

**PROPOSED RULES OF THE STARHUB RESTRICTED STOCK PLAN 2024**

**RULES OF  
THE STARHUB RESTRICTED STOCK PLAN 2024**

**1. NAME OF THE PLAN**

The Plan shall be called the "StarHub Restricted Stock Plan 2024" or "RSP 2024".

**2. DEFINITIONS**

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

"Act"	The Companies Act 1967 of Singapore.
"Adoption Date"	The date on which the Plan is adopted by the Company in general meeting.
"Associated Company"	A company in which at least 20% but not more than 50% of its shares are held by the Company and/or its subsidiaries, or a subsidiary of such company, and over whose management the Company has control.
"Associated Company Employee"	Any employee of an Associated Company (including any Associated Company Executive Director).
"Associated Company Executive Director"	A director of an Associated Company who performs an executive function.
"Auditors"	The auditors of the Company for the time being.
"Award"	A contingent award of Shares granted under Rule 5.
"Award Date"	In relation to an Award, the date on which the Award is granted pursuant to Rule 5.
"Award Letter"	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee.
"CDP"	The Central Depository (Pte) Limited.
"Committee"	A committee comprising directors of the Company and not more than one other person (if any) as may be nominated by the Parent Company, duly authorised and appointed by the board of directors of the Company to administer the Plan.
"Company"	StarHub Ltd, a company incorporated in the Republic of Singapore.

"Constitution"	The Constitution of the Company, as amended, modified or supplemented from time to time.
"Depository Agent"	Has the meaning ascribed to it in Section 81SF of the SFA.
"Group"	The Company and its subsidiaries.
"Group Employee"	Any employee of the Group (including any Group Executive Director and any Parent Group Executive or non-executive director of the Parent Group who meets the relevant age and rank criteria and whose services have been seconded to a company within the Group).
"Group Executive Director"	A director of the Company 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 Value"	In relation to a Share, on any day: <ul style="list-style-type: none"> <li>(a) the volume-weighted average price of a Share on the Singapore Exchange over the three (3) immediately preceding Trading Days; or</li> <li>(b) if the Committee is of the opinion that the Market Value as determined in accordance with (a) above is not representative of the value of a Share, such price as the Committee may determine, such determination to be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.</li> </ul>
"Non-Executive Director"	A director of: <ul style="list-style-type: none"> <li>(a) the Company and/or any of its subsidiaries, other than a Group Executive Director; or</li> <li>(b) an Associated Company, other than an Associated Company Executive Director.</li> </ul>
"Parent Company"	Singapore Technologies Telemedia Pte Ltd for so long as it remains the holding company or single largest corporate shareholder of the Company. Where Singapore Technologies Telemedia Pte Ltd ceases to be the holding company or the single largest shareholder of the Company, a company being the holding company of the Company designated by the Committee for the purposes of the Plan or, where no such holding company exists, the single largest corporate shareholder for the time being of the Company designated by the Committee for the purposes of the Plan and approved by

the Singapore Exchange.

"Parent Group"	The Parent Company and such of the Parent Company's subsidiaries as are designated by the Committee for the purposes of the Plan (but, where applicable, excluding the Group).
"Parent Group Executive"	Any employee of the Parent Group (including any Parent Group Executive Director).
"Parent Group Executive Director"	A director of the Parent Company and/or any of its designated subsidiaries (but, where applicable, excluding the Group), as the case may be, who performs an executive function.
"Participant"	A Group Employee, a Non-Executive Director or an Associated Company Employee who has been granted an Award.
"Performance-related Award"	An Award in relation to which a Performance Condition is specified.
"Performance Condition"	In relation to a Performance-related Award, the condition specified on the Award Date in relation to that Award.
"Performance Period"	In relation to a Performance-related Award, a period, the duration of which is to be determined by the Committee on the Award Date, during which the Performance Condition is to be satisfied.
"Plan"	The StarHub Restricted Stock Plan 2024, as the same may be modified or altered from time to time.
"Release"	In relation to an Award, the release, at the end of each Vesting Period, of the Shares to be released on such date and "Released" shall be construed accordingly.
"Release Schedule"	In relation to an Award, a schedule in such form as the Committee shall approve, in accordance with which Shares which are the subject of that Award shall be Released at the end of each Vesting Period.
"Released Award"	An Award which has been Released in full or in part in accordance with Rule 7.
"SFA"	The Securities and Futures Act 2001 of Singapore.
"Shares"	Ordinary shares in the capital of the Company.
"Singapore Exchange"	Singapore Exchange Securities Trading Limited and any other stock exchange on which the Shares are quoted or listed.

