⁾ | 6,341 | nm ⁽⁴⁾ |
| Pramukti Surjajudaja | 24,561 | – | 24,561 | nm ⁽⁴⁾ |
| Tan Ngiap Joo | 950,912 | – | 950,912 | 0.03 |
| Teh Kok Peng | 395,506 | – | 395,506 | 0.01 |
| Samuel Nag Tsien | 183,029 | 344,227 ⁽⁵⁾ | 527,256 | 0.02 |
| Wee Joo Yeow | 20,000 | 4,008 ⁽³⁾ | 24,008 | nm ⁽⁴⁾ |
| | | | Number of Ordinary Shares Comprised in Share Options Held | |
| Cheong Choong Kong | | | | 2,030,736 |
| David Philbrick Conner | | | | 1,001,000 |
| Lai Teck Poh | | | | 195,000 |
| Tan Ngiap Joo | | | | 206,000 |
| Samuel Nag Tsien | | | | 1,827,201 |

Notes:

- ⁽¹⁾ Based on 3,434,006,489 issued Ordinary Shares as of the Latest Practicable Date (this is based on 3,441,176,885 Ordinary Shares in issue as at the Latest Practicable Date and disregarding 7,170,396 Ordinary Shares held in treasury as at the Latest Practicable Date).
- ⁽²⁾ This represents David Philbrick Conner's deemed interest in the Ordinary Shares arising pursuant to awards granted under the OCBC Deferred Share Plan.
- ⁽³⁾ This represents Ordinary Shares held by spouse.
- ⁽⁴⁾ "nm" means not meaningful.
- ⁽⁵⁾ This represents Samuel Nag Tsien's deemed interest in 336,451 Ordinary Shares arising pursuant to awards granted under the OCBC Deferred Share Plan and 7,776 Ordinary Shares arising from his participation in the OCBC ESPP.

4.2 **Substantial Shareholders' Interests.** The interests of the substantial Shareholders in the Ordinary Shares, as extracted from the Register of Substantial Shareholders, as at the Latest Practicable Date are set out below:

| | Number of Ordinary Shares | | | % of Issued Ordinary Shares ⁽¹⁾ |
|--|---------------------------|----------------------------|----------------------------|--|
| | Direct Interest | Deemed Interest | Total Interest | |
| Lee Foundation | 124,992,106 | 544,847,743 ⁽²⁾ | 669,839,849 | 19.51 |
| Selat (Pte) Limited | 393,711,299 | 17,500,981 ⁽³⁾ | 411,212,280 | 11.97 |
| Aberdeen Asset Management PLC | – | 247,185,648 ⁽⁴⁾ | 247,185,648 ⁽⁴⁾ | 7.20 |
| Aberdeen Asset Management Asia Limited | – | 215,074,215 ⁽⁵⁾ | 215,074,215 ⁽⁵⁾ | 6.26 |

Notes:

- ⁽¹⁾ Based on 3,434,006,489 issued Ordinary Shares as of the Latest Practicable Date (this is based on 3,441,176,885 Ordinary Shares in issue as at the Latest Practicable Date and disregarding 7,170,396 Ordinary Shares held in treasury as at the Latest Practicable Date).
- ⁽²⁾ This represents Lee Foundation's deemed interest in (a) 22,599,381 Ordinary Shares held by Lee Pineapple Company (Pte) Limited, (b) 393,711,299 Ordinary Shares held by Selat (Pte) Limited, (c) 126,516,053 Ordinary Shares held by Singapore Investments (Pte) Limited and (d) 2,021,010 Ordinary Shares held by Peninsula Plantations Sendirian Berhad.
- ⁽³⁾ This represents Selat (Pte) Limited's deemed interest in (a) 1,293,374 Ordinary Shares held by South Asia Shipping Company Private Limited and (b) 16,207,607 Ordinary Shares held by Island Investment Company (Private) Limited.
- ⁽⁴⁾ This represents the deemed interest in 247,185,648 Ordinary Shares held by Aberdeen Asset Management PLC and its subsidiaries, Aberdeen Asset Management Asia Limited, Aberdeen Asset Management Inc., Aberdeen Asset Management Sdn Bhd, Aberdeen Asset Managers Limited, Aberdeen International Fund Managers Limited, Aberdeen Private Wealth Management Limited, Aberdeen Investment Management K K and Aberdeen Asset Management Limited (together, the "AAM Group"), through various custodians, on behalf of the accounts managed by the AAM Group. The Bank has been advised by Aberdeen Asset Management PLC that the AAM Group holds a total of 247,185,648 Ordinary Shares in the Bank across all mandates, equivalent to 7.20% of the Bank's issued Ordinary Shares, of which the AAM Group is given disposal rights and proxy voting rights for 152,446,448 Ordinary Shares equivalent to 4.44% and disposal rights without proxy voting rights for 94,739,200 Ordinary Shares.
- ⁽⁵⁾ This represents the deemed interest in 215,074,215 Ordinary Shares held by Aberdeen Asset Management Asia Limited ("AAMAL"), through various custodians, on behalf of the accounts managed by AAMAL. The Bank has been advised by AAMAL that it holds a total of 215,074,215 Ordinary Shares in the Bank across all mandates, equivalent to 6.26% of the Bank's issued Ordinary Shares, of which AAMAL is given disposal rights and proxy voting rights for 132,998,440 Ordinary Shares equivalent to 3.87% and disposal rights without proxy voting rights for 82,075,775 Ordinary Shares.

5. DIRECTORS' RECOMMENDATIONS

5.1 **The Proposed Renewal of the Share Purchase Mandate.** The Directors are of the opinion that the proposed renewal of the Share Purchase Mandate is in the best interests of the Bank. Accordingly, they recommend that Shareholders vote in favour of Ordinary Resolution 1 relating to the renewal of the Share Purchase Mandate to be proposed at the EGM.

5.2 **The Proposed Extension of, and Alterations to, the OCBC ESPP.** The Directors (save for Mr Samuel Nag Tsien) are of the opinion that the proposed extension of, and alterations to, the OCBC ESPP are in the best interests of the Bank. Accordingly, they recommend that Shareholders vote in favour of Ordinary Resolution 2 relating to the proposed extension of, and alterations to, the OCBC ESPP to be proposed at the EGM.

Mr Samuel Nag Tsien, who is an Executive Director and CEO of the Bank and is therefore eligible to participate in the OCBC ESPP, has refrained from making any recommendation to Shareholders in respect of Ordinary Resolution 2 relating to the proposed extension of, and alterations to, the OCBC ESPP to be proposed at the EGM. Mr Tsien will abstain from voting on Ordinary Resolution 2, and will decline to accept appointment as a proxy for Shareholders to vote in respect of Ordinary Resolution 2, unless the Shareholder concerned shall have given specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of Ordinary Resolution 2.

The Bank will procure persons who are eligible to participate in the OCBC ESPP to abstain from voting on Ordinary Resolution 2, and for such persons to decline to accept appointment as proxies for Shareholders to vote in respect of Ordinary Resolution 2, unless the Shareholder concerned shall have given specific instructions in his Proxy Form as to the manner in which his votes are to be cast in respect of Ordinary Resolution 2.

Letter to Shareholders

6. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on pages 30 to 32 of this Circular, will be held at Orchard Hotel Singapore, Level 3, 442 Orchard Road, Singapore 238879 on 24 April 2014 at 3.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Seventy-Seventh Annual General Meeting of the Bank to be held at 2.30 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing with or without modifications the Ordinary Resolutions set out in the Notice of EGM.

7. ACTION TO BE TAKEN BY SHAREHOLDERS

7.1 **Appointment of Proxies.** Shareholders who are unable to attend the EGM and wish to appoint a proxy to attend and vote at the EGM on their behalf will find attached to this Circular a Proxy Form which they are requested to complete, sign and return in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the Share Registration Office of the Bank not less than 48 hours before the time fixed for the EGM. The sending of a Proxy Form by a Shareholder does not preclude him from attending and voting in person at the EGM if he finds that he is able to do so. In such event, the relevant Proxy Forms will be deemed to be revoked.