"StarHub Performance Share Plan 2014"	The StarHub Performance Share Plan adopted by the Company on 14 April 2014 and the expiry of which is on 13 April 2024.
"StarHub Performance Share Plan 2024"	The StarHub Performance Share Plan 2024 adopted or to be adopted by the Company, as the same may be modified or altered from time to time.
"StarHub Restricted Stock Plan 2014"	The StarHub Restricted Stock Plan adopted by the Company on 14 April 2014 and the expiry of which is on 13 April 2024.
"subsidiary holdings"	Has the meaning ascribed to it under the Listing Manual.
"Trading Day"	A day on which the Shares are traded on the Singapore Exchange.
"Vesting"	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and "Vest" and "Vested" shall be construed accordingly.
"Vesting Date"	In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares shall be Vested pursuant to Rule 7.
"Vesting Period"	In relation to an Award, a period or periods, the duration of which is to be determined by the Committee on the Award Date.

- 2.2 For purposes of the Plan, the Company shall be deemed to have control over another company if it has the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of that company.
- 2.3 Words importing the singular number shall, where applicable, include the plural number and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter gender.
- 2.4 Any reference to a time of a day in the Plan is a reference to Singapore time.
- 2.5 Any reference in the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act, the SFA or the Listing Manual or any statutory modification thereof and used in the Plan shall have the meaning assigned to it under the Act, the SFA or the Listing Manual, as the case may be.

### 3. OBJECTIVES OF THE PLAN

The Plan is a share incentive scheme. The Plan is proposed on the basis that it is important to retain staff whose contributions are essential to the well-being and prosperity of the Group

and to give recognition to outstanding executives and executive directors of the Group, Parent Group and Associated Companies who have contributed to the growth of the Group. The Plan will also enable grants of fully paid Shares to be made to Non-Executive Directors as part of their remuneration in respect of their office as such in lieu of cash. The Plan will give Participants an opportunity to have a personal equity interest in the Company and will help to achieve the following positive objectives:

- (a) to align the interests of employees with long-term shareholder value creation;
- (b) the retention of key executives and executive directors of the Group, Parent Group and Associated Companies whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to create a sense of ownership over, and instil a stronger identification by employees with, the long-term and sustained growth of the Company;
- (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the shareholders of the Company;
- (e) the motivation of the Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group; and
- (f) to give recognition to the contributions made or to be made by non-executive directors of the Group, Parent Group and Associated Companies to the success of the Group.

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

The following persons, unless they are also controlling shareholders (as defined in the Listing Manual) of the Company 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:

- (a) Group Employees who have attained the age of twenty-one (21) years and hold such rank as may be designated by the Committee from time to time;
- (b) Non-Executive Directors who, in the opinion of the Committee, have contributed or will contribute to the success of the Group; and
- (c) Associated Company Employees who have attained the age of twenty-one (21) years and hold such rank as may be designated by the Committee from time to time and who, in the opinion of the Committee, have contributed or will contribute to the success of the Group.

#### **5. GRANT OF AWARDS**

- 5.1 Subject as provided in Rule 8, the Committee may grant Awards to eligible Group Employees, Non-Executive Directors and/or Associated Company Employees, in each case, as the Committee may select, in its absolute discretion, at any time during the period when the Plan is in force.