7.2 **When Depositor regarded as Shareholder.** A Depositor shall not be regarded as a Shareholder of the Bank entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register at least 48 hours before the EGM.

8. INSPECTION OF DOCUMENTS

The following documents are available for inspection at the registered office of the Bank at 65 Chulia Street #06-00, OCBC Centre, Singapore 049513, during normal business hours from the date of this Circular up to the date of the EGM:

- (a) the annual report of the Bank for the financial year ended 31 December 2013;
- (b) the 2013 Circular; and
- (c) the Memorandum and Articles of Association of the Bank.

9. 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, and the Bank and its subsidiaries which are relevant to the Proposals, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Yours faithfully
for and on behalf of
the Board of Directors of
OVERSEA-CHINESE BANKING CORPORATION LIMITED

CHEONG CHOONG KONG
CHAIRMAN

Appendix

**AMENDED AND RESTATED
RULES OF THE OCBC EMPLOYEE SHARE PURCHASE PLAN
(incorporating all amendments up to 24 April 2014)**

1. NAME OF THE PLAN

The Plan shall be called the “OCBC Employee Share Purchase Plan”.

2. DEFINITIONS

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

| | |
|-----------------------|---|
| “Acquisition Form” | The acquisition form in or substantially in the form prescribed by the Committee for the purpose of Rule 11.1. |
| “Acquisition Price” | The price at which a Participant shall be entitled to elect to acquire each Share in relation to an Offering Period, which shall be the price as determined by the Committee in accordance with Rule 6, as adjusted in accordance with Rule 15. |
| “Act” | The Companies Act, Chapter 50 of Singapore. |
| “Articles” | The Articles of Association of the Bank, as amended from time to time. |
| “Auditors” | The auditors of the Bank for the time being. |
| “Bank” | Oversea-Chinese Banking Corporation Limited, a company incorporated in the Republic of Singapore. |
| “Cash Election Form” | The cash election form in or substantially in the form prescribed by the Committee for the purpose of Rule 11.4. |
| “CDP” | The Central Depository (Pte) Limited. |
| “Commencement Date” | A date to be determined by the directors of the Bank on which the Plan will commence. |
| “Committee” | The Remuneration Committee of the Board of Directors or such other committee comprising Directors as may be duly authorised and appointed by the Board of Directors to administer the Plan. |
| “Conversion Amount” | The amount designated as such in the Acquisition Form or otherwise determined in accordance with Rule 11.2. |
| “Conversion Shares” | In relation to a Participant’s Conversion Amount with respect to an Offering Period, the number of Shares derived by dividing that Conversion Amount by the Acquisition Price in relation to that Offering Period (fractions of a Share being disregarded). |
| “CPF” | Central Provident Fund. |
| “Designated Account” | The account maintained by a Participant with the Bank and designated by that Participant with the approval of the Bank for the purpose of Rule 8.1. |
| “Discontinuance Form” | The discontinuance form in or substantially in the form prescribed by the Committee for the purpose of Rule 8.4. |
| “Election Form” | The election form in or substantially in the form prescribed by the Committee for the purpose of Rule 10.4(a). |
| “Eligible Employee” | Any Group Employee who is eligible to participate in the Plan in accordance with Rule 4.1. |
| “Enrolment Form” | The enrolment form in or substantially in the form prescribed by the Committee for the purpose of Rule 7.1. |
| “Group” | The Bank and its subsidiaries. |
| “Group Employee” | Any employee of the Group, including any director of the Bank and/or any of its subsidiaries, as the case may be, who performs an executive function. |
| “Listing Manual” | The Listing Manual of the Singapore Exchange. |
| “Market Day” | A day on which the Singapore Exchange is open for trading in securities. |

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| “Offering Period” | The period with respect to which the right to acquire Shares may be granted under the Plan, as determined by the Committee pursuant to Rule 5.2. |
| “2008 Offering Period” | The Offering Period which commenced on [1 July 2008]. |
| “Participant” | An Eligible Employee who elects to participate in the Plan as provided in Rule 7.1. |
| “Plan” | The OCBC Employee Share Purchase Plan, as the same may be modified or altered from time to time. |
| “Plan Account” | The account designated as a “Plan Account” and referred to in Rule 10.1. |
| “Price Fixing Date” | Such date as may be designated by the Committee for the purpose of determining the Acquisition Price, which shall be a date falling not earlier than 30 days prior to the first day of the relevant Offering Period. |
| “Shares” | Ordinary shares in the capital of the Bank. |
| “Singapore Exchange” | The Singapore Exchange Securities Trading Limited. |
| “Trading Day” | A day on which the Shares are traded on the Singapore Exchange. |
| “\$” | Singapore dollar. |

- 2.2 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 genders.
- 2.3 Any reference to a time of a day in the Plan is a reference to Singapore time.
- 2.4 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 Act or any statutory modification thereof and used in the Plan shall have the meaning assigned to it under the Act.

3. OBJECTIVES OF THE PLAN

The purpose of the Plan is to provide Participants with an opportunity to increase their personal equity interest in the Bank by acquiring Shares on favourable terms and to pay for such acquisitions through payroll and/or CPF deductions, and will help to achieve the following positive objectives:

- to align the interests of employees with the interests of the shareholders of the Bank;
- to instil loyalty to, and a stronger identification by employees with the long-term prosperity of, the Group; and
- to attract potential employees with relevant skills to contribute to the Group and to create value for the shareholders of the Bank.

4. ELIGIBILITY OF PARTICIPANTS

- 4.1 All Group Employees who have attained the age of twenty-one (21) years (or such other age as the Committee may permit) and have been employees of the Group for a period of not less than six (6) months, unless they are also controlling shareholders (as defined in the Listing Manual) of the Bank or associates (as defined in the Listing Manual) of such controlling shareholders, shall be eligible to participate in the Plan at the absolute discretion of the Committee.
- 4.1A Notwithstanding any other provision in the Plan, each Group Employee shall be responsible for ascertaining his eligibility to participate in the Plan in accordance with Rule 4.1.
- 4.2 Notwithstanding any other provision in the Plan, a Participant in the Plan for the 2008 Offering Period shall not be eligible to participate in the Plan for any other Offering Period unless he discontinues contributions to, and withdraws from, the Plan in relation to the 2008 Offering Period pursuant to Rule 8.4, or until after the expiry of the 2008 Offering Period.

5. OFFERING PERIODS

- 5.1 The Committee shall, at any time during the period when the Plan is in force, prescribe the applicable Offering Periods.
- 5.2 Each Offering Period shall consist of a 24-month period (or such other period not exceeding ten (10) years as the Committee may prescribe) commencing on a date to be prescribed by the Committee, provided that the commencement date of an Offering Period shall not fall during any of the following periods (“**Black-Out Periods**”):

- (a) the period of thirty (30) days immediately preceding the date of announcement of the Bank's financial results for its financial year; and
- (b) the period of fourteen (14) days immediately preceding the date of announcement of the Bank's financial results for the first three quarters of its financial year,

and provided further that not more than two (2) Offering Periods may be outstanding on any date. In the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, the commencement date of an Offering Period may only fall on or after the 5th Market Day after the date on which such announcement is released.

6. ACQUISITION PRICE

- 6.1 The Committee shall, prior to the commencement of each Offering Period, prescribe the Acquisition Price for each Share in relation to such Offering Period.
- 6.2 Subject to any adjustment pursuant to Rule 15, the Acquisition Price for each Share that may be acquired in relation to each Offering Period shall be the price determined by the Committee to be equal to the average of the last dealt price of the Shares on the Singapore Exchange over the five (5) consecutive Trading Days immediately preceding the Price Fixing Date, as determined by the Committee.

7. ENROLMENT AND PARTICIPATION

- 7.1 Any Group Employee who, on the first day of an Offering Period, qualifies as an Eligible Employee may elect to become a Participant in the Plan for such Offering Period by completing and signing an Enrolment Form. The duly completed and signed Enrolment Form must be delivered to the Bank at such address as may be prescribed by the Committee and not later than such date as may be prescribed by the Committee (being a date falling prior to the first day of such Offering Period).
- 7.2 Once enrolled in the Plan, a Participant shall continue to participate in the Plan until:
 - (a) he ceases to be an Eligible Employee;
 - (b) he discontinues contributions to, and withdraws from, the Plan pursuant to Rule 8.4; or
 - (c) the end of the applicable Offering Period(s) in respect of which he is enrolled in the Plan.
- 7.3 Each Participant's participation in the Plan is personal to him and shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee.

8. EMPLOYEE CONTRIBUTIONS

- 8.1 A Participant may participate in the Plan for an Offering Period by making contributions either:
 - (a) in cash, by means of monthly deductions from his monthly base salary and/or his Designated Account; and/or
 - (b) by monthly debits from his CPF Ordinary Account,
 in each case, if the Committee so permits, Provided that:
 - (i) a Participant who wishes to make contributions by monthly debits from his CPF Ordinary Account must appoint, as his CPF agent bank, the Bank or such other financial institution as the Committee may prescribe from time to time;
 - (ii) the aggregate monthly deductions from a Participant's monthly base salary, when aggregated with any monthly deductions from his monthly base salary arising out of his participation in the Plan, shall not exceed the amount of deductions permitted to be made under the Employment Act, Chapter 91 of Singapore or any applicable provision of the laws of any jurisdiction; and
 - (iii) in determining the circumstances in which a Participant may be permitted to participate in the Plan by making contributions by means of monthly deductions from his Designated Account, the Committee may impose such conditions as the Committee may determine to be appropriate.
- 8.2 Each Eligible Employee shall designate in his Enrolment Form the amount that, and the source from which (whether cash (and, if applicable, providing details of his Designated Account) or debit from his CPF Ordinary Account), he elects to contribute monthly to his Plan Account for the acquisition of Shares. For each Offering Period, such amount shall be:
 - (a) not less than \$50 (or such other amount as may be prescribed by the Committee); and

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- (b) (i) in respect of the 2008 Offering Period, not more than (aa) \$3,000 or (bb) 20 per cent. of such Eligible Employee's monthly base salary, whichever is lower (or such other amount or percentage as may be prescribed by the Committee); and
- (ii) in respect of any other Offering Period, not more than (aa) \$1,500 or (bb) 10 per cent. of such Eligible Employee's monthly base salary, whichever is lower (or such other amount or percentage as may be prescribed by the Committee).

8.3 A Participant may not change the amount of his contributions during an Offering Period, except to discontinue contributions and withdraw from the Plan in relation to that Offering Period pursuant to Rule 8.4.

8.4 If a Participant wishes to discontinue contributions and withdraw from the Plan in relation to an Offering Period, he may do so by completing and signing a Discontinuance Form. The duly completed and signed Discontinuance Form must be delivered to the Bank at such address as may be prescribed by the Committee not later than the last working day of any month. As soon as practicable thereafter, the monthly deductions from his monthly base salary and/or his Designated Account and/or monthly debits from his CPF Ordinary Account for that Offering Period shall cease and the entire amount credited to that Participant's Plan Account for that Offering Period shall be refunded to him with accrued interest:

- (a) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
- (b) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.

No partial withdrawals from a Participant's Plan Account for any Offering Period shall be permitted.

8.5 If contributions cannot be made to any Participant's Plan Account for any Offering Period by reason of:

- (a) the aggregate monthly deductions from that Participant's monthly base salary, when aggregated with any monthly deductions from his monthly base salary arising out of his participation in the Plan, otherwise exceeding the amount of deductions permitted to be made under the Employment Act, Chapter 91 of Singapore or any applicable provision of the laws of any jurisdiction;
- (b) insufficiency of funds in, or inability for whatever reason to deduct amounts from, that Participant's Designated Account or CPF Ordinary Account, as the case may be, or
- (c) any other reason whatsoever,

then that Participant shall be treated as having automatically withdrawn from the Plan for that Offering Period under Rule 8.4.

9. CHANGE IN EMPLOYMENT STATUS

9.1 Termination of employment of a Participant for any reason, including retirement and death, shall be treated as an automatic withdrawal from the Plan under Rule 8.4. For the avoidance of doubt, the transfer of employment of a Participant between companies within the Group shall not be treated as a termination of employment.

9.2 The bankruptcy of a Participant or the happening of any other event that results in his being deprived of either the legal or beneficial ownership of the right to acquire Shares in relation to an Offering Period or the right to deal with or receive any rights or entitlements under the Plan shall, subject to bankruptcy and other mandatory applicable laws, be treated as an automatic withdrawal from the Plan under Rule 8.4 and shall be dealt with in accordance with the relevant bankruptcy and other mandatory applicable laws.

9.3 In the event of a Participant's death, the entire amount credited to his Plan Account(s) for the relevant Offering Period(s) shall be paid with accrued interest:

- (a) to that Participant's estate in cash, if the monthly contributions were made by monthly deductions from that Participant's monthly base salary and/or his Designated Account; and/or
- (b) by credit to that Participant's CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.

10. PLAN ACCOUNTS

10.1 The Bank shall maintain an account designated as a "Plan Account" on its books in the name of each Participant and in relation to each Offering Period for which that Participant has enrolled. Whenever an amount is deducted from a Participant's monthly base salary and/or his Designated Account, and/or debited from a Participant's CPF Ordinary Account under the Plan for any

Offering Period, such amount shall be credited to that Participant's Plan Account for that Offering Period. Where a Participant has elected for his monthly contributions under the Plan for any Offering Period to be made wholly or partly by debit from his CPF Ordinary Account, such amount so debited from his CPF Ordinary Account shall be held in a sub-account of his Plan Account designated as his CPF Special Investment Account for that Offering Period.

- 10.2 Amounts credited to a Participant's CPF Special Investment Account or Plan Account for any Offering Period shall accrue interest during that Offering Period at such rate per annum as may be prescribed by the Committee at the commencement of the applicable Offering Period. Such interest shall be calculated on the basis of the daily balance standing to the credit of a Participant's CPF Special Investment Account or Plan Account for that Offering Period, as the case may be, and credited to that Participant's CPF Special Investment Account or Plan Account for that Offering Period, as the case may be, at such intervals as may be determined by the Bank from time to time.
- 10.3 At the end of each Offering Period:
- (a) if the average of the last dealt price of the Shares on the Singapore Exchange over the last five (5) consecutive Trading Days of that Offering Period is equal to or higher than the Acquisition Price, then unless a Participant shall have elected or shall have been deemed to have elected to not acquire Shares in accordance with Rule 10.4, that Participant shall be deemed to have elected to acquire Shares in accordance with Rule 11 and, for such purpose, the Conversion Amount shall be determined in accordance with Rule 11.2; and
 - (b) if the average of the last dealt price of the Shares on the Singapore Exchange over the last five (5) consecutive Trading Days of that Offering Period is lower than the Acquisition Price, then unless a Participant shall have elected to acquire Shares in accordance with Rule 11.1(a), the entire amount credited to that Participant's Plan Account for that Offering Period shall be refunded to him with accrued interest:
 - (i) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
 - (ii) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.
- 10.4 ~~ff~~For the purposes of Rule 10.3(a):
- (a) ~~if a Participant wishes to elect to not acquire Shares at the end of an Offering Period in the circumstances described in Rule 10.3(a), he may do so by completing and signing an Election Form. The duly completed and signed Election Form must be delivered to the Bank at such address as may be prescribed by the Committee not later than the date falling fourteen (14) days after the last day of such Offering Period (or such other date as may be determined by the Committee in its absolute discretion); and the~~
 - (b) a Participant shall, with respect to any Offering Period which commences after 24 April 2014, be deemed to have elected to not acquire Shares if he has not, by the date falling fourteen (14) days after the last day of an Offering Period (or such other date as may be determined by the Committee in its absolute discretion), provided the Committee with details of the designated securities account maintained with CDP, securities sub-account maintained with a Depository Agent or, as the case may be, CPF investment account maintained with a CPF agent bank, to which the relevant Shares are to be credited.