- 5.2 The number of Shares which are the subject of each Award to be granted to a Participant in accordance with the Plan shall be determined at the absolute discretion of the Committee, which may (but is not obliged to) take into account criteria such as his job designation, job performance, potential for future development, contribution to the success and development of the Group and (in the case of a Performance-related Award) the extent of effort with which the Performance Condition may be achieved within the Performance Period. In the case of an Award to be granted to a Non-Executive Director, the Committee shall take into account criteria such as his board and committee appointments, and extent of his contribution to the success and development of the Group. For the avoidance of doubt, no Performance-related Awards shall be granted to eligible Non-Executive Directors.
- 5.3 The Committee shall, in its absolute discretion, decide in relation to an Award:
- (a) the Participant;
  - (b) the Award Date;
  - (c) the number of Shares which are the subject of the Award;
  - (d) in the case of a Performance-related Award:
    - (i) the Performance Period; and
    - (ii) the Performance Condition;
  - (e) the Vesting Period(s), if any;
  - (f) the Vesting Date(s), if any;
  - (g) the Release Schedule, if any; and
  - (h) any other condition which the Committee may determine in relation to that Award.
- 5.4 The Committee may amend or waive the Vesting Period(s), the Release Schedule and/or any condition applicable to an Award, and in the case of a Performance-related Award, the Performance Period and/or the Performance Condition in respect of any Award:
- (a) in the event of a take-over offer being made for the Shares or a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies being approved by shareholders and/or sanctioned by the court under the Act or other applicable statute, an order being made or a resolution passed for the winding-up of the Company (other than as provided in Rule 6.1(d)), or a proposal to liquidate or sell all or substantially all of the assets of the Company; or
  - (b) in the case of a Performance-related Award, if anything happens which causes the Committee to conclude that:

- (i) a changed Performance Condition would be a fairer measure of performance, and would be no less difficult to satisfy; or
  - (ii) the Performance Condition should be waived,
- and shall notify the Participants of such change or waiver.

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

- (a) the Award Date;
- (b) the number of Shares which are the subject of the Award;
- (c) in the case of a Performance-related Award:
  - (i) the Performance Period; and
  - (ii) the Performance Condition;
- (d) the Vesting Period(s), if any;
- (e) the Vesting Date(s), if any;
- (f) the Release Schedule, if any; and
- (g) any other condition which the Committee may determine in relation to that Award.

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

5.7 An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer of the Shares to which the Released Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award, that Award or Released Award shall immediately lapse.

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

6.1 An Award shall, to the extent not yet Released, immediately lapse without any claim whatsoever against the Company:

- (a) in the event of misconduct on the part of the Participant as determined by the Committee in its discretion;
- (b) subject to Rule 6.2(b), where the Participant is a Group Employee or an Associated Company Employee, upon the Participant ceasing to be in the employment of the Group or the relevant Associated Company, as the case may be, for any reason whatsoever;



- (c) subject to Rule 6.2(b), where the Participant is a Parent Group Executive or a non-executive director of the Parent Group whose services have been seconded to a company within the Group, upon the Participant ceasing to be so seconded for any reason whatsoever; or
- (d) upon an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency.

For the purpose of Rule 6.1(b), the Participant shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

6.2 In any of the following events, namely:

- (a) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of an Award;
- (b) where the Participant being a Group Employee or an Associated Company Employee, ceases to be in the employment of the Group or the relevant Associated Company, as the case may be, or, where the Participant being a Parent Group Executive or a non-executive director of the Parent Group whose services have been seconded to a company within the Group, ceases to be so seconded, by reason of:
  - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
  - (ii) redundancy;
  - (iii) retirement at or after the legal retirement age;
  - (iv) retirement before the legal retirement age with the consent of the Committee;
  - (v) the company by which he is employed or to which he is seconded, as the case may be, ceasing to be a company within the Group or an Associated Company, as the case may be, or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or to an Associated Company, as the case may be;
  - (vi) his transfer to any Ministry, governmental or statutory body or corporation at the direction of the Company, the Parent Company or, as the case may be, the relevant Associated Company;
  - (vii) (where applicable) his transfer of employment from the Group to an Associated Company or *vice versa*; or
  - (viii) any other event approved by the Committee;
- (c) where a Participant, being a Non-Executive Director, ceases to be a Non-Executive Director for any reason whatsoever;

- (d) the death of a Participant; or
- (e) any other event approved by the Committee,

then the Committee may, in its absolute discretion, preserve all or any part of any Award and decide as soon as reasonably practicable following such event either to Vest some or all of the Shares which are the subject of any Award or to preserve all or part of any Award until the end of each Vesting Period and subject to the provisions of the Plan.

6.3 Without prejudice to the provisions of Rule 5.4, if before the Vesting Date, any of the following occurs:

- (a) a take-over offer for the Shares becomes or is declared unconditional;
- (b) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies being approved by shareholders of the Company and/or sanctioned by the court under the Act or other applicable statute; or
- (c) an order being made or the shareholders of the Company pass a resolution for a members' solvent voluntary winding-up (other than for amalgamation or reconstruction),

the Committee will consider, at its discretion, whether or not to Release any Award. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee may (if applicable) have regard to the proportion of the Vesting Period(s) which has elapsed. Where Awards are Released, the Committee will, as soon as practicable after the Awards have been Released, procure the allotment or transfer to each Participant of the number of Shares so determined, such allotment or transfer to be made in accordance with Rule 7. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 7.5.

## **7. RELEASE OF AWARDS**

### **7.1 Review of Performance Condition in relation to Performance-related Awards**

7.1.1 In relation to each Performance-related Award, as soon as reasonably practicable after the end of the relevant Performance Period, the Committee shall review the Performance Condition specified in respect of that Award and determine whether it has been satisfied and, if so, the extent to which it has been satisfied.

If the Committee determines in its sole discretion that the Performance Condition has not been satisfied or if the relevant Participant has not continued to be a Group Employee, an Associated Company Employee or a Non-Executive Director, as the case may be, from the Award Date up to the end of the relevant Performance Period, that Award shall lapse and be of no value and the provisions of Rules 7.2 to 7.5 shall be of no effect.

The Committee shall have the discretion to determine whether the Performance Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make computational adjustments to the

audited results of the Company, the Group or an Associated Company, as the case may be, to take into account such factors as the Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events.

## **7.2 Vesting Period(s)**

- 7.2.1 Subject, in relation to a Performance-related Award, to the Committee having determined that the Performance Condition has been satisfied and (subject to Rule 6) provided, in relation to all Awards, that the relevant Participant has continued to be a Group Employee, an Associated Company Employee or a Non-Executive Director, as the case may be, from the Award Date up to the end of the relevant Vesting Period and provided further that, in the opinion of the Committee, the job performance of the relevant Participant has been satisfactory, upon the expiry of each Vesting Period in relation to an Award, the Company shall Release to the relevant Participant the Shares to which his Award relates in accordance with the Release Schedule specified in respect of his Award on the Vesting Date.
- 7.2.2 Shares which are the subject of a Released Award shall be Vested to a Participant on the Vesting Date, which shall be a Trading Day falling as soon as practicable after the last day of the relevant Vesting Period and, on the Vesting Date, the Committee will procure the allotment or transfer to each Participant of the number of Shares (which may, in the case of a transfer of Shares, include Shares held by the Company in treasury) so determined.
- 7.2.3 Where new Shares are allotted upon the Vesting of any Award, the Company shall, as soon as practicable after such allotment, apply to the Singapore Exchange for permission to deal in and for quotation of such Shares.

## **7.3 Release of Award**

Shares which are allotted or transferred on the Release of an Award to a Participant shall be issued in the name of, or transferred to, CDP to the credit of the securities account of that Participant maintained with CDP or the securities sub-account of that Participant maintained with a Depository Agent.

## **7.4 Ranking of Shares**

New Shares allotted and issued, and existing Shares procured by the Company for transfer, on the Release of an Award shall:

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

"Record Date" means the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares.

## 7.5 Cash Awards

The Committee may in its absolute discretion determine to make a Release of Award, wholly or partly, in the form of cash rather than Shares, in which event the Participant shall receive on the Vesting Date, in lieu of all or part of the Shares which would otherwise have been allotted or transferred to him on the Release of his Award, the aggregate Market Value of such Shares on the Vesting Date.

## 8. LIMITATION ON THE SIZE OF THE PLAN

8.1 The total number of Shares which may be allotted and issued and/or delivered pursuant to Awards granted under the Plan on any date, when added to:

- (a) the total number of new Shares allotted and issued and/or to be allotted and issued, issued Shares (including treasury shares) delivered and/or to be delivered, and Shares released and/or to be released in the form of cash in lieu of Shares, pursuant to Awards granted under the Plan;
- (b) the total number of new Shares allotted and issued and/or to be allotted and issued, issued Shares (including treasury shares) delivered and/or to be delivered, and Shares released and/or to be released in the form of cash in lieu of Shares, pursuant to Awards granted under the StarHub Performance Share Plan 2024;
- (c) the total number of new Shares to be allotted and issued, issued Shares (including treasury shares) to be delivered, and Shares to be released in the form of cash in lieu of Shares, pursuant to outstanding awards granted under the StarHub Performance Share Plan 2014 and the StarHub Restricted Stock Plan 2014; and
- (d) the total number of new Shares which may be delivered pursuant to options and/or awards granted under any other share scheme adopted by the Company after the adoption date of the Plan and for the time being in force (if any),

shall not exceed 8% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day preceding that date.