The entire amount credited to that Participant's Plan Account for that Offering Period shall be refunded to him as soon as practicable thereafter with accrued interest with accrued interest, in the case where paragraph (a) above applies, as soon as practicable after delivery to the Bank of the duly completed and signed Election Form and, in the case where paragraph (b) above applies, as soon as practicable after the date falling fourteen (14) days after the last day of that Offering Period (or such other date as may be determined by the Committee in its absolute discretion):

- (ai) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
- (bij) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.

For the avoidance of doubt, paragraph (b) above shall not apply in relation to any Offering Period which commences on or before 24 April 2014.

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11. ACQUISITION OF SHARES AND CASH ELECTION

11.1 If:

- (a) a Participant wishes to acquire Shares at the end of an Offering Period in the circumstances described in Rule 10.3(b); or
- (b) a Participant wishes to acquire Shares at any one time after the first anniversary of the first day of an Offering Period, he may do so by completing and signing an Acquisition Form stating the Conversion Amount. The duly completed and signed Acquisition Form must be delivered to the Bank at such address as may be prescribed by the Committee (in the case of an acquisition made under (a) above) not later than the date falling fourteen (14) days after the last day of such Offering Period (or such other date as may be determined by the Committee in its absolute discretion) or (in the case of an acquisition made under (b) above) not later than such date or dates as may be prescribed by the Committee.

11.2 In relation to a Participant, the Conversion Amount determined for each Offering Period for the purposes of Rule 10.3 shall be, and in any other case shall not exceed:

- (a) the amount standing to the credit of that Participant's Plan Account as at the last day of the relevant Offering Period or the date of submission of his Acquisition Form, as the case may be; or
- (b)
 - (i) in respect of the 2008 Offering Period, \$72,000 (or such other amount as may be prescribed by the Committee), less (where the determination of the Conversion Amount is made on the last day of the relevant Offering Period) the Conversion Amount stated in an Acquisition Form previously delivered by the Participant pursuant to Rule 11.1(b); or
 - (ii) in respect of any other Offering Period, \$36,000 (or such other amount as may be prescribed by the Committee), less (where the determination of the Conversion Amount is made on the last day of the relevant Offering Period) the Conversion Amount stated in an Acquisition Form previously delivered by the Participant pursuant to Rule 11.1(b),

whichever is lower. In the event that the Conversion Amount stated in an Acquisition Form for any Offering Period exceeds the amount determined in accordance with this Rule 11.2, then notwithstanding the same, the Conversion Amount shall be deemed to be the amount determined in accordance with this Rule 11.2.

11.3 Subject to this Rule 11:

- (a) each Participant who has been deemed to have elected to acquire Shares with respect to an Offering Period pursuant to Rule 10.3(a); and
- (b) each Participant who has elected to acquire Shares with respect to an Offering Period pursuant to Rule 11.1,

shall, unless such Participant is entitled to and has made a Cash Election pursuant to Rule 11.4 that has not been rejected pursuant to Rule 11.5(a) or (b), be deemed to have elected to acquire the full number of the Conversion Shares from the Bank with the funds then standing to the credit of that Participant's Plan Account for that Offering Period.

The Committee may determine with respect to any such Participant that any number of Shares less than one whole Share, as calculated in accordance with the Plan, shall be rounded down to the nearest whole Share. Delivery of the Conversion Shares acquired pursuant to this Rule 11.3 shall be made in accordance with the provisions of Rule 11.7(a).

11.4 Notwithstanding the provisions of Rule 11.3:

- (a) each Participant who has been deemed to have elected to acquire Shares with respect to an Offering Period pursuant to Rule 10.3(a); and
- (b) each Participant who has elected to acquire Shares with respect to an Offering Period pursuant to Rule 11.1(b),

may, by completing and signing the Cash Election Form, make a cash election (the "**Cash Election**"), pursuant to which he shall receive in cash, in lieu of the full number of the Conversion Shares he would otherwise have received under Rule 11.3, the profit derived from the sale of all of such Conversion Shares in accordance with Rule 11.6.

The duly completed and signed Cash Election Form in relation to any Offering Period must be delivered to the Bank, together with any other documentation the Committee may require, at such address as may be prescribed by the Committee (in the case of (a) above) not later than the date falling fourteen (14) days after the last day of the relevant Offering Period (or such other date as may be determined by the Committee in its absolute discretion) or (in the case of (b) above) not later than such date or dates as may be prescribed by the Committee.

The Cash Election, once made by a Participant, shall be irrevocable by the Participant.

- 11.5 (a) Notwithstanding the other provisions of this Rule 11, the availability of the Cash Election in relation to any Offering Period is subject at all times to applicable laws, regulations and directives. The Bank reserves the right, at its sole discretion, at any time to modify or alter any of the provisions relating to the Cash Election. The Bank further reserves the right at any time, at its absolute discretion, to reject a Cash Election by a Participant in relation to any Offering Period, without giving any reason therefor.
- (b) Without prejudice to the provisions of Rule 11.5(a), the Bank shall have the absolute right to reject a Cash Election by a Participant in respect of a Conversion Amount with respect to any Offering Period if:
- (i) on the date of the submission of the Cash Election Form, the Bank determines that it does not or will not have sufficient Shares which are held by it in treasury to satisfy the delivery of Conversion Shares pursuant to such Cash Election by the Participant and the delivery of Shares to any other Participants who, on the same date and in respect to the same Offering Period, have also selected the Cash Election in respect of their Conversion Amounts; or
- (ii) the Participant has elected for the Cash Election in respect of his Conversion Amount during the “Black-Out Periods” referred to in Rule 5.2 or during any other period as the Committee may, in its absolute discretion, determine.
- (c) In the event that a Cash Election by a Participant in relation to any Offering Period is rejected by the Bank, that Cash Election shall be deemed to have never been made, and that Participant shall be deemed to have elected to acquire the full number of the Conversion Shares from the Bank in accordance with Rule 11.3.

11.6 By selecting the Cash Election for any Offering Period:

- (a) the Participant is deemed to have waived any right to receive the full number of Conversion Shares which he would otherwise have received;
- (b) the Participant is deemed to have irrevocably authorised the Bank to instruct such broker as may be designated by the Bank in its absolute discretion (the “**Designated Broker**”) to use its best endeavours to sell, on behalf of the Participant, all of the Conversion Shares which he would otherwise have received pursuant to Rule 11.3, such sale to be made on such date or dates falling not later than ten (10) Market Days after the date of receipt of the Cash Election Form (or such other date or dates as may be determined by the Committee in its absolute discretion);
- (c) the Participant is deemed to have agreed that the Bank shall have the right to combine his Conversion Shares with the Conversion Shares of other Participants (who have also made a Cash Election) arising on the same day under the Plan, for sale by the Designated Broker;
- (d) (in lieu of the Conversion Shares) the Participant is deemed to have agreed to receive in cash such part of the proceeds (the “**Cash Profit**”) arising from the sale of the Conversion Shares as determined by the Bank in accordance with the following formula (fraction of a cent to be disregarded):

$$[SP - E - AP] \times N$$

where:

- SP = the weighted average of the prices of that Participant’s Conversion Shares and (if any) the Conversion Shares of other Participants sold by the Designated Broker.
- E = the actual prevailing brokerage, transaction and processing fees charged by the Designated Broker and CDP (inclusive of goods and services tax) for the sale and settlement of each of that Participant’s Conversion Shares.
- AP = the applicable Acquisition Price of each Conversion Share.
- N = the number of that Participant’s Conversion Shares.