8.2 The total number of Shares which may be delivered pursuant to Awards under the Plan and the StarHub Performance Share Plan 2024 in any one financial year shall not exceed 0.8% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) from time to time.

8.3 The total number of Shares which may be delivered pursuant to Awards granted to Parent Group Executives or non-executive directors of the Parent Group (whose services have been seconded to a company within the Group and who shall be regarded as Group Employees for the purposes of the Plan) shall not exceed 20% of the Shares available under the Plan.

8.4 Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee under the Plan.

## **9. ADJUSTMENT EVENTS**

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

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

shall be adjusted in such manner as the Committee may, in its sole discretion, determine to be appropriate. Any adjustment under this Rule 9 shall, unless otherwise determined by the Committee, give a Participant the same proportion of the equity capital as that to which he was previously entitled and shall be made in such a way that a Participant will not receive a benefit that a shareholder of the Company does not receive.

9.2 Unless the Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or a private placement of securities, or upon the exercise of any options or conversion of any loan stock or any other securities convertible into Shares or subscription rights of any warrants, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the Singapore Exchange during the period when a share purchase mandate granted by shareholders of the Company (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

9.3 Notwithstanding the provisions of Rule 9.1, any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

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

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

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

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

- 10.3 Neither the Plan nor the grant of Awards under the Plan shall impose on the Company or the Committee any liability whatsoever in connection with:
- (a) the lapsing of any Awards pursuant to any provision of 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.
- 10.4 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 (including, for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the Plan or any rule, regulation or procedure hereunder or as to any rights under the Plan). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

## **11. NOTICES**

- 11.1 Any notice required to be given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses (including electronic mail addresses), and marked for the attention of the Committee, as may be notified by the Company to him in writing.
- 11.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address or electronic mail address according to the records of the Company or the last known address or electronic mail address of the Participant.
- 11.3 Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 11.2 or, if sent by post, on the day following the date of posting or, if sent by electronic mail, on the day of despatch.
- 11.4 A grant of an Award, including without any limitation, the Award Letter under Rule 5.5, 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, in its absolute discretion, deems necessary, the use of security and/or identification procedures and devices approved by the Committee, in its absolute discretion.

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

- 12.1 Any or all the provisions of the Plan may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:
- (a) no modification or alteration shall alter adversely the rights attached to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if their Awards were Released to them upon the expiry of all the Vesting Periods applicable to their Awards, would become entitled to not less than three-quarters in number of all the Shares which would fall to be Vested upon Release of all outstanding Awards upon the expiry of all the Vesting Periods applicable to all such outstanding Awards;
  - (b) the definitions of "Associated Company", "Associated Company Employee", "Associated Company Executive Director", "Committee", "Group", "Group Employee", "Group Executive Director", "Parent Company", "Parent Group", "Parent Group Executive", "Parent Group Executive Director", "Participant", "Performance Period" and "Vesting Period" and the provisions of Rules 4, 5, 6, 7, 8, 9, 10 and this Rule 12 shall not be altered to the advantage of Participants except with the prior approval of the Company's shareholders 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.
- 12.2 Notwithstanding anything to the contrary contained in Rule 12.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the 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 provisions or the regulations of any regulatory or other relevant authority or body (including the Singapore Exchange).
- 12.3 Written notice of any modification or alteration made in accordance with this Rule 12 shall be given to all Participants.

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

The terms of employment of a Participant (being a Group Employee or an Associated Company Employee, as the case may be) 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.

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

- 14.1 The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the Adoption Date, provided always that subject to compliance with applicable laws and regulations, the Plan may continue beyond the above stipulated period with the approval of the Company's shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

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

14.3 The expiry or termination of the Plan shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

## **15. TAXES**

All taxes (including income tax) arising from the grant or Release of any Award granted to any Participant under the Plan shall be borne by that Participant.

## **16. COSTS AND EXPENSES OF THE PLAN**

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

16.2 Save for the taxes referred to in Rule 15 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 Company in relation to the Plan including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer, of Shares pursuant to the Release of any Award shall be borne by the Company.

## **17. DISCLAIMER OF LIABILITY**

Notwithstanding any provisions herein contained, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing, or procuring the transfer of, the Shares or applying for or procuring the listing of new Shares on the Singapore Exchange in accordance with Rule 7.2.3.

## **18. DISCLOSURES IN ANNUAL REPORTS**

The following disclosures or appropriate negative statements (as applicable) will be made by the Company 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;
- (b) in respect of the following Participants of the Plan:
  - (i) Directors of the Company; and
  - (ii) Participants (other than those in paragraph (i) above) who have received Shares pursuant to the Release of Awards granted under the Plan and/or the release of awards granted under the StarHub Performance Share Plan 2024 which, in aggregate, represent 5% or more of the aggregate of:



- (1) the total number of new Shares available under the Plan and the StarHub Performance Share Plan 2024 collectively; and
- (2) the total number of existing Shares delivered pursuant to Awards Released under the Plan and awards released under the StarHub Performance Share Plan 2024 collectively,

the following information:

- (aa) the name of the Participant; and
- (bb) the following particulars relating to Awards Released under the Plan and/or awards released under the StarHub Performance Share Plan 2024:
  - (i) the number of new Shares issued to such Participant during the financial year under review; and
  - (ii) the number of existing Shares transferred to such Participant during the financial year under review; and
- (c) in relation to the Plan and the StarHub Performance Share Plan 2024, the following particulars:
  - (i) the aggregate number of Shares comprised in Awards granted under the Plan and awards granted under the StarHub Performance Share Plan 2024 since the commencement of the Plan and the StarHub Performance Share Plan 2024 respectively to the end of the financial year under review;
  - (ii) the aggregate number of Shares comprised in Awards which have Vested under the Plan and awards which have vested under the StarHub Performance Share Plan 2024 during the financial year under review and in respect thereof, the proportion of:
    - (1) new Shares issued; and
    - (2) existing Shares transferred and, where existing Shares were purchased for transfer, the range of prices at which such Shares have been purchased,upon the Release of the Vested Awards granted under the Plan and the release of the vested awards granted under the StarHub Performance Share Plan 2024; and
  - (iii) the aggregate number of Shares comprised in Awards granted under the Plan which have not been Released, and awards granted under the StarHub Performance Share Plan 2024 which have not been released, as at the end of the financial year under review.

## **19. PERSONAL DATA**

- 19.1 The Company may collect, use and disclose the personal data of the Participants, as may be contained in each Award Letter and/or any other notice or communication given or received pursuant to the Plan, and/or which is otherwise collected from the Participants (or their authorised representatives) for the following purposes (collectively, the "Purposes"):
- (a) implementing and administering the Plan;
  - (b) complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines; and/or
  - (c) any other purposes reasonably related to the aforesaid (a) and/or (b),
- 19.2 By participating in the Plan, each Participant consents to the collection, use and disclosure of his/her personal data for the Purposes, including without limitation disclosure of personal data to any of the Group, Parent Group, Associated Companies and/or third parties (who provide services to the Company), whether within or outside Singapore, and to the collection, use and further disclosure by such parties for the Purposes.
- 19.3 Each Participant also represents and warrants that where he/she discloses the personal data of third parties to the Company in connection with this Plan, he/she has obtained the prior consent of such third parties for the Company to collect, use and disclose their personal data for the Purposes, in accordance with any applicable laws, regulations and/or guidelines. Each Participant shall indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages arising from the Participant's breach of any of its representations, warranties, undertakings or obligations in this Rule.
- 19.4 In this Rule, "personal data", in relation to data collected, used, and/or disclosed by an organisation, means data, whether true or not, about an individual who can be identified from that data, or from that data and other information to which the organisation has or is likely to have access. The consent(s) provided by each Participant pursuant to this Rule are additional to and do not supersede, vary or nullify:
- (a) any consents which the Participant may have provided previously in respect of personal data; and/or
  - (b) any other legal bases that the Company may have from time to time to handle the Participant's personal data.

## **20. 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.

## **21. GOVERNING LAW**

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

**22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

No person other than the Company or a Participant shall have any right to enforce any provision of the Plan or any Award by virtue of the Contracts (Rights of Third Parties) Act 2001.

---