A Cash Election shall be deemed invalid and shall have no effect if the Bank determines that SP is equal to or less than AP;

- (e) the Participant is deemed to have authorised the Designated Broker to pay to the Bank the full amount of the net proceeds arising from the sale of his Conversion Shares;
- (f) the Participant is deemed to have authorised the Bank to appropriate for the Bank’s own account an amount equivalent to the Conversion Amount in payment for the Conversion Shares from the net proceeds received by the Bank pursuant to (e) above;

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- (g) the Participant is deemed to have agreed that the Cash Profit derived from the sale of the Conversion Shares shall be paid to him:
 - (i) in cash, if all of the monthly contributions to his Plan Account for the relevant Offering Period were made by him by monthly deductions from his monthly base salary and/or his Designated Account;
 - (ii) by credit to his CPF Ordinary Account, if all of the monthly contributions to his Plan Account for the relevant Offering Period were made by him by monthly debits from his CPF Ordinary Account; and
 - (iii) in cash and by credit to his CPF Ordinary Account proportionately, in accordance with the proportion by which his monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account and by monthly debits from his CPF Ordinary Account, if the monthly contributions to his Plan Account for the relevant Offering Period were made by him by a combination of monthly deductions from his monthly base salary and/or his Designated Account, and monthly debits from his CPF Ordinary Account; and
- (h) the Participant is deemed to have agreed that the Conversion Amount which is credited to his Plan Account for that Offering Period will be refunded to him:
 - (i) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
 - (ii) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.

The determination by the Bank of the amount of the Cash Profit for that Offering Period to be paid to the Participant shall be binding and conclusive.

Where the Cash Profit or any part thereof is to be paid to a Participant in cash, the relevant cash amount shall be paid by cheque, cashiers' order, banker's draft or postal order made out in favour of the Participant or such other mode of payment as the Bank may, in its sole discretion, determine as soon as practicable, but not later than ten (10) Market Days, after completion of the sale of the relevant Conversion Shares (or such other period as may be determined by the Committee in its absolute discretion).

Where the Cash Profit or any part thereof is to be paid to a Participant by credit to his CPF Ordinary Account, the relevant amount shall be credited as soon as practicable, but not later than ten (10) Market Days, after completion of the sale of the relevant Conversion Shares (or such other period as may be determined by the Committee in its absolute discretion).

11.7 The following provisions shall apply where Shares are to be delivered to a Participant with respect to any Offering Period pursuant to Rule 11.3:

- (a) Subject to 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 compliance with the terms of the Plan, the Articles and the Memorandum of Association of the Bank, the Bank shall:
 - (i) within ten (10) Market Days after the date falling fourteen (14) days after the last day of that Offering Period, or such other period as may be determined by the Committee in its absolute discretion (where Rule 11.3(a) applies); or
 - (ii) within such period as may be prescribed by the Committee (where Rule 11.3(b) applies),

allot the relevant Shares or, as the case may be, procure the transfer of existing Shares (which may include, where desired, any Shares held by the Bank in treasury) in the name of or to the Participant or, if directed by the Participant, to CDP to the credit of the securities account of the Participant maintained with CDP, the securities sub-account of the Participant maintained with a Depository Agent or (if the amounts standing to the credit of his Plan Account for that Offering Period were contributed by debit from his CPF Ordinary Account) the CPF investment account of the Participant maintained with a CPF agent bank, in each case designated by the Participant, and, where required, despatch to the Participant, or as the case may be, CDP the relevant certificates for the Shares by ordinary post or such other mode as the Committee may deem fit.

Where new Shares are allotted pursuant to this Rule 11.7(a), the Bank shall, as soon as practicable after such allotment, apply to the Singapore Exchange for permission to deal in and quotation of such Shares.

- (b) Shares acquired with respect to any Offering Period pursuant to Rule 11.7(a) shall:
 - (i) be subject to all the provisions of the Articles and the Memorandum of Association of the Bank; and

- (ii) 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 date on which such Shares are credited to the relevant securities account with CDP or, if new Shares are to be allotted in the name of the Participant or existing Shares transferred to the Participant, the date of allotment or, as the case may be, the date of transfer of such Shares, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

“**Record Date**” means the date fixed by the Bank for the purposes of determining entitlements to dividends or other distributions to or rights of shareholders.

- (c) Subject to the Act and the rules of the Listing Manual, the Bank shall have the flexibility, at its sole discretion, to deliver Shares to Participants under the Plan by way of:
 - (i) an allotment of new Shares; and/or
 - (ii) the transfer of existing Shares, including any Shares held by the Bank in treasury.

In the event that the aggregate number of Shares that all Participants have been deemed to have elected to acquire or receive in respect of an Offering Period exceeds the maximum number of Shares remaining available for issue under Rule 14, then the number of Shares to which each Participant is entitled to acquire or receive may, at the discretion of the Committee, be determined by multiplying the number of Shares available for issue by a fraction, the numerator of which is the number of Shares that that Participant is deemed to have elected to acquire or receive and the denominator of which is the number of Shares that all Participants have been deemed to have elected to acquire or receive, rounded down to the nearest whole Share. In such an event, the Committee may also determine with respect to all Participants that any number of Shares less than one whole Share, as calculated in accordance with this Rule 11.7(c), shall be rounded down to the nearest whole Share.

- 11.8 Any amount remaining in a Participant’s Plan Account at the end of an Offering Period shall be refunded to the Participant with accrued interest:
 - (a) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
 - (b) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.
- 11.9 If, in the case of a Participant whose monthly contributions to his Plan Account for any Offering Period were made by monthly debits from his CPF Ordinary Account, the Shares to be acquired by that Participant and to be credited to his CPF investment account pursuant to Rule 11.7(a) would cause that Participant to exceed the limit on investible savings that can be invested in shares imposed by the CPF Board, then notwithstanding any provision of these Rules, such amount in his CPF Special Investment Account for that Offering Period that would otherwise have been applied towards the acquisition of Shares pursuant to this Rule 11 shall instead be refunded to the Participant with accrued interest by credit to his CPF Ordinary Account and that Participant may, if he so elects, pay into the Plan Account for that Offering Period such corresponding amount in cash as may be necessary in order to enable him to acquire such Shares. Such payment shall be made in such manner as may be prescribed by the Committee from time to time.

12. PARTICIPANTS WITH FOREIGN CURRENCY DENOMINATED MONTHLY BASE SALARY

The Committee may from time to time make and vary regulations (not being inconsistent with the Plan) for the participation in the Plan by Participants whose monthly base salary is denominated in a currency other than Singapore dollars. Such regulations may include the appointment of a separate entity to hold Plan Accounts for each Offering Period on behalf of the Bank, the maintenance of Plan Accounts for each Offering Period in a foreign currency(ies) and the conversion of moneys to be credited to, or standing to the credit of, Plan Accounts for each Offering Period from a foreign currency(ies) to Singapore dollars and/or *vice versa*.

13. TAKE-OVER AND WINDING-UP OF THE BANK

- 13.1 Subject to Rule 13.4, upon the occurrence of any of the following events:
 - (a) in the event of a take-over offer being made for the Shares; or
 - (b) under the Act, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Bank or its amalgamation with another company or companies; or
 - (c) in the event of a members’ solvent voluntary winding-up (other than for amalgamation or reconstruction),

Appendix

the Committee may, in its absolute discretion, determine that the relevant Offering Period(s) then outstanding shall terminate on such date as it may, in its absolute discretion, determine and these Rules shall then have effect by reference to such new termination date of such Offering Period(s) as if it were the original termination date of such Offering Period(s) prescribed by the Committee pursuant to Rule 5.

- 13.2 Upon any determination by the Committee pursuant to Rule 13.1, the Bank shall notify each Participant in writing of the last day of the applicable Offering Period(s) so determined.
- 13.3 If an order or an effective resolution is made for the winding-up of the Bank on the basis of its insolvency, all rights of the Participants to acquire Shares, to the extent unexercised, shall lapse and become null and void on the date of such order or resolution, as the case may be, and the entire amount credited to that Participant's Plan Account for each Offering Period shall be refunded to him as soon as practicable thereafter with accrued interest:
- (a) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
 - (b) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.
- 13.4 If, in connection with the making of a take-over offer, a scheme or a winding-up referred to in Rule 13.1, 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 rights to acquire Shares or the payment of cash or the grant of other options or otherwise, a Participant may not, at the discretion of the Committee, be permitted to elect to acquire Shares as provided for in this Rule 13.
- 13.5 To the extent that a Participant does not elect to acquire Shares in the manner referred to in this Rule 13, such rights to acquire Shares shall lapse and become null and void and the entire amount credited to that Participant's Plan Account for each Offering Period shall be refunded to him as soon as practicable thereafter with accrued interest:
- (a) in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or
 - (b) by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.

14. LIMITATION ON THE SIZE OF THE PLAN

The aggregate number of new Shares that can be issued pursuant to the Plan on any date, when added to the number of new Shares issued and issuable under (a) the Plan, (b) all options granted under the OCBC Executives' Share Option Scheme 1994 and (c) all options granted under the OCBC Share Option Scheme 2001, shall not exceed fifteen (15) per cent. of the total number of issued Shares of the Bank (excluding any Shares held by the Bank in treasury) on the day preceding that date.

15. ADJUSTMENT EVENTS

- 15.1 If a variation in the issued ordinary share capital of the Bank (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation, distribution or otherwise) shall take place, then the Acquisition Price of the Shares, the class and/or number of Conversion Shares and the rounding procedures described in Rule 11.3 and Rule 11.7(c) shall be adjusted in such manner as the Committee may determine to be appropriate.
- 15.2 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 Shares purchased or acquired by the Bank by way of a market purchase of such Shares undertaken by the Bank on the Singapore Exchange during the period when a share purchase mandate granted by shareholders of the Bank (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.
- 15.3 Notwithstanding the provisions of Rule 15.1:
- (a) any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable; and
 - (b) the adjustment must be made in such a way that a Participant will not receive a benefit that a holder of the Shares does not receive.

- 15.4 Upon any adjustment required to be made pursuant to this Rule 15, the Bank shall notify each Participant in writing and deliver to him a statement setting forth the Acquisition Price thereafter in effect. Any adjustment shall take effect upon such written notification being given.

16. ADMINISTRATION OF THE PLAN

- 16.1 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 of Directors of the Bank, provided that no member of the Committee shall participate in any deliberation or decision in respect of such member's participation in the Plan.
- 16.2 The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan as it thinks fit. Any matter pertaining or pursuant to the Plan and any dispute and uncertainty as to the interpretation of the Plan, any Rule, regulation or procedure thereunder or any rights under the Plan shall be determined by the Committee.
- 16.3 Neither the Plan nor the participation of any Eligible Employee in the Plan shall impose on the Bank or the Committee any liability whatsoever in connection with:
- (a) any omission by the Committee (or such person(s) as it may from time to time direct) to notify Group Employees of:
 - (i) their eligibility to participate in the Plan; or
 - (ii) any details, or any changes to any details, pertaining to the Plan or any Offering Period (including the period with respect to which a Group Employee may enrol in the Plan, the Acquisition Price and the procedures for enrolling in the Plan, opening a Plan Account, electing to acquire or not to acquire Shares, making a Cash Election and withdrawing from the Plan);
 - (b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Plan; and/or
 - (c) any decision or determination of the Committee made pursuant to any provision of the Plan.
- 16.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditors) shall be final, binding and conclusive.

17. NOTICES AND COMMUNICATIONS

- 17.1 Any notice required to be given by a Participant to the Bank shall be sent or made to the registered office of the Bank or such other addresses (including electronic mail addresses) or facsimile number, and marked for the attention of the Committee, as may be notified by the Bank to him in writing.
- 17.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Bank and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Bank and shall be:
- (a) delivered to him by hand or sent to him at his Singapore address, electronic mail address or facsimile number according to the records of the Bank or the last known address, electronic mail address or facsimile number of the Participant; and/or
 - (b) published on the Group Human Resources page of the intranet website of the Bank,
- as the Committee (or such person(s) as aforesaid) may in its absolute discretion elect.
- 17.3 Any notice or other communication from a Participant to the Bank shall be irrevocable, and shall not be effective until received by the Bank. Any other notice or communication from the Bank to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 17.2 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 or, if published on the Group Human Resources page of the intranet website of the Bank, on the day of publication.
- 17.4 An enrolment, withdrawal, acquisition or Cash Election, including without any limitation, submission of a completed and signed Enrolment Form under Rule 7.1, a completed and signed Discontinuance Form under Rule 8.4, a completed and signed Election Form under Rule 10.4(a), a completed and signed Acquisition Form under Rule 11.1 and/or a completed and signed Cash Election Form under Rule 11.4 and/or any correspondence in relation thereto, may be communicated electronically through any form of electronic communication approved by the Committee for such purposes from time to time incorporating, if the Committee deems necessary, the use of security and/or identification procedures and devices approved by the Committee.

Appendix

17.5 Any provision in these Rules requiring a form or other document to be signed by a Participant may be satisfied by way of an electronic communication, by the execution of any on-line act, procedure or routine designated by the Bank to signify the Participant's intention to be bound by such communication. By making an electronic communication, a Participant is deemed to have agreed that he shall have no claim whatsoever against the Bank or the Committee for any delay, failure or inaccuracy in the recording, storage, transmission or delivery of data relating to such communication to the Bank due to a breakdown or failure of transmission, delivery or communication facilities (in each case whether or not within the control of the Bank or the Committee) or for any compensation, loss or damages in connection therewith or in relation thereto.

18. MODIFICATIONS TO THE PLAN

- 18.1 Any or all the provisions of the Plan may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:
- (a) no modification or alteration shall alter adversely the rights granted to any Participant prior to such modification or alteration except with the consent in writing of such number of Participants who, if they elected to acquire the full number of Conversion Shares in accordance with Rule 11.3 with the amounts then standing to the credit of their respective Plan Accounts for each Offering Period, would thereby become entitled to not less than three-quarters in number of ~~the aggregate of~~ all the Conversion Shares which would fall to be acquired by all Participants ~~for the full number of Conversion Shares~~ in accordance with Rule 11.3 with the amounts then standing to the credit of their respective Plan Accounts for each Offering Period;
 - (b) the definitions of "Acquisition Price", "Committee", "Group Employee" and "Participant" and the provisions of Rules 4, 5.2, 6, 7.3, 9, 11.2, 11.7(b), 13, 14, 15, 16 and this Rule 18 shall not be altered to the advantage of Participants except with the prior approval of the Bank in general meeting; and
 - (c) no modification or alteration shall be made without the prior approval of the Singapore Exchange and such other regulatory authorities as may be necessary.
- 18.2 Notwithstanding anything to the contrary contained in Rule 18.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the Singapore Exchange) amend or alter the Plan in any way to the extent necessary to cause the Plan to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the Singapore Exchange).
- 18.3 Written notice of any modification or alteration made in accordance with this Rule 18 shall be given to all Participants.

19. TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment of a Participant (being a Group Employee) shall not be affected by his participation in the Plan, 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.

20. DURATION OF THE PLAN

- 20.1 The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the Commencement Date, provided always that the Plan may continue beyond the above stipulated period with the approval of the Bank by ordinary resolution in general meeting and of any relevant authorities which may then be required.
- 20.2 The Plan may be suspended or terminated at any time by the Committee or, at the discretion of the Committee, by ordinary resolution of the Bank in general meeting, subject to all relevant approvals which may be required and if the Plan is so suspended or terminated, no rights to acquire Shares may be granted and (subject to Rule 20.3) no contributions to Plan Accounts for any Offering Period may be accepted during any period of suspension of the Plan or after termination of the Plan.
- 20.3 ~~Upon~~The termination of the Plan, ~~any amount remaining in each Participant's Plan Account for each Offering Period shall be refunded to the Participant with accrued interest:~~ shall not affect the rights of the Participants in relation to any Offering Period which may be outstanding as at the date of termination, and contributions to Plan Accounts for any such outstanding Offering Period may continue to be accepted after termination of the Plan.
- (a) ~~in cash, if the monthly contributions were made by monthly deductions from his monthly base salary and/or his Designated Account; and/or~~
 - (b) ~~by credit to his CPF Ordinary Account, if the monthly contributions were made by monthly debits from his CPF Ordinary Account.~~

21. TAXES

All taxes (including income tax) arising from the acquisition of Shares and/or receipt of cash by any Participant under the Plan shall be borne by that Participant.

22. COSTS AND EXPENSES OF THE PLAN

22.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the acquisition of any Shares pursuant to the Plan and, where applicable, the deposit of certificate(s) for the Shares with CDP, the Participant's securities account with CDP, the Participant's securities sub-account with a CDP Depository Agent or CPF investment account with a CPF agent bank.

22.2 Save for the taxes referred to in Rule 21 and such other costs and expenses expressly provided in the Plan to be payable by the Participants, all fees, costs and expenses incurred by the Bank in relation to the Plan including but not limited to the fees, costs and expenses relating to the acquisition of Shares pursuant to the Plan shall be borne by the Bank.

23. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Committee and the Bank 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 Bank's delay in delivering the Shares or applying for or procuring the listing of the Shares on the Singapore Exchange in accordance with Rule 11.7(a).

24. DISCLOSURES IN ANNUAL REPORTS

The following disclosures or the appropriate negative statements (as applicable) will be made by the Bank in its annual report for so long as the Plan continues in operation:

- (a) the names of the members of the Committee administering the Plan; and
- (b) in respect of the following Participants of the Plan:
 - (i) Directors of the Bank; and
 - (ii) Participants (other than those in paragraph (i) above) who have been granted rights to acquire Shares under the Plan, the OCBC Executives' Share Option Scheme 1994 and the OCBC Share Option Scheme 2001 which, in aggregate, represent five (5) per cent. or more of the aggregate of (1) the total number of new Shares available under the Plan, the OCBC Executives' Share Option Scheme 1994 and the OCBC Share Option Scheme 2001 and (2) the total number of existing Shares delivered pursuant to the Plan, the OCBC Executives' Share Option Scheme 1994 and the OCBC Share Option Scheme 2001,

the following information:

- (aa) the name of the Participant;
- (bb) the following particulars relating to such rights granted under the Plan:
 - (1) rights to acquire Shares granted during the financial year under review (including terms);
 - (2) the aggregate number of Shares comprised in such rights granted since the commencement of the Plan to the end of the financial year under review;
 - (3) the aggregate number of Shares arising from such rights since the commencement of the Plan to the end of the financial year under review; and
 - (4) the aggregate number of Shares comprised in such rights outstanding as at the end of the financial year under review.

25. DISPUTES

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

26. GOVERNING LAW

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

Notice of Extraordinary General Meeting

OVERSEA-CHINESE BANKING CORPORATION LIMITED

(Incorporated in Singapore)

Company Registration Number: 193200032W

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Oversea-Chinese Banking Corporation Limited (the “**Bank**”) will be held at Orchard Hotel Singapore, Level 3, 442 Orchard Road, Singapore 238879 on Thursday, 24 April 2014 at 3.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Seventy-Seventh Annual General Meeting of the Bank to be held at 2.30 p.m. on the same day and at the same place) for the purpose of considering and, if thought fit, passing with or without modifications, the following Resolutions, which will be proposed as Ordinary Resolutions:

Ordinary Resolution 1

The Proposed Renewal of the Share Purchase Mandate

THAT:

- (a) for the purposes of Sections 76C and 76E of the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”), the exercise by the Directors of the Bank of all the powers of the Bank to purchase or otherwise acquire ordinary shares in the capital of the Bank (“**Ordinary Shares**”) not exceeding in aggregate the Maximum Limit (as hereafter defined), at such price or prices as may be determined by the Directors from time to time up to the Maximum Price (as hereafter defined), whether by way of:
- (i) market purchase(s) on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) and/or any other stock exchange on which the Ordinary Shares may for the time being be listed and quoted (“**Other Exchange**”); and/or
 - (ii) off-market purchase(s) (if effected otherwise than on the SGX-ST or, as the case may be, Other Exchange) in accordance with any equal access scheme(s) as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act,

and otherwise in accordance with all other laws and regulations and rules of the SGX-ST or, as the case may be, Other Exchange as may for the time being be applicable, be and is hereby authorised and approved generally and unconditionally (the “**Share Purchase Mandate**”);

- (b) unless varied or revoked by the Bank in general meeting, the authority conferred on the Directors of the Bank pursuant to the Share Purchase Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the passing of this Resolution and expiring on the earliest of:
- (i) the date on which the next Annual General Meeting of the Bank is held;
 - (ii) the date by which the next Annual General Meeting of the Bank is required by law to be held; and
 - (iii) the date on which purchases and acquisitions of Ordinary Shares pursuant to the Share Purchase Mandate are carried out to the full extent mandated;

- (c) in this Resolution:

“**Average Closing Price**” means the average of the last dealt prices of an Ordinary Share for the five consecutive market days on which the Ordinary Shares are transacted on the SGX-ST or, as the case may be, Other Exchange immediately preceding the date of market purchase by the Bank or, as the case may be, the date of the making of the offer pursuant to the off-market purchase, and deemed to be adjusted in accordance with the listing rules of the SGX-ST for any corporate action which occurs after the relevant five-day period;

“**date of the making of the offer**” means the date on which the Bank announces its intention to make an offer for the purchase or acquisition of Ordinary Shares from holders of Ordinary Shares, stating therein the purchase price (which shall not be more than the Maximum Price) for each Ordinary Share and the relevant terms of the equal access scheme for effecting the off-market purchase;

“**Maximum Limit**” means that number of Ordinary Shares representing 5% of the issued Ordinary Shares as at the date of the passing of this Resolution (excluding any Ordinary Shares which are held as treasury shares as at that date); and

“**Maximum Price**” in relation to an Ordinary Share to be purchased or acquired, means the purchase price (excluding brokerage, commission, applicable goods and services tax and other related expenses) which shall not exceed:

- (i) in the case of a market purchase of an Ordinary Share, 105% of the Average Closing Price of the Ordinary Shares; and
 - (ii) in the case of an off-market purchase of an Ordinary Share pursuant to an equal access scheme, 110% of the Average Closing Price of the Ordinary Shares; and
- (d) the Directors of the Bank and/or any of them be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they and/or he may consider expedient or necessary to give effect to the transactions contemplated and/or authorised by this Resolution.

Ordinary Resolution 2

The Proposed Extension of, and Alterations to, the OCBC Employee Share Purchase Plan

THAT:

- (a) pursuant to Rule 20.1 of the rules of the OCBC Employee Share Purchase Plan (the “**Plan**”), the extension of the duration of the Plan for a period of 10 years from 19 May 2014 up to 18 May 2024 (both dates inclusive) be and is hereby approved;
- (b) the Amended and Restated Rules of the OCBC Employee Share Purchase Plan set out in the Appendix to the Circular to Shareholders dated 4 April 2014 (the “**Circular**”), incorporating the alterations to the Plan as described in the Circular, be and are hereby approved and adopted in substitution for, and to the exclusion of, the existing Rules of the Plan; and
- (c) authority be and is hereby given to the Directors of the Bank to grant rights to acquire ordinary shares in the capital of the Bank in accordance with the provisions of the Rules of the Plan (as altered) and to allot and issue from time to time such number of ordinary shares in the capital of the Bank as may be required to be issued pursuant to the exercise of rights to acquire ordinary shares under the Plan (as altered), provided that the aggregate number of new ordinary shares to be issued pursuant to the Plan (as altered) and the OCBC Share Option Scheme 2001 shall not exceed 5% of the total number of issued ordinary shares in the capital of the Bank excluding treasury shares from time to time.

PETER YEOH

Secretary

Singapore

4 April 2014

Notice of Extraordinary General Meeting

Notes:

1. A Shareholder of the Bank entitled to attend and vote at the above Meeting is entitled to appoint a proxy to attend and vote on his behalf. Such proxy need not be a Shareholder of the Bank.
2. The instrument appointing a proxy must be deposited at the Share Registration Office of the Bank, M & C Services Private Limited, 112 Robinson Road #05-01, Singapore 068902, not less than 48 hours before the time set for the holding of the Meeting. The sending of a Proxy Form by a Shareholder does not preclude him from attending and voting in person at the Meeting if he finds that he is able to do so. In such event, the relevant Proxy Forms will be deemed to be revoked.
3. The Bank intends to use its internal sources of funds to finance its purchase or acquisition of Ordinary Shares. The amount of financing required for the Bank to purchase or acquire its Ordinary Shares, and the impact on the Bank's financial position, cannot be ascertained as at the date of this Notice as these will depend on whether the Ordinary Shares are purchased or acquired out of capital or profits of the Bank, the number of Ordinary Shares purchased or acquired, the price at which such Ordinary Shares were purchased or acquired and whether the Ordinary Shares purchased or acquired are held in treasury or cancelled.

Based on the existing issued Ordinary Shares of the Bank as at 5 March 2014 (the "**Latest Practicable Date**"), the purchase by the Bank of 5% of its issued Ordinary Shares (disregarding the Ordinary Shares held in treasury) will result in the purchase or acquisition of 171,700,324 Ordinary Shares.

Assuming that the Bank purchases or acquires the 171,700,324 Ordinary Shares at the Maximum Price, the maximum amount of funds required is approximately:

- (a) (in the case of market purchases of Ordinary Shares) S\$1,715.29 million based on S\$9.99 for one Ordinary Share (being the price equivalent to 5% above the Average Closing Price of the Ordinary Shares traded on the SGX-ST for the five consecutive market days immediately preceding the Latest Practicable Date); and
- (b) (in the case of off-market purchases of Ordinary Shares) S\$1,797.70 million based on S\$10.47 for one Ordinary Share (being the price equivalent to 10% above the Average Closing Price of the Ordinary Shares traded on the SGX-ST for the five consecutive market days immediately preceding the Latest Practicable Date).

The financial effects of the purchase or acquisition of such Ordinary Shares by the Bank pursuant to the proposed Share Purchase Mandate on the audited financial accounts of the Bank and its subsidiaries for the financial year ended 31 December 2013 based on these assumptions are set out in paragraph 2.7 of the Bank's Circular to Shareholders dated 4 April 2014.

PROXY FORM

OVERSEA-CHINESE BANKING CORPORATION LIMITED (Incorporated in Singapore)

Company Registration Number: 193200032W

IMPORTANT:

1. If you have purchased Ordinary Shares using your CPF funds or hold non-cumulative non-convertible preference shares in the capital of the Bank, the Circular to Shareholders dated 4 April 2014 is forwarded to you for your information only and this Proxy Form is not valid for use by you.
2. CPF investors who wish to attend the Extraordinary General Meeting as observers must submit their requests through their CPF Approved Nominees within the time frame specified. Any voting instructions must also be submitted to their CPF Approved Nominees within the time frame specified to enable them to vote on the CPF investor's behalf.

I/We, (Name) _____

(NRIC/Passport No.) _____ of (Address) _____

being a shareholder/shareholders of Oversea-Chinese Banking Corporation Limited (the "Bank"), hereby appoint

| Name | Address | NRIC/Passport No. | Proportion of Shareholdings (%) |
|------|---------|-------------------|---------------------------------|
| | | | |

and/or (delete as appropriate)

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

as my/our proxy/proxies to attend and to vote for me/us on my/our behalf and, if necessary, to demand a poll, at the Extraordinary General Meeting of the Bank to be held at Orchard Hotel Singapore, Level 3, 442 Orchard Road, Singapore 238879 on Thursday, 24 April 2014 at 3.00 p.m. (or as soon thereafter following the conclusion or adjournment of the Seventy-Seventh Annual General Meeting of the Bank to be held at 2.30 p.m. on the same day and at the same place) and at any adjournment thereof.

I/We have indicated with an "X" in the appropriate box against the item below how I/we wish my/our proxy/proxies to vote. If no specific direction as to voting is given or in the event of any item arising not summarised below, my/our proxy/proxies may vote or abstain at the discretion of my/our proxy/proxies.

| | For | Against |
|---|-----|---------|
| Ordinary Resolution 1 To approve the proposed renewal of the Share Purchase Mandate | | |
| Ordinary Resolution 2 To approve the proposed extension of, and alterations to, the OCBC Employee Share Purchase Plan | | |

Dated this _____ day of _____ 2014

Signature(s) of Shareholder(s) or Common Seal

IMPORTANT: PLEASE READ NOTES OVERLEAF

Total Number of Ordinary Shares Held

| |
|--|
| |
|--|

NOTES:

1. Please insert the total number of Ordinary Shares held by you. If you have Ordinary Shares entered against your name in the Depository Register (as defined in section 130A of the Companies Act, Chapter 50 of Singapore), you should insert that number of Ordinary Shares. If you have Ordinary Shares registered in your name in the Register of Members, you should insert that number of Ordinary Shares. If you have Ordinary Shares entered against your name in the Depository Register and Ordinary Shares registered in your name in the Register of Members, you should insert the aggregate number of Ordinary Shares entered against your name in the Depository Register and registered in your name in the Register of Members. If no number is inserted, the instrument appointing a proxy or proxies shall be deemed to relate to all the Ordinary Shares held by you.
2. A Shareholder of the Bank entitled to attend and vote at a meeting of the Bank is entitled to appoint one or two proxies to attend and vote on his behalf. Such proxy need not be a Shareholder of the Bank.
3. Where a Shareholder appoints two proxies, the appointments shall be invalid unless he specifies the proportion of his shareholding (expressed as a percentage of the whole) to be represented by each proxy.
4. The instrument appointing a proxy or proxies must be deposited at the Share Registration Office of the Bank at M & C Services Private Limited, 112 Robinson Road #05-01, Singapore 068902, not less than 48 hours before the time set for holding the Extraordinary General Meeting. The sending of a Proxy Form by a Shareholder does not preclude him from attending and voting in person at the Extraordinary General Meeting if he finds that he is able to do so. In such event, the relevant Proxy Forms will be deemed to be revoked.
5. The instrument appointing a proxy or proxies must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its seal or under the hand of a director or an officer or attorney duly authorised.
6. A corporation which is a Shareholder may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative at the Extraordinary General Meeting, in accordance with section 179 of the Companies Act, Chapter 50 of Singapore.
7. The Bank shall be entitled to reject the instrument appointing a proxy or proxies if it is incomplete, improperly completed or illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing a proxy or proxies. In addition, in the case of a Shareholder whose Ordinary Shares are entered in the Depository Register, the Bank may reject any instrument appointing a proxy or proxies lodged if the Shareholder, being the appointor, is not shown to have Ordinary Shares entered against his name in the Depository Register as at 48 hours before the time appointed for holding the Extraordinary General Meeting, as certified by The Central Depository (Pte) Limited to the Bank.

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